

**Agreement under Section
106 of the Town and
Country Planning Act 1990**
relating to
the development of land at
Sturry/Broad Oak, Canterbury.

Dated

8th March 2021

Canterbury City Council (1)
Kent County Council (2)
Environ Design (Sturry) Limited (3)
The Governors, the Head Master, the Lower
Master of the Kings School of the Cathedral
Church of Canterbury in the City of Canterbury,
Timothy Stafford Greenfield and Janet Elizabeth
Blackwood (4)
HSBC UK Bank Plc (5)

CONTENTS

1	Interpretation and definitions	1
2	General provisions applicable to this Agreement	10
3	Agreements and declarations	11
4	Notices	11
5	Third parties	12
6	Costs	12
7	Payment of interest	12
8	Indexation	12
9	VAT	13
10	Jurisdiction	13
11	Disputes	13
12	Covenants	13
13	The Council and the County Council Obligations	13
14	Ownership	14
15	Issue of Approvals	14
16	Dwellings and statutory undertakers land	14
17	Notification	14
18	Mortgagee	15
	Schedule 1 Open Space	16
	Schedule 2 Electric Vehicles	18
	Schedule 3 SAMM	19
	Schedule 4 Community Learning / Youth Services	20
	Schedule 5 Community Centre Land	22
	Schedule 6 Education / Primary School Land / PROW	23
	Schedule 7 Library	27
	Schedule 8 Adult Social Care / Youth Services	28
	Schedule 9 Medical Centre	29
	Schedule 10 Transport	30
	Schedule 11 Sturry Link Road / Sturry Link Road Land Transfer	32
	Part 1 ADDITIONAL STURRY LINK ROAD LAND CONTRIBUTION	32
	Part 2 STURRY LINK ROAD LAND TRANSFER	34
	Part 3 TEMPORARY ACCESS AND HAUL ROUTE	35
	Part 4 ENVIRONMENTAL MITIGATION LAND	36
	Part 5 STURRY LINK ROAD OWNER'S PORTION	37
	Schedule 12 County Council's Covenants	39
	Schedule 13 City Council Covenants	41
	Appendix 1 Draft Bond	42
	Appendix 2 Primary School Land Transfer Terms	45

This Agreement is made on

8th March

2021

BETWEEN:

- (1) Canterbury City Council of Military Road, Canterbury, Kent, CT1 1YW (the "City Council");
- (2) Kent County Council of County Hall, Maidstone, Kent ME14 1XQ (the "County Council");
- (3) Environ Design (Sturry) Limited of Camburgh House, 27 New Dover Road, Canterbury, Kent CT1 3DN, Company Registration No. 06856110 (the "Developer")
- (4) The Governors, the Head Master, the Lower Master of the Kings School of the Cathedral Church of Canterbury in the City of Canterbury of Bursars Office 25 The Precincts Canterbury CT1 2ES and Timothy Stafford Greenfield of Flerden House Sturry Hill Sturry Canterbury Kent CT2 0NQ and Janet Elizabeth Blackwood of 36 Tankerton Road Whitstable Kent CT5 2AB (the "Owners")
- (5) HSBC UK Bank Plc (company registration number 9928412 of 1 Centenary Square Birmingham B1 1HQ.

BACKGROUND:

- (A) The City Council is the local planning authority for the purposes of the Act for the area within which the Site is situated.
- (B) The County Council is the local highway authority in respect of highways and transport and is also the authority with responsibility for education, libraries, youth and social services matters in the County of Kent.
- (C) The Owners are the freehold owners of the Site under title numbers TT101693, TT10685, K417233, K925310, K925200, K717123 and K717122.
- (D) The Mortgagee has the benefit of a registered charge over title number TT101693 dated 19 December 1995.
- (E) The Developer has submitted the Application to the City Council and the City Council has resolved to grant the Planning Permission subject to the completion of this Agreement.

1 Interpretation and definitions

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

"2015 Order" means the Town and Country Planning (General Permitted Development) (England) Order 2015.

"Act" means the Town and Country Planning Act 1990.

"Additional Sturry Link Road Contribution" the sum of one million nine hundred and sixty seven thousand pounds (£1,967,000) or such lower amount as may be required consequential upon any retention of the SELEP Funding by the County Council.

"Adult Social Care" means the provision of telecare and dementia-friendly facilities in the vicinity of the Site including the provision of community buildings.

"Adult Social Care Contribution" means the sum derived by multiplying the sum of £72.93 (seventy two pounds and ninety three pence) per Dwelling payable towards telecare and dementia friendly facilities within the vicinity of the Site, including new provision of community buildings.

"Alternative Open Space Plan" means the plan attached to this Agreement and being drawing number 22600-0135 Rev B.

"Application" means the outline application for planning permission (with all matters reserved) and bearing reference number CA/20/02826 for the development of up to 630 houses and associated community infrastructure comprising primary school, community building, public car park and associated amenity space, access, parking and landscaping; and detailed/full application for the construction of part of the Sturry Link Road and a local road from the Sturry Link Road to Shalloak Road.

"Approved Landscape Strategy" means the Landscape Strategy approved by the City Council pursuant to paragraph 1.2 of Schedule 1.

"Approved Publicly Accessible Open Space Management Plan" means the Publicly Accessible Open Space Management and Maintenance Plan approved by the Council pursuant to paragraph 1 of Schedule 2.

"BCIS Index" means the General Building Cost Index as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors

"Bond" means a bond substantially in the form set out in Appendix 1

"Borrowing Costs" means the interest at the prevailing rate incurred by the County Council in borrowing the Sturry Link Road Contribution and (if applicable) the Additional Sturry Link Road Contribution for the capital costs of constructing the Sturry Relief Road.

"Broad Oak Primary School Land Contribution" means any contributions paid by the Broad Oak Site to the County Council towards the acquisition costs and servicing of the Primary School.

"Broad Oak Site" means the development site immediately to the north of the Site and which has the benefit of planning permission under reference number CA/18/00868.

"City Council's Monitoring Fee" means a fee of £10,000 (ten thousand pounds)

"Community Learning Contribution" means the sum of £36.35 per Dwelling towards additional equipment for outreach sessions in Sturry and adjoining areas.

"Community Centre Land" means the land to be transferred to the Parish Council for a new community centre in accordance with the provisions in schedule 4 and as shown for indicative purposes only edged red on the Community Centre Land Plan or any subsequent Community Centre Land Plan as is approved in writing between the Owners and the City Council.

"Community Centre Land Plan" means drawing number 22600-0040 Rev B attached to this Agreement.

"Contributions" means any or all (as applicable) of the Additional Sturry Link Road Contribution, the Adult Social Care Contribution, the Community Learning Contribution, the Cycle Link Contribution, the Library Contribution, the Medical Centre Contribution, the Primary Education Contribution, the Primary School Land, the Secondary Education Contribution, the SAMM Contribution, the Sturry Link Road Contribution, the Sustainable Voucher and the Youth Services Contribution.

"Contribution Trigger Date" means the Occupation of 320 (three hundred and twenty) Dwellings

"Contributing Education Sites" means other residential led developments (but not including the Broad Oak Site) that would in the reasonable view of the County Council be served by the Primary School Facility.

"Cycle Link Contribution" means the sum of £50,000 towards a cycle link from Broad Oak to University of Kent as indicatively shown on the Cycle Link Plan.

"Cycle Link Plan" means the plan attached to this Agreement and titled "Herne Bay to Canterbury (REF 19) (3 of 3)".

"Development" means the development permitted by the Planning Permission.

"Director" means the Council's Chief Executive or other officer of the Council acting under his hand.

"Dwelling" means any unit of residential occupation being a self-contained house maisonette bungalow or flat constructed as part of the Development and "Dwelling" shall be construed accordingly.

"Electric Vehicle Passive Charging Points" means the EV passive charging points to be provided within the Development.

"Electric Vehicle Active Charging Points" means the EV active charging points to be provided within the Development.

"Electric Vehicle Off-Plot Passive Charging Points" means the EV passive charging points to be provided within the Unallocated Parking.

"Environmental Mitigation Land" means land (which may also include wetland) for the provision of enhancement and mitigation measures as set out in the Environmental Statement and Ecological Addendum accompanying the Sturry Link Road Application indicated on Drawing No. 4300392/000/108 Rev 00.

"Flat" means a flat comprising either two or more bedrooms or a gross internal floor area of more than 56 square metres to be constructed as part of the Development,

"Force Majeure" means any act of god, flood, drought, earthquake, other natural disaster, epidemic, pandemic, terrorist attack, civil war, civil commotion, riot, war or any similar event or circumstance which is not within the relevant party's control and which hinders or delays the performance of an obligation under this Agreement.

"Foul Infrastructure Cost Assessment" means as an assessment of the Foul Infrastructure Cost to be agreed between the Owner and the Developer and the County Council and to be carried out on an open book basis having proper regard to the prevailing industry and regulatory standards and requirements for all works comprised within the Foul Infrastructure Cost.

"Foul Infrastructure Cost" means a sum up to £2,385,000 to be calculated under the Foul Infrastructure Cost Assessment for the construction of the on-site package treatment plants and the associated infrastructure works for the treatment of foul water from the Development including the diversion of the foul main sewer through the Primary School Land or (if applicable) the costs associated with any alternative nutrient mitigation strategy for the treatment of foul water which is approved by the City Council

"Haul Route" means a temporary access route to be constructed by the County Council across any relevant and necessary parts of the Site, which shall be suitable for the purposes of facilitating the construction of the Sturry Link Road for the duration of its constructions until the Sturry Link Road has been built to adoptable standards.

"Hersden Site" means land north of Hersden and allocated in the Canterbury Local Plan (2017) as Site 8 within Policy SP3.

"Highways Agreement" means an agreement entered into under section 38 and/or section 72 and/or section 278 of the Highways Act 1980.

"House" means a Dwelling that does not meet the definition of a Flat.

"Implementation" means the carrying out on the Site pursuant to the Planning Permission of a Material Operation and "Implement" and "Implemented" shall be construed accordingly.

"Index Linked" means:

(i) for all Contributions payable to the City Council increased in accordance with the following formula:

amount payable = the payment specified in this agreement x (A/B) where:

A = the figure for the Retail Prices Index (All Items) that in the case of each Contribution payable to the City Council respectively applied immediately preceding the date the payment is due;

B = the figure for the Retail Prices Index (All Items) that in the case of each Contribution payable to the City Council respectively applied when the Index was last published prior to the date of this agreement;

(ii) for each of the Primary Education Contribution and the Secondary Education Contribution payable to the County Council increased in accordance with the following formula:

for each of the Primary Education Contribution and Secondary Education Contribution, payable to the County Council increased with the following formula:

amount payable = the payment specified in this agreement x (A/B) where:

A = the figure for the BCIS General Building Costs Index that in the case of each Contribution payable to the County Council respectively applied immediately preceding the date the payment is due;

B = the figure for the BCIS General Building Costs Index applied when the Index was last published for the month of October 2016 (328.3);

(iii) for each of the Sturry Link Road Contribution and Additional Sturry Link Road Contribution payable to the County Council increased with the following formula:

amount payable = the payment specified in this agreement x (A/B) where:

A = the figure for the BCIS General Civil Engineering Cost Index that in the case of each Contribution payable to the County Council respectively applied immediately preceding the date the payment is due;

B = the figure for the BCIS General Civil Engineering Cost Index applied when the Index was last published prior to the date of this Agreement.

(iv) for each Contribution not comprised within (ii) and (iii) above and which is payable to the County Council increased with the following formula:

amount payable = the payment specified in this agreement x (A/B) where:

A = the figure for the BCIS General Building Costs Price Index that in the case of each Contribution payable to the County Council respectively applied immediately preceding the date the payment is due;

B = the figure for the BCIS General Building Costs Price Index applied when the Index was last published prior to the date of this Agreement.

and "Indexed" for the Contributions payable to the City Council and the County Council respectively shall be construed in accordance with the applicable formula above.

"Instalments of Sturry Link Road Contribution" means the sum of £27,500 per Dwelling Practically Completed up to a total of 320 Dwellings payable on a Quarterly basis.

"Land Charge" means a land charge over the Site provided by the Developer to the County Council and in form and substance acceptable to the County Council.

"Landscape Strategy" means detailed drawings and supporting documentation to describe the specification, timing for implementation and method of construction of the Open Space Land; details of hard and soft landscaping works.

"Library Contribution" means the sum derived by multiplying the number of Dwellings in the Development by £127.99 (one hundred and twenty seven pounds and ninety nine pence) payable towards the costs of additional library services and additional book stock at local libraries serving the Development

"Material Operations" means a material operation as defined in Section 56(4) of the Act save that for the purposes of this Agreement the following shall not constitute a material operation:

- (a) site clearance;
- (b) demolition of existing buildings;
- (c) archaeological investigation;
- (d) assessment of contamination;
- (e) remedial action in respect of contamination;
- (f) the erection of fences or other means of enclosure for site security;
- (g) removal diversion and laying of service media;
- (h) temporary display of site notices or advertisements;
- (i) ecological surveys and mitigation works; or
- (j) the erection of a site compound or site office or temporary buildings or structures.

"Medical Centre Contribution" means a contribution in the sum of £495,300 towards the refurbishment, reconfiguration and/or extension of Northgate Medical Centre.

"Medical Centre Balancing Contribution" means the sum of £49,020 towards the refurbishment, reconfiguration and/or extension of Northgate Medical Centre.

"Occupation" means the physical use of land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out or decoration or occupation for marketing sales or display or occupation in relation to security operations or for providing security.

"Open Space Land" means all open space to be provided as part of the Development (including areas comprising sustainable drainage systems, other drainage systems, wetlands, footpaths and accessways for all purposes, save as otherwise restricted under condition 21 of the Planning Permission but excluding any electricity pylons and telecoms masts located within the Open Space Land), to include the Publicly Accessible Open Space as shown for illustrative purposes only on the Open Space Plan.

"Open Space Plan" means drawing number 22600A-128 Rev F attached to this Agreement.

"Parish Council" means Sturry Parish Council

"Phase" means a phase of the Development approved under the Reserved Matters.

"Planning Permission" means the planning permission granted pursuant to the Application.

"Playing Field" means the playing field forming part of the Primary School Land

"Primary Education Contribution" means the sum derived by applying the formula

$$(A \times £4,535.00) + (B \times £1,134.00)$$

Where

A is the number of Qualifying Houses and B is the number of Qualifying Flats

payable towards the costs of the construction of the Primary School Facility

"Primary School Facility" means the development of a 2-form entry primary school on the Primary School Land including a nursery or pre-school.

"Primary School Land Contribution" means financial contributions towards the provision of the Primary School Land secured by way of a legal agreement upon the grant of planning permission for residential development of the Contributing Education Sites.

"Primary School Land" means the 2.05 hectares shown for indicative purposes edged red on the Primary School Land Plan for the Primary School Facility

"Primary School Land Plan" means drawing number 22600-0001 Rev A attached to this Agreement and marked "Sturry School Location Plan".

"Primary School Land Transfer" means the transfer of the freehold of the Primary School Land in accordance with the provisions in schedule 6.

"Primary School Land Transfer Terms" means the KCC general site transfer terms set out in Appendix 2

"Practically Completed" means complete such that it is fit for its intended purpose free from defects other than minor snagging to the satisfaction of the City Council) and Completed, Practically Complete and Practical Completion shall be construed accordingly.

"Professional Fees" means the sum of £23,751 being the costs incurred by the City Council in relation to the assessments of viability and environmental impacts by its external consultants.

"PROW CB61" means public footpath CB61.

"PROW CB64" means public footpath CB64.

"PROW Contribution" means the sum of £13,600 for works to PROW CB64 and the creation of a new footpath linking CB64 to CB61 outside the Site to include surfacing, signage, gates and barriers.

"PROW Plan" means the plan attached to this Agreement being drawing number 22600-0030 Rev C and marked "PROW Plan".

"Publicly Accessible Open Space" means that part of the Open Space Land shown (for the purpose of illustration only) on the Open Space Plan over which the public have the right of passage, enjoyment and unrestricted access in perpetuity save that such public access

within this area shall not include public access to any electrical infrastructure which may be located within this area or to any areas which are necessary for the delivery of ecological mitigation measures to which the public should be excluded in order to give effect to such measures as required and approved under the Planning Permission.

"Publicly Accessible Open Space Management and Maintenance Plan" means details of a scheme (in Phases as appropriate) for the future intended ownership, terms of governance, financial arrangements for the funding maintenance/insurance costs and ownership responsibilities to ensure the future implementation (including timelines) maintenance and management of the Publicly Accessible Open Space Land (in Phases as appropriate) in perpetuity and details of a schedule for the timing of annual/seasonal/regular maintenance works including boundary treatment, furniture, lighting, seating, dog/litter bins and collection, painting/varnishing/repairs or other regular treatment of furniture/fixtures, signs (and their replacement as may be required), approach to security, resolving vandalism, fly tipping and details of maintenance contracts agreements/standards.

"Qualifying Flats" means the total number of Dwellings that:

- (i) meet the definition of a Flat, and
- (ii) have more than one room that may by design be used as a bedroom, and/or
- (iii) have a gross internal area of more than 56 square metres.

"Qualifying Houses" means the total number of Dwellings that:

- (i) meet the definition of a House, and
- (ii) have more than one room that may by design be used as a bedroom, and/or
- (iii) have a gross internal area of more than 56 square metres.

"Quarter" means 1 April, 1 July, 1 October and 1 January and the term Quarterly shall be construed accordingly.

"Reduced Infrastructure Cost Provisions" means the provisions set out in paragraph 6 of Schedule 11.

"Reserved Matters" means those matters reserved for subsequent approval by the Council on grant of the Planning Permission which are to be the subject of an application for approval by the City Council under the provisions of sections 92 and 93 of the Act.

"SMM Contribution" means:

- (a) £355 per 1 bedroom flat;
- (b) £498 per 2 bedroom house or flat
- (c) £670 per 3 bedroom house;
- (d) £848 per 4+ bedroom house.

"Secondary Education Contribution" means the sum derived by applying the formula

$$(A \times £1,172.00) + (B \times £4,687.00)$$

Where

A is the number of Qualifying Flats and

B is the number of Qualifying Houses

payable towards provision of a new secondary school or an extension to one or more secondary schools in the South Canterbury Planning Group and/or new grammar satellite provision within the Canterbury city area

"Secondary Road" means a secondary road suitable for the purposes of the Primary School Facility which shall connect into Sturry Link Road.

"SELEP" means the South East Local Enterprise Partnership

"SELEP Funding" means South East Local Enterprise Partnership Funding in the sum of five million and nine hundred thousand pounds (£5,900,000) towards the design and construction of Sturry Link Road.

"Site" means the land at Sturry/Broad Oak, Sturry CT2 0QR which is shown for the purposes of identification only edged red on the Site Plan.

"Site Plan" means drawing number 22600A-180 (Rev B) attached to this Agreement.

"South Canterbury School Planning Group" means Archbishop's School, Barton Court Grammar School, Canterbury Academy, Simon Langton Girls' Grammar School, Simon Langton Grammar School for Boys, St. Anselm's Catholic School and Queen Elizabeth's Grammar School or any other new secondary school in the Council's administrative area (including (without limitation) on the site of the former Chaucer Technology College)

"Statutory Undertaker" means a statutory undertaker as defined by section 262 of the Act and Article 2(1) of the 2015 Order.

"Stopping-up of the PROW" means the stopping up of the section of PROW CB61 shown for indicative purposes on the PROW Plan to be made by an order under section 257 of the Act.

"Storm Drainage Plan" means the drawing number 4300392/005/SK014 attached to this Agreement.

"Sturry Link Road" means a link road that runs to the north and west of the A28 and A291, commencing at a new junction on the A28 and heading northwards across two arms of the Great Stour river and over the railway line as shown by way of a broken purple line, a green line and an orange line on drawing 22600-0170 attached to this Agreement..

"Sturry Link Road Application" means the application for planning permission for the Sturry Link Road registered under reference number KCC/CA/0091/2019.

"Sturry Link Road Contribution" means the sum of £8,800,000.00 payable in the manner provided for in Schedule 11 of this Agreement.

"Sturry Link Road Owner's Portion" means that length of the Sturry Relief Road to be constructed to wearing-course level shown indicatively by a broken purple line and a green line on drawing 22600-0170 attached to this Agreement.

"Sturry Link Road Land Transfer" means the land as identified on Drawing Nos. 4300392/000/82 Rev 01, 4300392/92 Rev 00 and 4300392/000/96 Rev 01.

"Sustainable Transport Voucher" means a voucher to the value of 12 months free bus travel to be provided in accordance with the provisions in schedule 10.

"Temporary Access" means an access road made up to no less than base course level shown in blue on drawing number 4300393/000/83 Rev 01 and drawing number 4300393/000/92 (both being attached to this Agreement) suitable for carrying construction traffic.

"Traffic Regulation Order Contribution" means £10,000 (ten thousand pounds) for the purpose of consulting about a 20 miles per hour zone between Popes Lane and the A28 as shown on Drawing No.2021-CMG-CA-005/01 Rev 2 including making a traffic regulation order under the Traffic Regulation Act 1984, if appropriate, together with carrying out any works required to the highway and provision or installation of any signage.

"Travel Plan" means the Framework Travel Plan (Charles and Associates) (December 2020) designed to manage the demand for transport to and from the Development and to secure a modal shift away from the private car in favour of public transport and other means of travel, the terms of which shall provide as a minimum:

- (a) a timetable for the implementation of measures, identifying timescales and role/responsibilities of the Travel Plan Co-ordinator for ensuring implementation of the Travel Plan;
- (b) a timetable for monitoring and review of the Travel Plan for a period of not less than two (2) years from the date of Practical Completion of the Dwellings;
- (c) an initial baseline survey to be undertaken within six months of 75% of the Dwellings being Occupied or (or other such other threshold as may be agreed in writing with the County Council);
- (d) a schedule of Travel Plan monitoring, which includes both surveys and monitoring reports to be submitted to the County Council (the length of the monitoring period shall not be less than five (5) years from the date of Practical Completion);
- (e) the methods of carrying out the surveys for the purposes of monitoring to include details of the equipment to be used, the methods of collecting the data and the methods for calculating the modal shift; and
- (f) the appointment and funding of a Travel Plan Co-ordinator

"Travel Plan Coordinator" means the person appointed by the Owner who shall be responsible for securing the implementation of the Travel Plan and the day-to-day management of the steps identified in the Travel Plan to secure its intended outcomes in accordance with paragraph 9 of the Fourth Schedule

"Travel Plan Monitoring Fee" means a contribution of £1,422 (one thousand four hundred and twenty two pounds) towards the monitoring of the Travel Plan by the County Council to be paid in accordance with paragraph 1 of Part 1 of Schedule 10

"Trigger Date" means the occupation of 320 (three hundred and twenty) Dwellings.

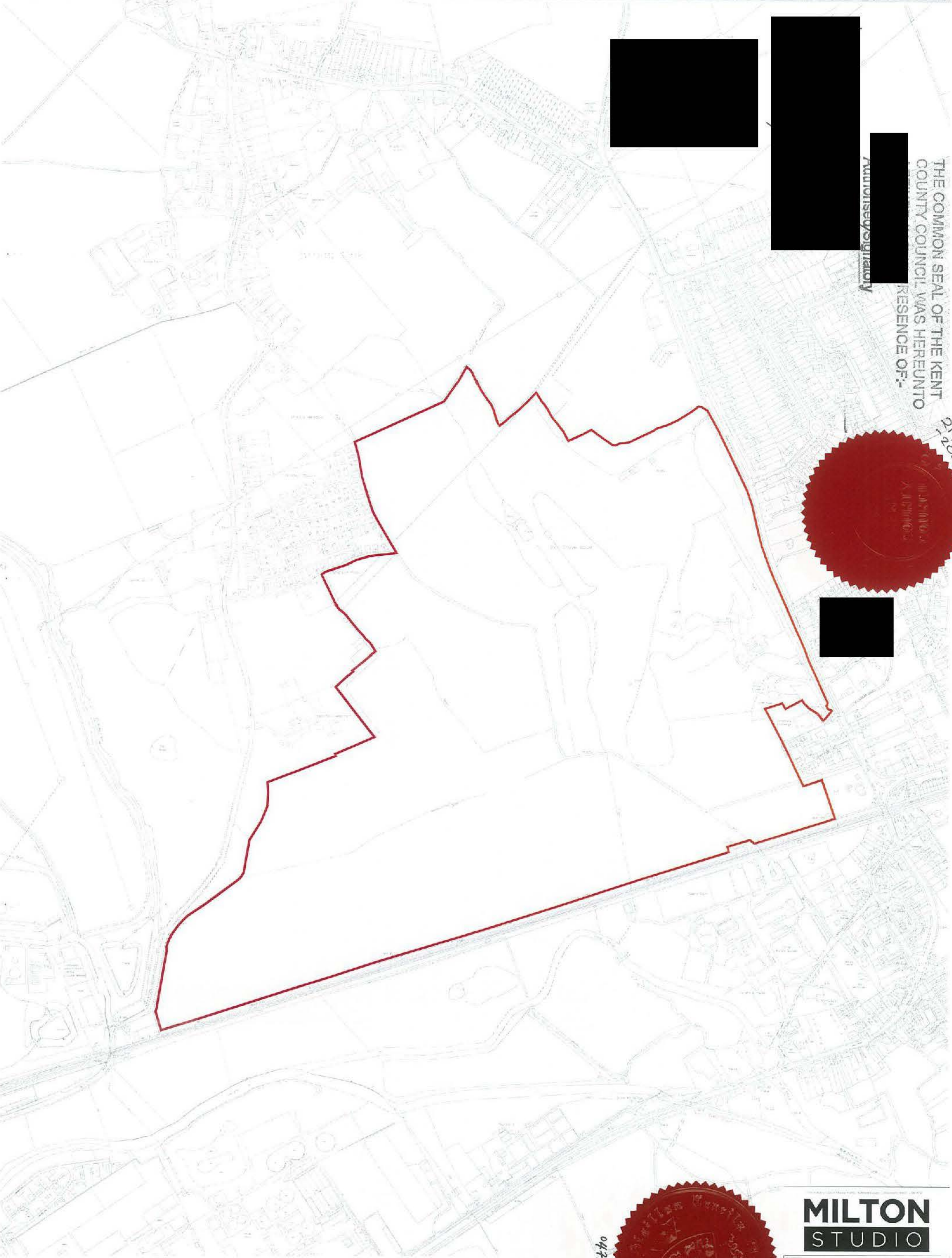
'Unallocated Parking' means all parking spaces within the Development which are not dedicated to a specific Residential Unit;

'Unallocated Parking Scheme' means a scheme that includes the following details in respect of the Unallocated Parking to be provided in each Phase:

- (a) the approximate location of the Unallocated Parking spaces;
- (b) the approximate number of Unallocated Parking spaces;
- (c) the programme for delivery of the Unallocated Parking Spaces; and
- (d) the future management of Unallocated Parking spaces with the objective of preventing such spaces being dedicated to a specific Residential Unit;

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.





Scale 0 20 60 100 200m

THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
RESENE OF:-



**MILTON
STUDIO**

Erwiron Design (Sturry) Ltd
and Sumerlee Homes Ltd
Proposed New Residential Development
Land at Sturry

S106 Boundary

1:2500 @ A1
February 2021

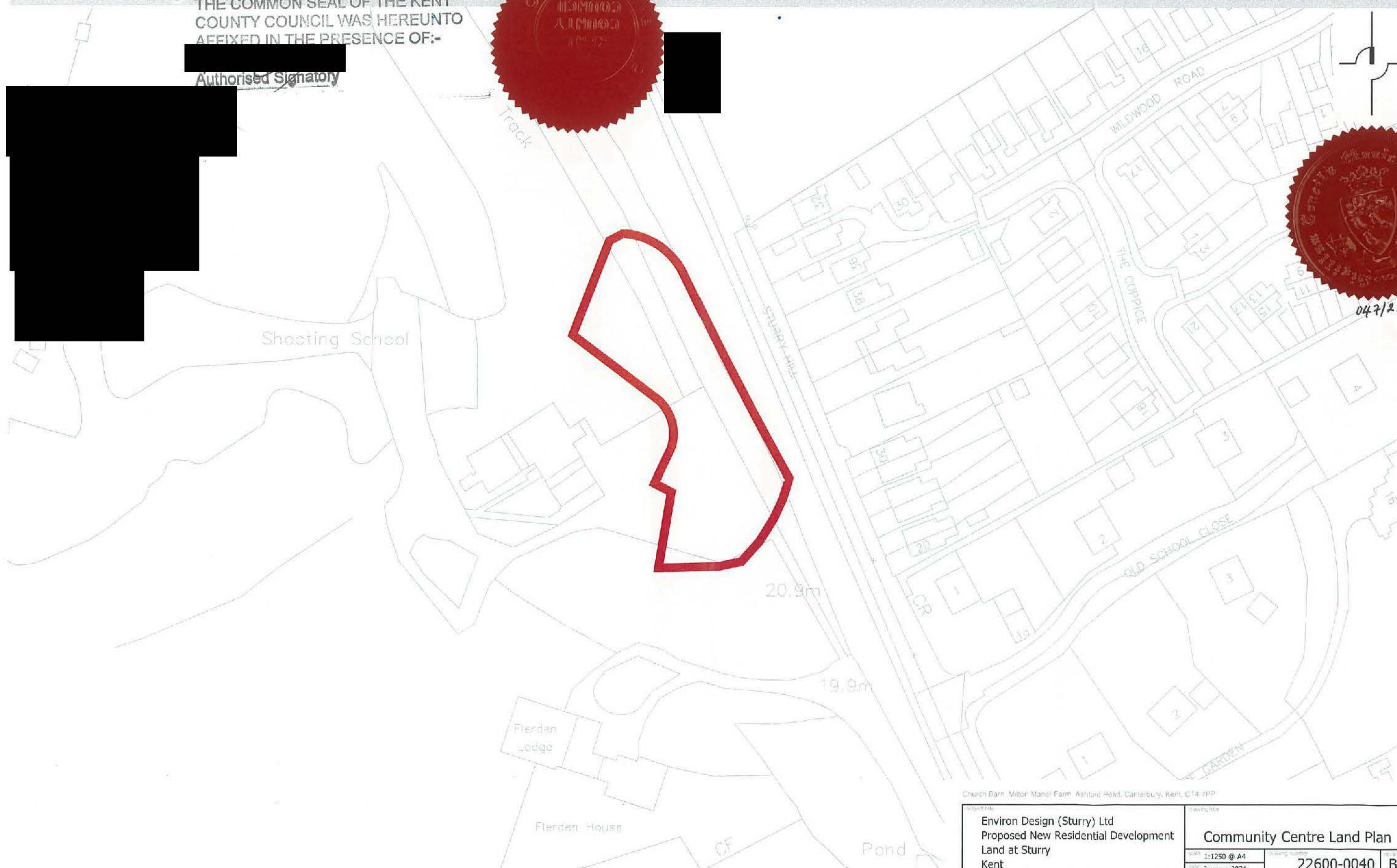
THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:-

Authorised Signatory

219
-2021



04/21/21/21/21



Church Barn, Milton Manor Farm, Ashford Road, Canterbury, Kent, CT4 7PP

Environ Design (Sturry) Ltd
Proposed New Residential Development
Land at Sturry
Kent

Community Centre Land Plan		
Scale: 1:1250 @ A4	Drawing Number: 22600-0040	
Date: January 2021		Rev: B

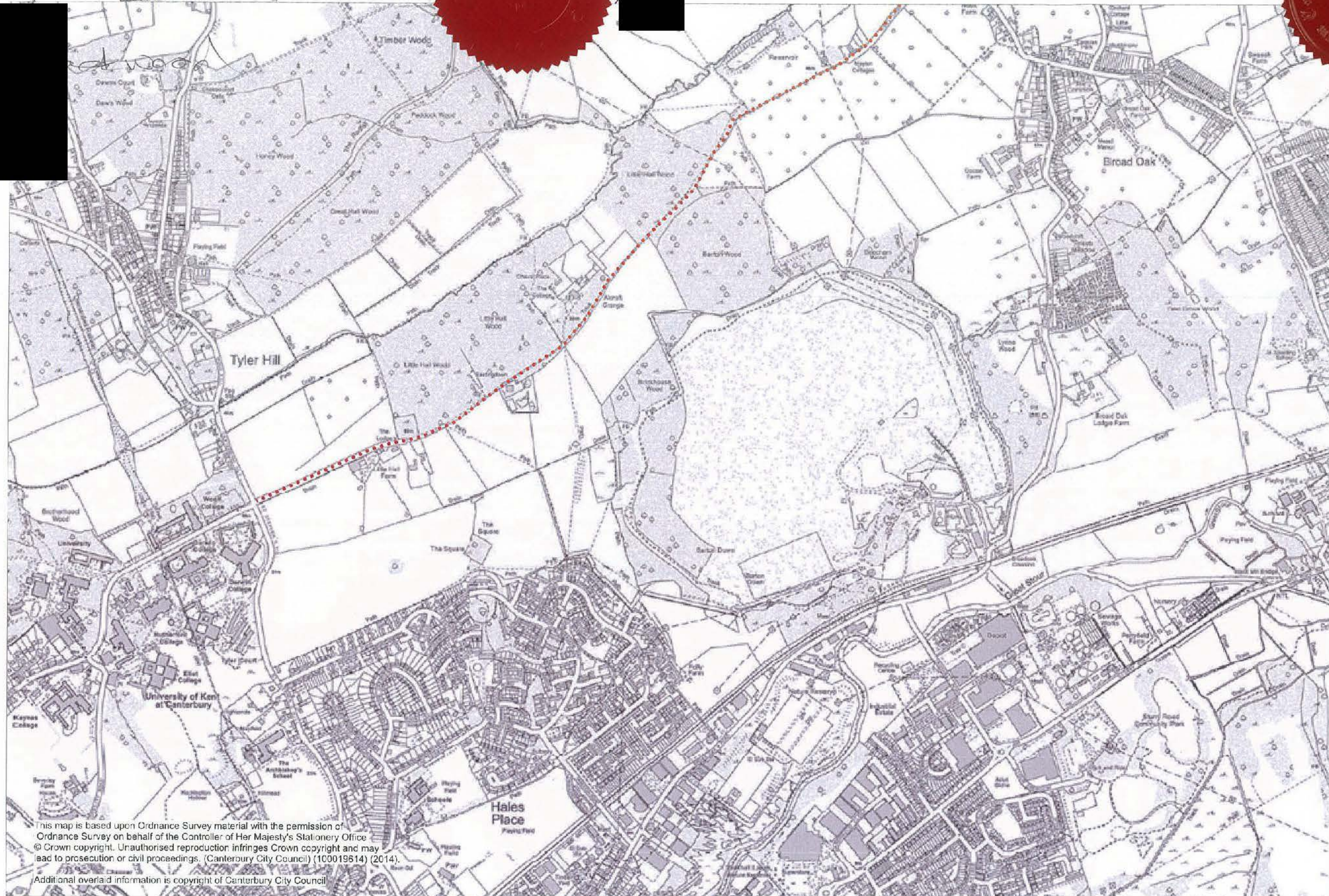
MILTON STUDIO

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

Herne Bay to Canterbury (REF 19) (3 of 3) /
Authorised Signatory



047/21/11M



This map is based upon Ordnance Survey material with the permission of
Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office
© Crown copyright. Unauthorised reproduction infringes Crown copyright and may
lead to prosecution or civil proceedings. (Canterbury City Council) (100019614) (2014).
Additional overlaid information is copyright of Canterbury City Council

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



- Publicly Accessible Open Space
- Non-Publicly Accessible Open Space
- Indicative Footway Route
- Public Rights of Way
- Any open space in this area to be non-publicly accessible

Note: Public access subject to pylon and electrical infrastructure safety and access controls, ecological mitigation requirements, SUDs/ wetlands, footways and access ways.

Notes:
Please report all discrepancies, errors and omissions.
Verify all dimensions on site before commencing any work on site or preparing shop drawings.
All materials, components and workmanship are to comply with the relevant British Standards, Codes of Practice, and appropriate manufacturers' recommendations that from time to time shall apply.
For all specialist work see relevant drawings.
This drawing and design are copyright of Milton Studio.
When this document is provided in electronic file format it is intended as a guide only and the recipient is to verify all dimensions and details with the Architects. If this is not acceptable the file must be returned unaltered together with a written communication seeking acceptance of the deviation.

**MILTON
STUDIO**

Environ Design (Slurry) Ltd Proposed New Residential Development Land at Sturry Kent		
s106 Open Space Plan- Indicative Open Space Accessibility		
1:2500 @ A1	Project No.	22600A-128
October 2020	Revision	F

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

Authorised Signatory

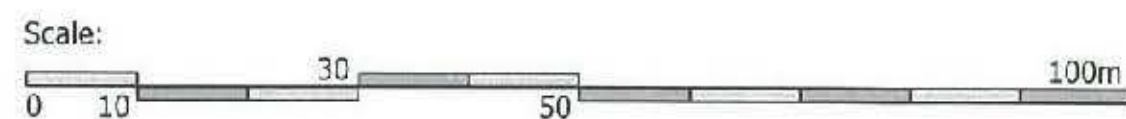
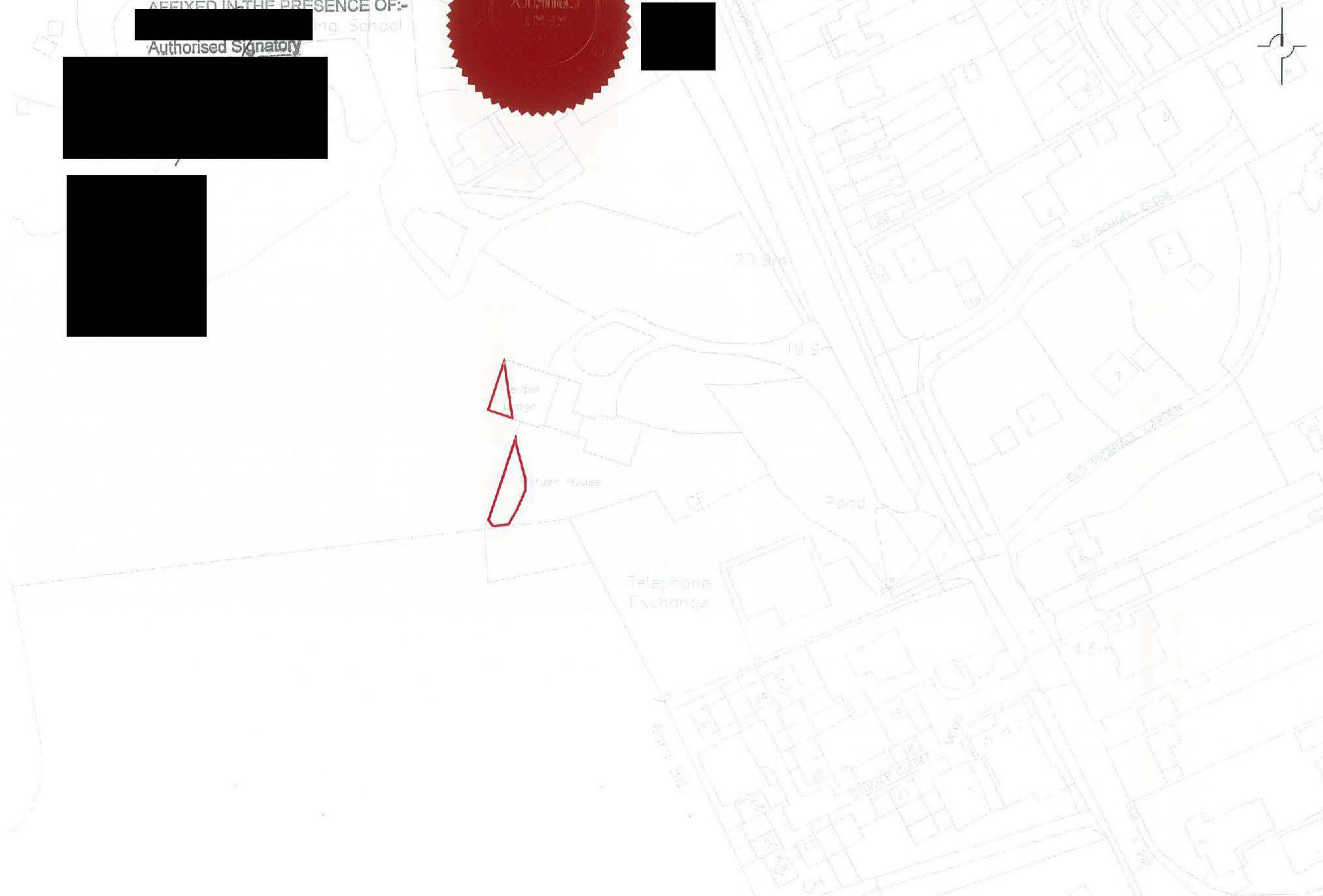
21/9/2021

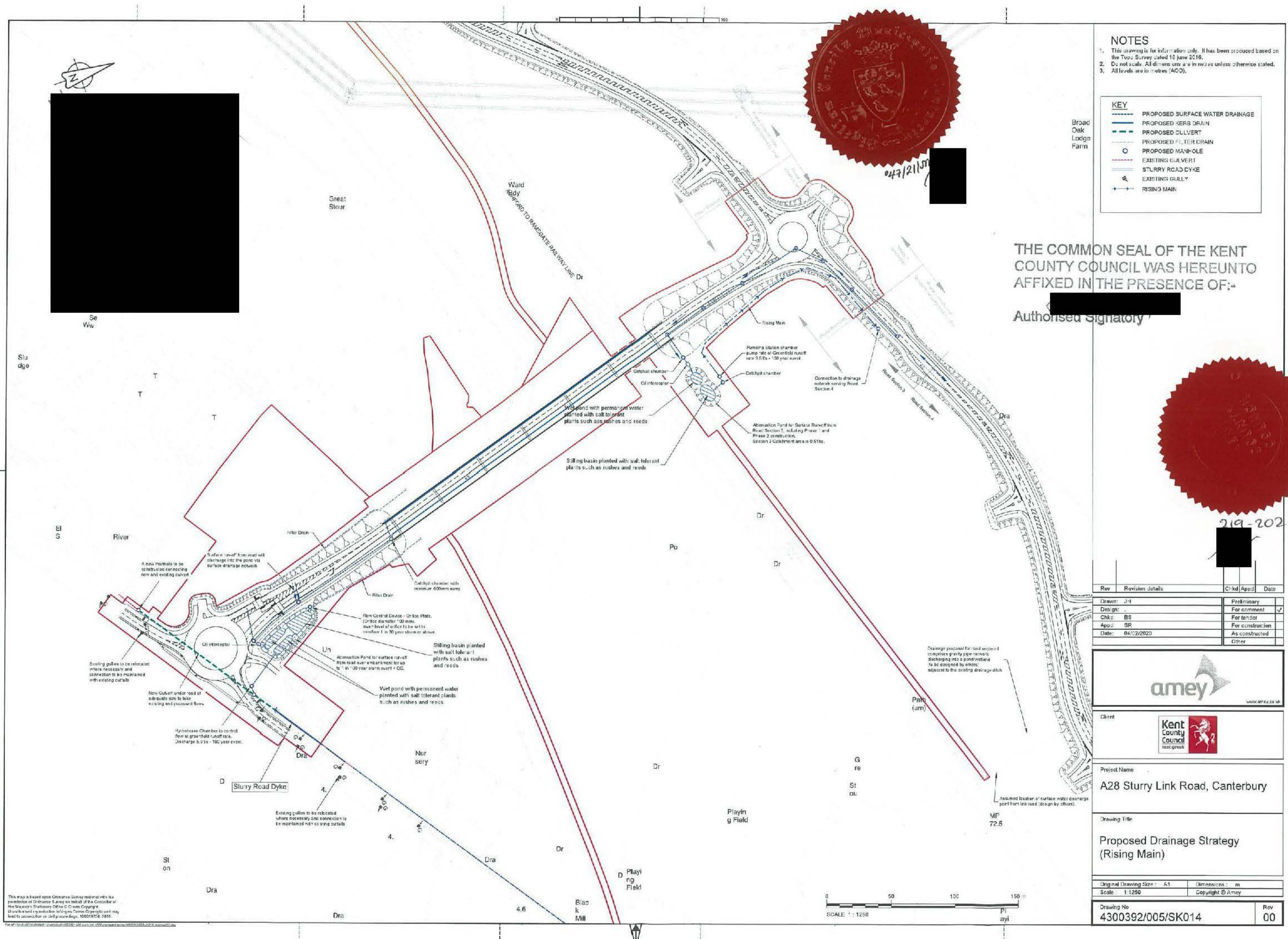


Revisions
Rev. date description



047/21/SM





This map is based upon Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office © Crown Copyright. Unauthorised reproduction in any form whatsoever is prohibited. Use of this map in proceedings is prohibited. 100019258 2019.

THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:-
[Redacted]
[Redacted]
Telephone
Exchange



Primary (link) road

Secondary road

Word Bdy

STURRY COURT

CH

Fl
Sub Sta

Path (um)

Sub Sta

SP

LC

Key

- Site boundary (2.05ha)
- - - Access
- - - Proposed indicative sewer diversion route



Glush Barn, Milton Manor Farm, Ashford Road, Canterbury, Kent, CT4 7PP

Environ Design (Sturry) Ltd Proposed New Residential Development Land at Sturry Kent		Sturry School Location Plan	
Scale 1:1250 @ A4	Drawing number 22600-0001	Date January 2021	
		A	

MILTON STUDIO

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

2922

~~Authorised Signatory~~

CB 5

C

3

Abstract: The

elopment

00-0

MILTON
STUDIO


Environ Design (Sturry) Ltd
Proposed New Residential Development
Land at Sturry
Kent

PROW plan

Price	1.2500 @ A1
Date	January 2021

22600-0030	C
------------	---

Public Right of Way

 Stop up Public Right of Way CB61 at railway crossing

Proposed diversion of
CB61

Public Footpath CB64
no less than 3m width
and upgraded to Bridle
Path where identified

Public Footpath CB64 widening subject to agreement with Network Rail, in line with S106 terms

Public footpath CB60 to be no less than 3m width and upgraded to Bridle Path where identified

Public footpath CB64 to be no less than 3m width

W8/12/15m

Verify all dimensions on site before commencing any work on site or preparing shop drawings.

All materials, components and workmanship are in comply with the relevant British Standards, Codes of Practice and appropriate manufacturer's recommendations that from time to time shall apply.

For all specialist work, see relevant drawings.

This drawing and design are copyright of M Noni Studio

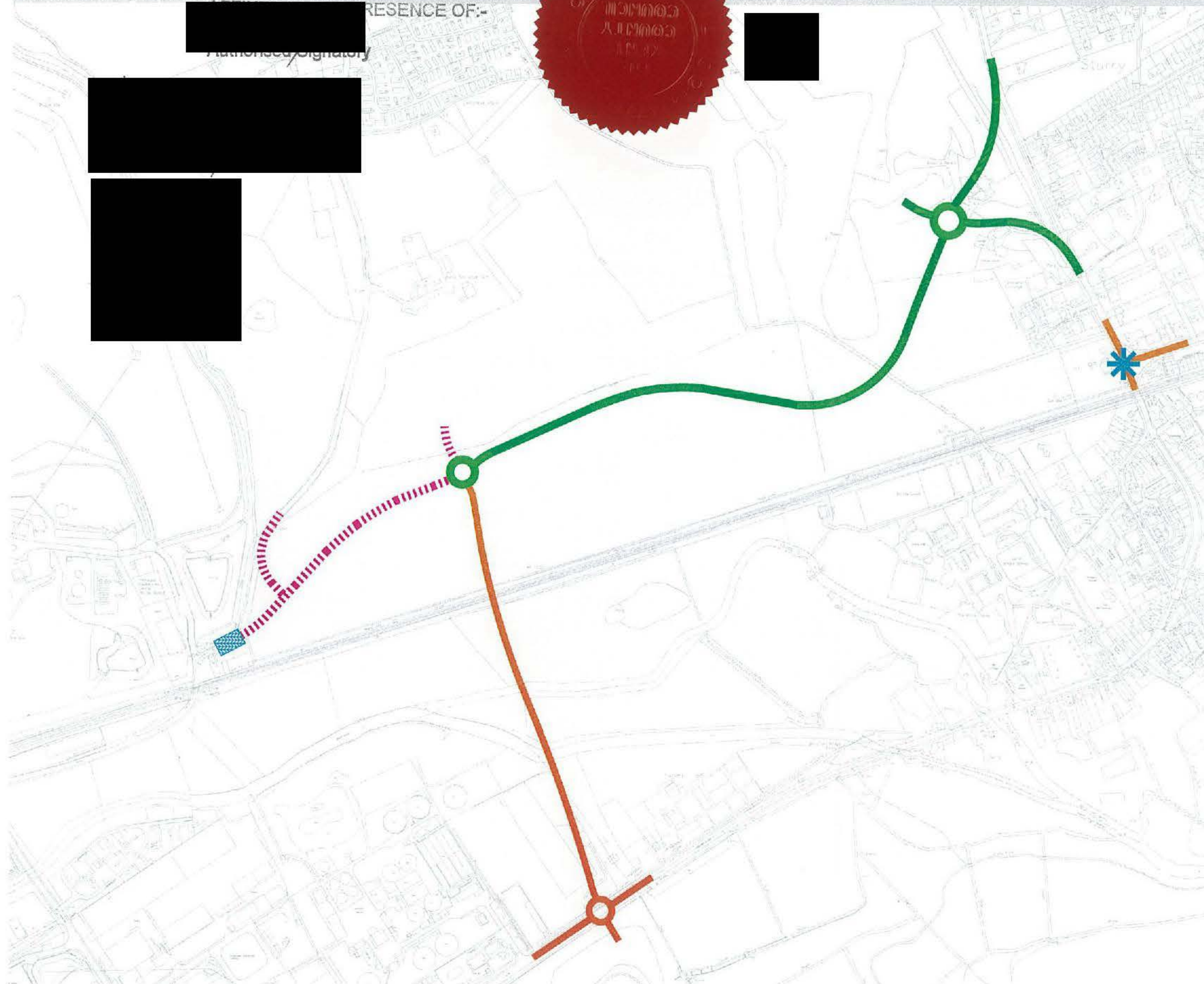
When this document is provided in electronic file format it is intended as a guide only, and the recipient is to verify all dimensions and details with the architect. If this is not acceptable, the files must be returned, unopened, together with a written communication declaring acceptance of this condition.

Scale: 0 20 40 60 80 100 120 140 160 180 200

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

Authorised Signatory

219-2021



Key

- Developer to design and construct.
- Developer to design with KCC. Developer and KCC to deliver.
- KCC to widen Shalloak Road on the approach to Broad Oak Crossing in agreement with Network Rail.
- Developer to design and construct prior to 161 occupations.
- KCC to design and construct.
- Signalised Junction to control traffic assignment.



**MILTON
STUDIO**

Church Farm, 1000 Main Road, Canterbury, Kent, CT16 1EP
www.miltonstudio.co.uk

Environ Design (Sturry) Ltd
Proposed New Residential Development
Land at Sturry
Kent

Owners Portion Plan

1:5000 St A3
March 2021 22600-0170

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

Authorised Signatory



Map referred to in the
KENT COUNTY COUNCIL
(A28 STURRY LINK ROAD)
(COMPULSORY PURCHASE) ORDER 2020

THE COMMON SEAL OF
THE KENT COUNTY COUNCIL
was hereunto affixed
in the presence of:

Authorised Signatory

DRAFT

01	Plot 6W reduced			
Rev	Revision details	Chkd	Appd	Date
Drawn: JH				Preliminary
Design: JH				For comment
Chkd: .				For tender
Appd: .				For construction
Date: .				As constructed
				For Information



Project Name
**A28 Sturry Link Road,
Canterbury**

Drawing Title
**Land Plan - Permanent
Land Take
Owner: Kings School**

Original Drg Size : A3 Dimensions : m
Scale : 1:1250 Copyright © Amey

Drawing No
4300392/000/82 Rev
01

6W

6X

6T

6S

6U

6V

ASHFORD TO RAMSGATE RAILWAY LINE

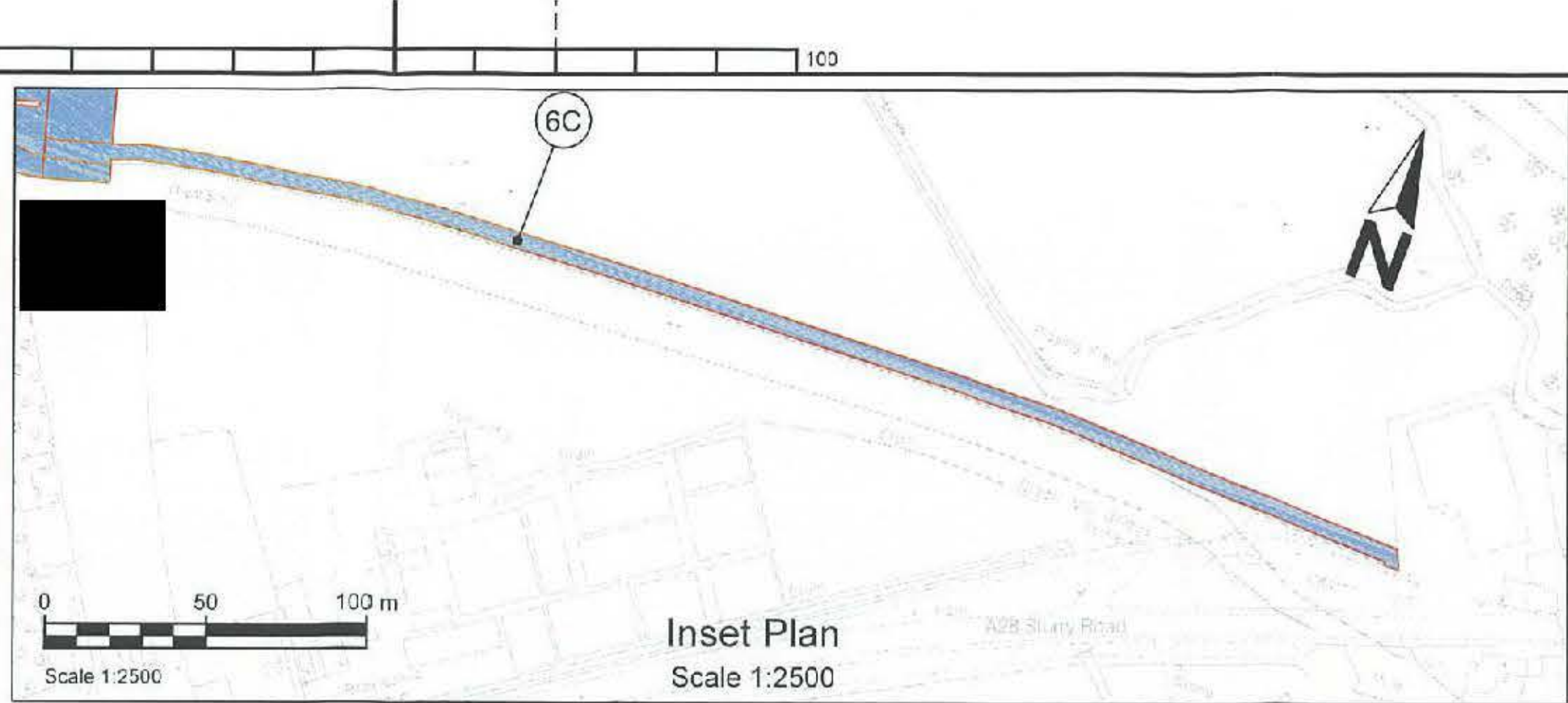
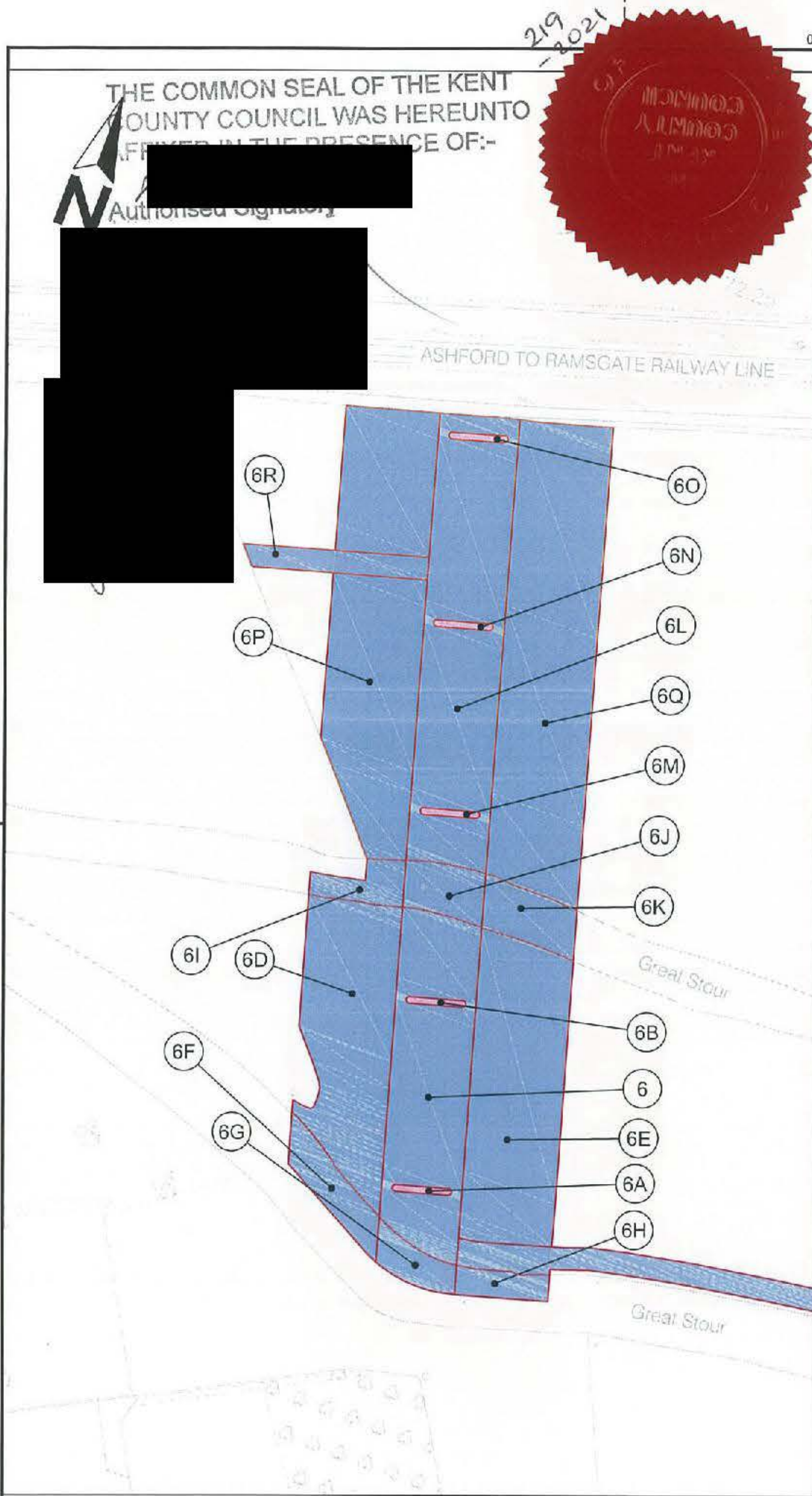
0 20 50 m
Scale 1:1250

This map is based upon Ordnance Survey material with the
permission of Ordnance Survey on behalf of the Controller of
Her Majesty's Stationary Office © Crown Copyright.
Unauthorised reproduction infringes Crown Copyright and may
lead to prosecution or civil proceedings. 100019233. 2018

Plot Details - Title No. TT10685							
PLOT No.	TITLE No.	OWNER OR REPUTED OWNER	LESSEE OR REPUTED LESSEES	OCCUPIERS	TYPE	COLOUR	AREA (m ²)
6S	TT10685	The Governors, the Head Master and the Lower Master of the King's School of the Cathedral Church of Canterbury, Bursars Office, 25 The Precincts, Canterbury, CT1 2ES	-	Owner	Temporary Right for access during construction; Permanent Right for access to inspect and maintain viaduct over the railway	Blue	305
6T	TT10685	As above	-	As above	Temporary Right for access and working space during construction	Blue	116
6U	TT10685	As above	-	As above	Temporary Right for access during construction	Blue	275
6X	TT10685	As above	-	As above	Title	Pink	1921
6W	TT10685	As above	-	As above	Temporary Right for access during construction; Permanent Right for access to install, maintain and replace drainage pipe	Pink	5582
6V	TT10685	As above	-	As above	Temporary Right for access during construction	Blue	650

File ref: p:\d - projects\4300392 - A28 sturry link rd\102 drawings\01. working\000 non contract\cipo plans\4300392-000-82.dwg

P:\D - Projects\CO04300392 - A28 Sturry Link Rd\102 Drawings\01 Working\000 Non Contract\CPD Plans\4300392-000-92.dwg, 03/03/2021 17:25:55, jhughes



Plot Details - Title No. TT106850						
PLOT No.	OWNER OR REPUTED OWNER	LESSEE OR REPUTED LESSEES	OCCUPIERS	TYPE	COLOUR	AREA (m ²)
6	The Governors, the Head Master and the Lower Master of the King's School of the Cathedral Church of Canterbury, Bursars Office, 25 The Precincts, Canterbury, CT1 2ES	-	Owner	Temporary Right for construction access, Permanent Right for access for inspection and maintenance of viaduct over land.	Blue	1295
6A	As above	-	As above	Title	Pink	20
6B	As above	-	As above	Title	Pink	20
6C	As above	-	As above	Temporary Right for construction access, Permanent Right for access for inspection and maintenance.	Blue	2236
6D	As above	-	As above	Temporary Right for working space during construction	Blue	1175
6E	As above	-	As above	Temporary Right for working space during construction	Blue	1407
6F	As above	-	As above	Temporary Right for working space during construction	Blue	230
6G	As above	-	As above	Temporary Right for construction access, Permanent Right for access for inspection and maintenance of viaduct over land.	Blue	150
6H	As above	-	As above	Temporary Right for working space during construction	Blue	125
6I	As above	-	As above	Temporary Right for working space during construction	Blue	151
6J	As above	-	As above	Temporary Right for construction access, Permanent Right for access for inspection and maintenance of viaduct over land.	Blue	204
6K	As above	-	As above	Temporary Right for working space during construction	Blue	242
6L	As above	-	As above	Temporary Right for construction access, Permanent Right for access for inspection and maintenance of viaduct over land.	Blue	1750
6M	As above	-	As above	Title	Pink	20
6N	As above	-	As above	Title	Pink	20
6O	As above	-	As above	Title	Pink	20
6P	As above	-	As above	Temporary Right for working space during construction	Blue	1842
6Q	As above	-	As above	Temporary Right for working space during construction	Blue	2167
6R	As above	-	As above	Temporary Right for construction access, Permanent Right for access for inspection and maintenance.	Blue	216

DRAFT

Rev	Revision details	Chkd	Appd	Date
Drawn: JH	Preliminary			
Design: JH	For comment			
Chkd: .	For tender			
Appd: .	For construction			
Date: .	As constructed			
	For information			



Project Name
A28 Sturry Link Road,
Canterbury

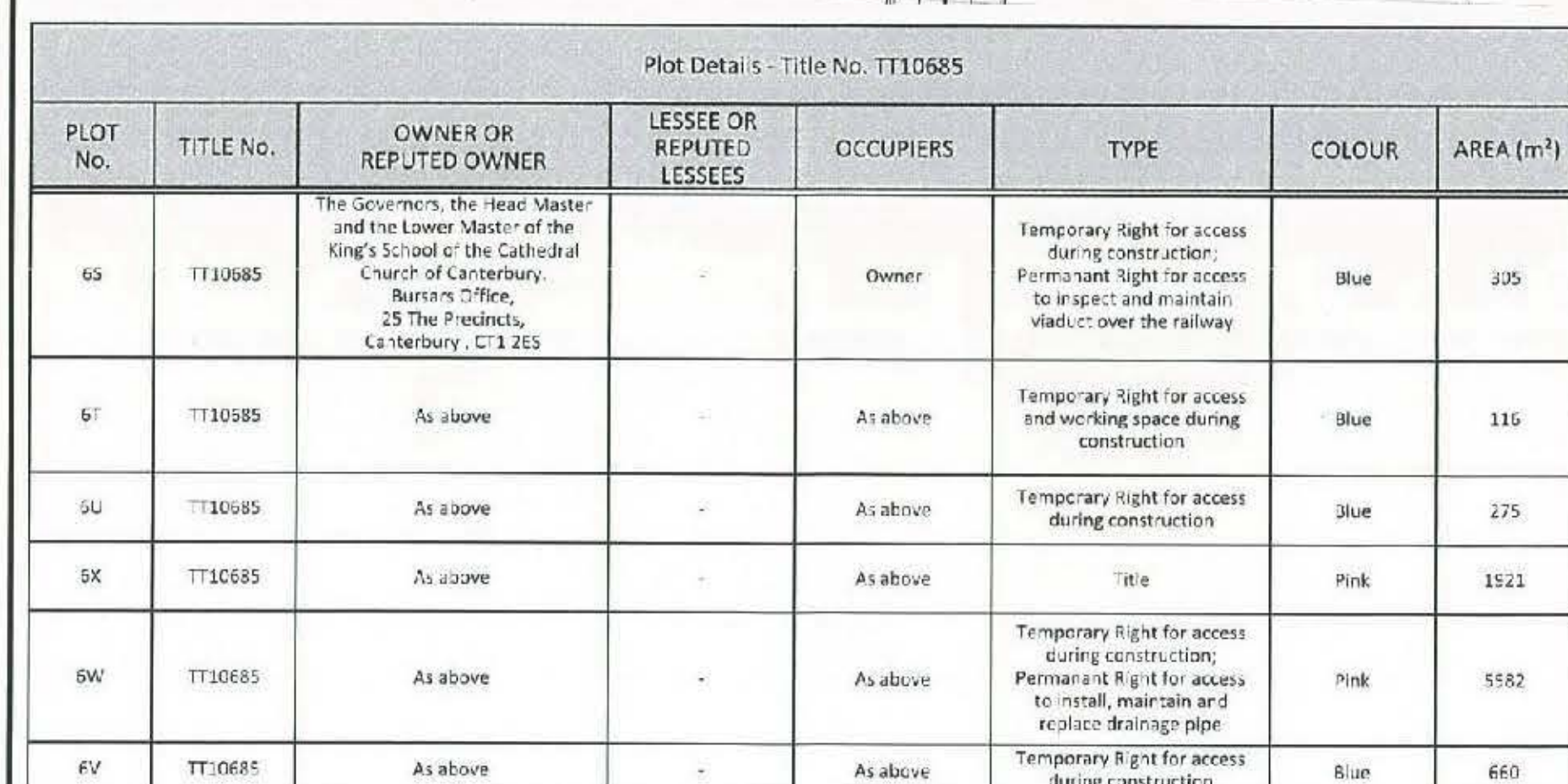
Drawing Title
Voluntary Acquisition
Land Plan -
Owner: Kings School

Original Drg Size : A3 Dimensions : m
Scale : As shown Copyright © Amey

Drawing No
4300392/000/92
Rev
00

This map is based upon Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. 100019236, 2018

File ref: p:\d - projects\co04300392 - a28 sturry link rd\102 drawings\01 working\000 non contract\cpd plans\4300392-000-92.dwg



C1	Plot SW reduced.	.	.	.
Rev	Revision details	Chkd	Appd	Date
Drawn: JH	Preliminary			
Design: JH	For comment			
Chkd:	For tender			
Appd: .	For construction			
Date: .	As constructed			
	For Information			



Client

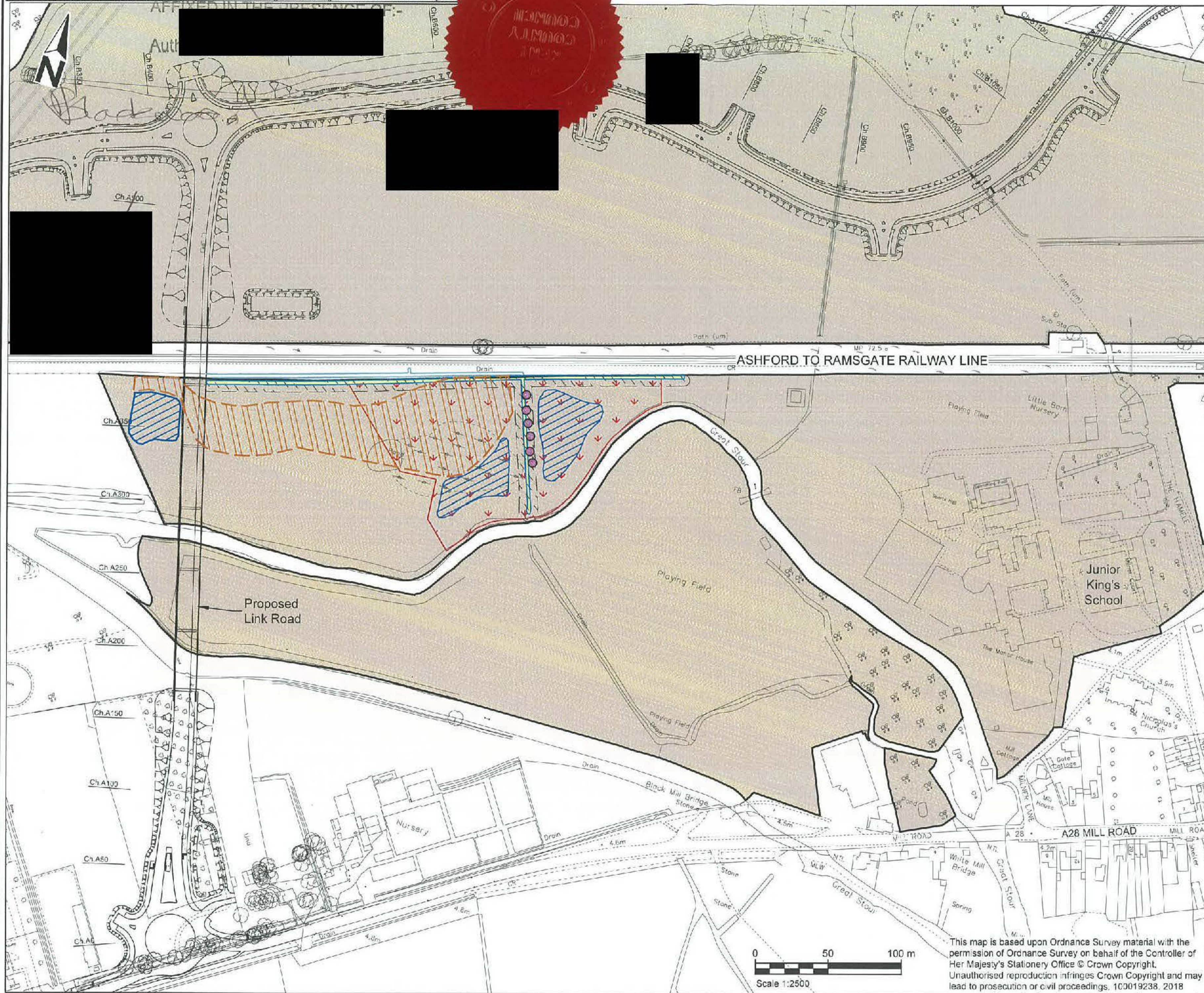


Project Name
A28 Sturry Link Road,
Canterbury

Drawing Title
Land Plan -
Owner: Kings School
(Including Scheme)

Original Drg Size : A3	Dimensions : m
Scale : 1:1250	Copyright ©Amev

Drawing No	Rev
4300392/000/96	01



LEGEND

- Desmoulin's Whorl Snail Colony
- Proposed Wetland Enhancements
- Creation of shallow scrapes to promote wetland habitat for wading birds and Desmoulin's Whorl Snail (0.40 hectare total area)
- Staged clearance and widening of up to 300 m of overgrown ditch to improve habitat suitability for Desmoulin's Whorl Snail
- Proposed new ditch for Desmoulin's Whorl Snail within School land
- Land owned by King's School
- Environmental Mitigation Land (1.50 hectares)
- Existing Marshy Grassland (1.23 hectares)

Rev	Rev details	Drwn	Chkd	Appd	Date
Designed:	JH				Date: 13/12/19
Drawn:	JH				Date: 13/12/19
Checked:					Date:
Approved:					Date:

Copyright in this design © Amey
ameyconsulting
 www.amey.co.uk

Client

Project Name
A28 Sturry Link Road, Canterbury

Drawing Title
Wetland Habitat Restoration Plan

Original Drg Size: A3 Scale: 1:2500
 Dimensions:

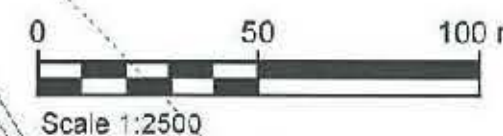
Drawing Status
FOR INFORMATION

Suitability
S2

Drawing No
4300392/000/108

Revision
00

This map is based upon Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. 100019238. 2018



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

Authorised Signatory



NOTES:
1. All dimensions shown are in metres
2. All other existing speed limits are to remain as is.

KEY:
Proposed extents of 20mph speed limit
Proposed extents of 30mph speed limit



1	26/09/2020	Approval of scheme for consultation	AVG	GP	VS
2	25/09/2020	Approval of scheme for consultation	AVG	GP	VS
3	17/09/2020	Final scheme for consultation	AVG	GP	VS
Rev	Revision Date	Proposed scheme	Drawn	Checked	Approved



Kent County Council
Ashford Highway Depot
Hemwood Industrial Estate
Ashford
TN24 8AJ
Tel: 03000 418181

Project	Combined Members Grant Sturry North (Canterbury)				
Drawing title	Proposed Speed Limit Change Popes Lane, Cedar Road & Babs Oak Hill Area, Sturry				
Drawing status	For Consultation				
Scale	1:2000 at A1	Do not scale			
Drawing number	2021-CMG-CA-005/01				2

This drawing is not to be used in whole or part other than for the intended purpose and
prior to the start of the project for full terms and conditions.

"Working Day" means any day which is not a Saturday a Sunday a bank holiday or a public holiday in England.

"Youth Services Contribution" means the sum derived by multiplying the sum of £16.11 (sixteen pounds and eleven pence) per Dwelling towards additional equipment and youth sessions providing outreach programmes local to the Site.

1.1 In this Agreement unless the context otherwise requires:

- (a) references to any party shall include the successors in title and assigns of that party;
- (b) covenants given or made by any party which includes more than one person (whether natural or artificial) shall be deemed to be given or made jointly and severally Save that any covenant by the Owners or the Developer to transfer an interest in land shall be given by those of the Owners or the Developer holding the interest in the relevant parcel of land to be transferred;
- (c) references to clauses and schedules are references to clauses in and schedules to this Agreement;
- (d) any mention herein of any Act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such Act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or section or regulation or statutory instrument;
- (e) the headings in this Agreement shall not form part of or affect its construction.

2 General provisions applicable to this Agreement

- 2.1 This Agreement is made under Sections 106 of the Act, Sections 111 and 120 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and any other enabling powers save in relation to the obligation in paragraph 10 of part 2 of schedule 6 which is made solely under section 111 of the Local Government Act 1972.
- 2.2 The obligations arising hereunder are planning obligations enforceable by the City Council and the County Council against the Owners and the Developer and their respective successors in title and assigns in respect of the Site.
- 2.3 If permission is granted pursuant to an application under Section 73 or 73A of the Act for any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the Act, this Deed shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 or 73A or 78 of the Act and the covenants or provisions in this Agreement shall be deemed to be accordingly modified to correspond to any such varied permission PROVIDED THAT nothing in this clause shall fetter the discretion of the City Council to determine that any application(s) under Section 73 of the Act require a new deed or supplemental deed to be entered into pursuant to sections 106 and 106A of the Act.
- 2.4 The provisions of clauses 6.1, 6.2 and 12 of this Agreement shall have effect upon the date of this Agreement but save for such clauses the remaining provisions of this Agreement shall have effect on Implementation.
- 2.5 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked (without the agreement of the Owners or the Developer) or otherwise withdrawn.
- 2.6 This Agreement shall be registered as a charge in the Council's Register of Local Land Charges.

- 2.7 In the event that this Agreement comes to an end or any provision of this Agreement shall have been satisfied or discharged the City Council and the County Council shall if so requested by the Owners or the Developer execute a deed of release satisfaction or discharge (or partial release satisfaction or discharge) from the relevant provisions of this Agreement and procure that a note thereof shall be registered on the City Council's Register of Local Land Charges.

3 Agreements and declarations

It is hereby agreed and declared as follows:

- 3.1 Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the City Council or the County Council in the exercise of their respective statutory functions and such rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the City Council or the County Council were not a party to this Agreement.
- 3.2 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 3.3 No waiver (whether express or implied) by the City Council or the County Council of any breach or default by the Owners or the Developer in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the City Council or the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof.
- 3.4 No party shall be liable under this Agreement for any breach of the covenants restrictions or obligations contained in this Agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any subsisting breach occurring prior to the parting by such party with such party's interest in the Site or any part thereof in respect of which any such breach has taken place.
- 3.5 The Developer shall not be liable under this Agreement for any breach of the covenants restrictions or obligations contained in this Agreement after the date on which it has parted with the entirety of its interest in the Site under the agreement dated 16 May 2013 between the Developer and the Owners provided that liability will still remain for any subsisting breach occurring prior to the such disposal in respect of which any such breach has taken place.
- 3.6 Nothing (contained or implied) in this Agreement shall fetter or restrict the City Council's or the County Council's statutory rights powers discretions and responsibilities.
- 3.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or modification variation or amendment thereof) granted after the date of the Planning Permission.

4 Notices

- 4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile.
- 4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:

The City Council	The Director Military Road Canterbury
------------------	---

	Kent CT1 1YW
The County Council	Office of the General Counsel Kent County Council County Hall Maidstone Kent ME14 1XQ Ref. PH/KEN002:000624
The Owners	At their respective address set out in this Agreement or such other address as shall be notified by the Owners in writing to each of the other parties to this Agreement
The Developer	At their respective address set out in this Agreement or such other address as shall be notified by the Developer in writing to each of the other parties to this Agreement
The Mortgagee	At their respective address set out in this Agreement or such other address as shall be notified by the Mortgagee in writing to each of the other parties to this Agreement

- 4.3 Any notice or other written communication to be given by the City Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the City Council or the County Council by a duly authorised officer.

5 Third parties

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled (in that person's own right) to enforce any provisions of this Agreement.

6 Costs

- 6.1 The Owners or the Developer shall on completion of this Agreement pay the City Council's and the County Council's reasonable legal and administrative costs incurred in the preparation negotiation and completion of this Agreement.
- 6.2 The Owners or the Developer shall pay the City Council's Monitoring Fee to the City Council within seven days of Implementation.
- 6.3 The Owner or the Developer shall pay the Professional Fees to the City Council within seven days of Implementation.

7 Payment of Interest

- 7.1 The Owners or the Developer shall pay interest at the rate of 4% above Bank of England base rate for the time being in force on any monies due under the provisions of this Agreement in the event of late payment for the period from the date the monies should have been paid to the date the money is received.

8 Indexation

- 8.1 Any Contributions to be paid to the City Council or the County Council shall be Index Linked.
- 8.2 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 City Council or County Council (as relevant) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the relevant Council shall approve.

9 VAT

9.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.

9.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and VAT shall be paid accordingly.

10 Jurisdiction

10.1 This Agreement is to be governed by and interpreted in accordance with the laws of England and Wales.

11 Disputes

11.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement (except in relation to the quantum of the financial sums payable under this Agreement) promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.

11.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.

11.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party for decision by a person appointed by agreement between the parties or (in default of agreement) by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.

11.4 Nothing in Clauses 11.1 and 11.2 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

12 Covenants

12.1 The Owners and the Developer hereby covenant with the City Council to carry out and comply with the obligations and restrictions on their part set out in this Agreement and in Schedules 1, 2, 3, 5 and 9 of this Agreement which are expressed to be given to or to be for the benefit of the City Council and as a separate covenant with the County Council to carry out and comply with the obligations and restrictions on their part set out in this Agreement and in Schedules 4, 6, 7, 8, 10 and 11 which are expressed to be given to or to be for the benefit of the County Council.

13 The Council and the County Council Obligations

13.1 The City Council covenants with the Owners and the Developer to comply with the obligations on their part set out in this Agreement and Schedules of this Agreement where covenants are expressed to be given by the City Council to or for the benefit of the Owners or the Developer.

- 13.2 The County Council covenants with the Owners and the Developer to comply with the obligations on their part set out in this Agreement and Schedules of this Agreement where covenants are expressed to be given by the County Council to or for the benefit of the Owners or the Developer.

14 Ownership

- 14.1 Until the obligations covenants and restrictions in the schedules have been complied with, the Owner and the Developer will give to the City Council and the County Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of

provided that the provisions of this clause shall not apply to any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of any Dwelling or with or in relation to a Statutory Undertaker.

15 Issue of Approvals

- 15.1 Where any approval consent agreement or the like is required to be given by the City Council or the County Council pursuant to the terms of this Agreement it shall be in writing and shall not be unreasonably withheld or delayed.

16 Dwellings and statutory undertakers land

- 16.1 The obligations and restrictions in this Agreement shall not be enforceable against:

- (a) an owner lessee occupier mortgagee or chargee of any Dwelling; or
- (b) a statutory undertaker which acquires any part of the Site for the purpose of its statutory undertaking or function.

17 Notification

- 17.1 The Owners or the Developer agrees to notify the City Council and the County Council of:

- (a) the date of Implementation;
- (b) the Practical Completion of any Dwelling which acts as a trigger for the performance by the Owners or the Developer of any obligation owed to the City Council and/or the County Council; and
- (c) the Occupation of any Dwelling which acts as a trigger for the performance by the Owners or the Developer of any obligation owed to the City Council and/or the County Council.

- 17.2 The Owners or the Developer shall notify the County Council:

- (a) prior to the commencement of Development on each Phase of Development details of the name and address of the developer who will construct that Phase of Development;
- (b) upon the commencement of a Phase of Development;
- (c) upon the commencement of a Phase of Development the number of Qualifying Flats and/or Houses in that Phase of Development;

- (d) upon the first Occupation of a Phase of Development; and
- (e) upon Occupation of 300, 320, 370, 420, 470, 520, 570 and 610 Dwellings.

18 Mortgagee

- 18.1 The Mortgagee consents to the Owner entering into this Agreement and acknowledges that this Agreement binds the Land.
- 18.2 The Mortgagee shall only be liable for any breach of this Agreement if it itself caused the breach whilst mortgagee in possession and shall not be liable for any pre-existing breach.

Schedule 1 Open Space

- 1 The Owners or the Developer shall not cause or permit Implementation unless and until it has submitted:
 - 1.1 the Landscape Strategy; and
 - 1.2 the Publicly Accessible Open Space Management and Maintenance Planto the City Council and the City Council has approved the same in writing such approval not be unreasonably withheld.
- 2 The Owners or the Developer shall keep the Publicly Accessible Open Space open and available for access by the public in perpetuity in accordance with the Approved Publicly Accessible Open Space Management Plan save as provided for in this Agreement or as may be approved by the City Council in writing or in the following circumstances:
 - 2.1 in the case of Force Majeure;
 - 2.2 where there is a need to carry out maintenance, cleaning, renewal and necessary required works including works associated with the landscaping to be provided within the Publicly Accessible Open Space or structural or non structural alteration, provided that any works under this sub-paragraph shall only be undertaken with the prior approval of the City Council and such work shall be carried out in a timely manner in accordance with timescales provided by the City Council so as to cause minimum disruption to the public; and
- 3 The Owners or the Developer shall not erect or allow to be erected any structure on or in the Publicly Accessible Open Space Land without the consent of the City Council save that for the avoidance of doubt the provision of sustainable drainage systems, drainage services, other drainage systems, footpaths and accessways for all purposes, shall not be construed as structures for the purposes of this paragraph save as otherwise restricted under condition 21 of the Planning Permission.
- 4 The Owners or the Developer shall keep the Publicly Accessible Open Space Land adequately and properly insured providing evidence of such insurance to the Council when requested and in the event of damage pay out any insurance payments on making good such damage.
- 5 The Owners or the Developer shall review the terms of the Publicly Accessible Open Space Provision and Management and Maintenance Plan in such manner as the Publicly Accessible Open Space Provision and Management and Maintenance Plan may provide and in any event at least every 12 months after first Occupation of any dwelling so as to ensure that the Publicly Accessible Open Space Land remains high quality Publicly Accessible Open Space.
- 6 The Owners or the Developer shall:
 - 6.1 Implement the Approved Landscape Strategy for each relevant Phase within one year after the date of Implementation or (if later) the next following planting season;
 - 6.2 Not Occupy more than fifty percent (50%) of the Dwellings within the relevant Phase unless and until the Approved Landscape Strategy for such Phase has been implemented in full;
 - 6.3 Implement the Approved Publicly Accessible Open Space Management and Maintenance Plan in accordance with the timelines set out in the said Approved Plan and thereafter comply with the review provisions set out in paragraph above;

- 6.4 Not to Occupy more than fifty percent (50%) of the Dwellings within the relevant Phase until implementation of the Approved Publicly Accessible Open Space Management Plan for such Phase has taken place in accordance with the timelines set out therein and either;
- (a) an external management company has been appointed to manage the Open Space Land for such Phase; or
 - (b) the Owners or the Developer has entered into an agreement to transfer the freehold of the Open Space Land for such Phase to an external management company.
 - (c) save as otherwise agreed by the City Council.
- 6.5 The area of Open Space Land approved under the Landscape Strategy within the area edged red on the Open Space Plan shall be retained and maintained as open space solely by the owner for the time being of title number K925200 under the approved Landscape Strategy save that it is agreed that the Landscape Strategy to be approved for such area shall not be required to provide hard landscaping or the provision of new trees within such area.
- 6.6 The area edged red on the Alternative Open Space Plan may be used as Open Space under an approved Landscape Strategy in the event that consent or approval for the use of such area for open space use is granted or given by the City Council and in such event the owner for the time being of title number K925200 shall be solely responsible for retaining and maintaining such areas save that it is agreed that the Landscape Strategy to be approved for such area shall not be required to provide hard landscaping or the provision of new trees within such area.

Schedule 2
Electric Vehicles

1. The Owner or the Developer shall:
 - 1.1 provide Electric Vehicle Passive Charging Points for 439 (four hundred and thirty nine) Dwellings;
 - 1.2 provide Electric Vehicle Active Charging Points for 44 (forty four) Dwellings; and
 - 1.3 provide 19 (nineteen) Electric Vehicle Off-Plot Passive Charging Points within the Unallocated Parking.;
 - 1.3 not allow the Occupation of any Dwelling with dedicated parking provision until an Electric Vehicle Charging Point has been provided with the parking space at that Dwelling.
 - 1.4 not commence a Phase unless and until an Unallocated Parking Scheme in respect of that Phase has been submitted to and approved in writing by the Council.
 - 1.5 complete the Unallocated Parking in each Phase in accordance with the approved Unallocated Parking Scheme in respect of that Phase unless otherwise agreed in writing by the Council.

Schedule 3
SAMM

- 1 The Owners and the Developer covenants with the City Council as follows:
 - 1.1 to pay the SAMM Contribution to the City Council applicable to each Phase for the number and size of Dwellings within such Phase prior to the commencement of such Phase in the following proportions:
 - (a) thirty five percent (35%) of the SAMM Contribution for such Phase prior to the commencement of development of such Phase; and
 - (b) the balance of the SAMM Contribution for such Phase prior to the Occupation of seventy five percent (75%) of the Dwellings within such Phase.
 - 1.2 not to cause or permit commencement of a Phase until the SAMM Contribution applicable to such Phase has been paid to the City Council in accordance with the provisions of paragraph 1.1(a) of this schedule; and
 - 1.3 not to cause or permit Occupation of seventy five percent (75%) of a Phase until the balance of the SAMM Contribution applicable to such Phase has been paid to the City Council in accordance with the provisions of paragraph 1.1(b) of this schedule.

Schedule 4
Community Learning / Youth Services

Part 1: Community Learning

1. The Owners and the Developer covenant with the County Council to pay the Community Learning Contribution to the County Council in the following equal instalments as follows:
 - 1.1 50% on or prior to the Occupation of 470 Dwellings; and
 - 1.2 50% on or prior to the Occupation of 570 Dwellings.
2. The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
 - 2.1 470 Dwellings unless and until it has paid to the County Council 50% of the Community Learning Contribution; and
 - 2.2 570 Dwellings unless and until it has paid to the County Council the Community Learning Contribution in full.
3. The Community Learning Contribution payable under paragraph 1 of this Part 1 shall be calculated on the basis of the 630 Dwellings.
4. Where the Dwellings with Reserved Matters granted on the Site do not match the number of Dwellings on which the Community Learning Contribution was calculated, the Owners and the Developer and the County Council shall agree on the Occupation of the 610th Dwelling the correct sum to be paid and then:
 - 4.1 in the case of an underpayment, the Owners and the Developers shall within 30 days make a final balancing payment for the Community Learning Contribution; or
 - 4.2 in the case of an overpayment, the County Council shall within 30 days repay the overpayment of the Community Learning Contribution to the Owners, together with any Interest accrued.

Part 2: Youth Services

- 1.1 The Owners and the Developer covenant with the County Council to pay the Youth Services Contribution to the County Council in the following equal instalments as follows:
 - 1.2 50% on or prior to the Occupation of 470 Dwellings; and
 - 1.3 50% on or prior to the Occupation of 570 Dwellings.
2. The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
 - 2.1 470 Dwellings unless and until it has paid to the County Council 50% of the Youth Services Contribution; and
 - 2.2 570 Dwellings unless and until it has paid to the County Council the Youth Services Contribution in full.
3. The Youth Services Contribution payable under paragraph 1 of this Part 2 shall be calculated on the basis of the 630 Dwellings.
4. Where the Dwellings with Reserved Matters granted on the Site do not match the number Dwellings, on which the Youth Services Contribution was calculated, the Owners and the

Developer and the County Council shall agree on the Occupation of the 610th Dwelling the correct sum to be paid and then:

- 4.1 in the case of an underpayment, the Owners and the Developers shall within 30 days make a final balancing payment for the Youth Services Contribution; or
- 4.2 in the case of an overpayment, the County Council shall within 30 days repay the overpayment of the Youth Services Contribution to the Owners, together with any interest accrued.

Schedule 5
Community Centre Land

- 1 Prior to the Occupation of 250 (two hundred and fifty) Dwellings the Owner or the Developer covenant with the City Council to offer a transfer of the Community Centre Land to the Parish Council for one pound (£1.00) and upon acceptance of such offer by the Parish Council to thereafter expeditiously take all reasonable measures to effect such transfer of the Community Centre Land to the Parish Council.

Schedule 6
Education / Primary School Land / PROW

Part 1: Education Contributions

- 1 The Owners and the Developers covenant with the County Council to pay the Primary Education Contribution (PEC) and the Secondary Education Contribution (SEC) to the County Council in the following instalments as follows:
 - 1.1 £250,000 of the PEC and £250,000 of the SEC prior to the Occupation of 370 Dwellings;
 - 1.2 £524,059.56 of PEC and £545,816.44 of the SEC prior to the Occupation of 420 Dwellings;
 - 1.3 £524,059.56 of the PEC and £545,816.44 of the SEC prior to the Occupation of 470 Dwellings;
 - 1.4 £427,246.36 of the PEC and £441,564.74 of the SEC prior to the Occupation of 520 Dwellings;
 - 1.5 £427,246.36 of the PEC and £441,564.74 of the SEC to the Occupation of 570 Dwellings; and
 - 1.6 £427,246.36 of the PEC and £441,564.74 of the SEC prior to the Occupation of 590 Dwellings.
2. In the event that the Secondary Education Contribution is reduced under the Reduced Infrastructure Costs Provisions in paragraph 6 of schedule 11 the amount of the reduced Secondary Education Contribution shall be paid in accordance with the prescribed triggers for the instalment payments set out in paragraph 1 of this schedule as if the non-reduced amount of the Secondary Education Contribution was payable and such payments shall continue until the reduced amount of the Secondary Education Contribution has been paid in full.
3. The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than the relevant number of Dwellings set out in paragraphs 1.1 to 1.6 of this schedule unless and until the Primary Education Contribution and the Secondary Education Contributions for that tranche of Dwellings has been paid to the County Council.
4. Subject to paragraph 5 of this Part 1, in the event that 610 Dwellings are Occupied and Reserved Matters have not been granted for a total of 630 Dwellings, the total Primary Education Contribution ("PEC") payable shall be calculated on the basis of $PEC = A + C$ where:

$A = 88.25\%$ of the total number of Qualifying Houses multiplied by £4,535.00; and

$C = 8.55\%$ of the total number Qualifying Flats multiplied by the amount of £1,134.00.
5. Where the Dwellings with Reserved Matters approval on the Site do not match the number of houses (A) and flats (C), on which the Primary Education Contribution was calculated under paragraph 4 the Owners and the Developer and the County Council shall agree on the Occupation of each of the 500th Dwelling and the 630th Dwelling the correct sum to be paid as at that date and then:
 - a) in the case of an underpayment, the Owners and the Developers shall within 30 days of such agreement make a balancing payment for the Primary Education Contribution; or

- b) in the case of an overpayment, the County Council shall within 30 days of such agreement repay the overpayment of the Primary Education Contribution to the Owners, together with any Interest accrued.
- 6. Subject to paragraph 7 of this Part 1, in the event that 610 Dwellings are Occupied and Reserved Matters have not been granted for a total of 630 Dwellings, the total Secondary Education Contribution (SEC) payable under paragraphs 1 or 2 of this schedule (as applicable) shall be calculated on the basis of the $SEC = A + C$ where:

A = 88.25% of the total number of Qualifying Houses multiplied by £4,535.00; and

C = 8.55% of the total number Qualifying Flats multiplied by the amount of £1,134.00.
- 7. Where the Dwellings with Reserved Matters approval on the Site do not match the number of houses (A) and flats (C), on which the Secondary Education Contribution was calculated under paragraph 6 of this Part 1 the Owners and the Developer and the County Council shall agree on the Occupation of each of the 500th Dwelling and the 630th Dwelling the correct sum to be paid as at that date and then:
 - a) in the case of an underpayment, the Owners and the Developers shall within 30 days of such agreement make a final balancing payment for the Secondary Education Contribution; or
 - b) in the case of an overpayment, the County Council shall within 30 days of such agreement repay the overpayment of the Secondary Education Contribution to the Owners, together with any Interest accrued.

Part 2: Primary School Land

1. The Owners and the Developer covenant with the County Council that from the Implementation of the Development the Primary School Land shall be reserved and held by the Owner and Developer solely for use as a Primary Education Facility and associated ancillary uses and shall not be used for any purpose which would render the Primary School Land unsuitable for such use save that it is hereby agreed that the Owner and the Developer and the County Council may alter the boundaries of the Primary School Land prior to the Implementation of the Development provided such alterations are agreed in writing between such parties (acting reasonably).
2. In the event that the Primary School Land Transfer Terms cannot be agreed for the Primary School Land prior to the Occupation of 250 (two hundred and fifty) Dwellings an alternative location for the Primary School together with access and egress points to the school shall be agreed between the Owner and the Developer and the County Council and the Owner and the Developer shall not permit or allow the Occupation of 250 (two hundred and fifty) Dwellings until the County Council has approved such alternative location of the Primary School Land together with such access and egress points.
3. The first Reserved Matters application shall include:
 - a. access and egress (which may include part of the Sturry Link Road and a Secondary Road approved under the Planning Permission) to the Primary School Land providing a connection to the Secondary Road and/or Sturry Link Road;
 - b. details of a Secondary Road going through the Development and which shall be constructed to an adoptable standard, and shall include separate access and egress points from the Secondary Road to the Primary School Land;

- c. details of a haul road providing access to/egress from the public highway to and from the boundary of the Primary School Land, for use by construction traffic attending the Primary School Land.
- 4. Prior to the Occupation of 300 Dwellings the Owner shall:
 - a. submit to the County Council or a body nominated by the County Council for approval a draft transfer in respect of the Primary School Land to the County Council or a body nominated by the County Council such draft transfer to be in accordance with the Primary School Land Transfer Terms; and
 - b. on or before Occupation of 300 Dwellings the Owner shall transfer the Primary School Land to the County Council or its nominee:
 - i. with full title guarantee free from incumbrances for the sum of £1.00 (one pound);
 - ii. within 3 (three) months (unless otherwise stipulated by the County Council in writing) from the date upon which the terms of the draft transfer are agreed; and
 - iii. in accordance with the draft transfer approved by the County Council pursuant to paragraph 2 Part 2 of this Schedule.
- 5. The Owners and the Developer shall not Occupy or permit Occupation of more than 300 Dwellings unless and until the Primary School Land has been transferred to the County Council or a body nominated by them (unless otherwise agreed in writing by the County Council).
- 6. If the County Council or body nominated by the County Council and the Owner are unable to agree the terms of the transfer of the Primary School Land within six months of receipt by the County Council or body nominated by the County Council from the Owner of a draft transfer of the freehold of the Primary School Land in accordance with the by Terms then either party may apply for the terms to be fixed by an expert in accordance with clause 11 hereof.
- 7. In the event of a referral to the expert under clause 11 all parties to the proposed transfer shall use reasonable endeavours to complete the transfer of the Primary School Land according to such determination by the expert save that the obligation to transfer the Primary School Land shall cease absolutely if such reasonable endeavours have not effected the completion of the transfer of the Primary School Land within 12 (twelve) months of the date of such determination by the expert (or such timeframe otherwise agreed in writing between the parties).
- 8. The Owners and the Developer shall pay the County Council's reasonable legal and professional costs of completing the transfer of the Primary School Land.
- 9. The Owners and the Developer shall pay any SDLT associated with the transfer of the Primary School Land (including reasonable costs and disbursements of the transferee) on execution of the transfer form TP1 (or such other HM Land Registry updated version in use at the time).
- 10. The County Council or the body nominated by the County Council to which the Primary School Land is transferred may:
 - a. at their sole and absolute discretion allow use of the Playing Field during reasonable hours other than by the Primary School save that such use:
 - b. shall not impact on the use of the Playing Field by the Primary School for its own purposes;
 - c. may be restricted to private use only at their sole discretion; and
 - d. may include public use at their sole discretion.

10. In the event that the County Council receives any of the Broad Oak Primary School Land Contribution the County Council shall within 60 (sixty) days of receipt of such monies pay such monies to the Owner.

Part 3: PROW

1. Prior to making the first application for the Reserved Matters (where such approval of Reserved Matters allows for the construction of Dwellings) the Owner shall:
 - a. submit an application for the Stopping-up of the PROW to the County Council on land within the ownership of the Owner to prevent access from the Development to the Ramsgate/Canterbury railway line; and
 - b. shall use reasonable endeavours to seek the agreement from any other owner of a legal interest in the land to be comprised within the Stopping-up of the PROW for the inclusion of such interest in the application to be made under paragraph 1(a) of this Part 3.
2. The Owner shall use reasonable endeavours to progress the application for the Stopping-up of the PROW (or such parts of PROW CB61 as may be comprised within such application pursuant to paragraph 1(b) of this Part 3 of this schedule) in order to secure the purpose of such application.
3. The Owner shall pay the PROW Contribution to the County Council on or before the Trigger Date and shall not Occupy more than 320 Dwellings unless and until the PROW Contribution has been paid.
4. Unless otherwise agreed with the County Council no more than 450 (four hundred and fifty) Dwellings shall be Occupied unless the order sought by the application set out in paragraph 1(b) of Part 3 of this schedule has been determined by the relevant competent authority under the relevant statutory provisions save that the Owner may Occupy more than 450 (four hundred and fifty) Dwellings if one or more of such determinations do not make certify or confirm (as applicable) the order sought or a decision whether to make certify or confirm the order has not occurred notwithstanding the reasonable endeavours of the Owner in progressing such an application.
5. Prior to making the first application for the Reserved Matters the Owner shall enter into a Highways Agreement for the carrying out of widening works to PROW CB64 (as shown for indicative purposes on the PROW Plan) and for the dedication of such widened parts of PROW CB64 to the County Council save that such works and dedication shall only extend to those parts of the widened PROW CB64 which are located within the Site.
6. The Owner shall not Occupy more than 450 (four hundred and fifty) Dwellings until the works approved under the Highways Agreement (being the works specified in paragraph 4 of Part 3 of this schedule) have been completed.

Schedule 7
Library

1. The Owners and the Developer covenant with the County Council to pay the Library Contribution to the County Council in the following equal instalments as follows:
 - 1.1 50% on or prior to the Occupation of 470 Dwellings; and
 - 1.2 50% on or prior to the Occupation of 570 Dwellings.
- 2 The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
 - 2.1 470 Dwellings unless and until it has paid to the County Council 50% of the Library Contribution; and
 - 2.2 570 Dwellings unless and until it has paid to the County Council the Library Contribution in full.
- 3 The Library Contribution payable under paragraph 1 shall be calculated on the basis of 630 Dwellings.
- 4 Where the Dwellings with Reserved Matters granted on the Site do not match the number Dwellings, on which the Library Contribution was calculated, the Owners and the Developer and the County Council shall agree on the Occupation of the 610th Dwelling the correct sum to be paid and then:
 - 4.1 in the case of an underpayment, the Owners and the Developers shall within 30 days make a final balancing payment for the Library Contribution; or
 - 4.2 in the case of an overpayment, the County Council shall within 30 days repay the overpayment of the Library Contribution to the Owners, together with any Interest accrued.

**Schedule 8
Adult Social Care**

- 1 The Owners and the Developer covenant with the County Council to pay the Adult Social Care Contribution to the County Council in the following equal instalments as follows:
 - 1.1 50% on or prior to the Occupation of 470 Dwellings; and
 - 1.2 50% on or prior to the Occupation of 570 Dwellings.
- 2 The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
 - 2.1 470 Dwellings unless and until it has paid to the County Council 50% of the Adult Social Care Contribution; and
 - 2.2 570 Dwellings unless and until it has paid to the County Council the Adult Social Care Contribution in full.
- 3 The Adult Social Care Contribution payable under paragraph 1 shall be calculated on the basis of 630 Dwellings.
- 4 Where the Dwellings with Reserved Matters granted on the Site do not match the number Dwellings on which the Adult Social Care Contribution was calculated the Owners and the Developer and the County Council shall agree on the Occupation of the 610th Dwelling the correct sum to be paid and then:
 - 4.1 in the case of an underpayment, the Owners and the Developers shall within 30 days make a final balancing payment for the Adult Social Care Contribution; or
 - 4.2 in the case of an overpayment, the County Council shall within 30 days repay the overpayment of the Adult Social Care Contribution to the Owners together with any Interest accrued.

**Schedule 9
Medical Centre**

- 1 The Owners and the Developer covenant with the City Council to pay the Medical Centre Contribution to the Council in accordance with the following provisions:
 - 1.1 Prior to the Occupation of 420 (four hundred and twenty) Dwellings a sum equivalent to one third of the Medical Centre Contribution;
 - 1.2 Prior to the Occupation of 520 (five hundred and twenty) Dwellings a sum equivalent to one third of the Medical Centre Contribution;
- 2 Prior to the Occupation of 620 (five hundred and twenty) Dwellings a sum equivalent to one third of the Medical Centre Contribution; The Owners and the Developer covenant with the Council:
 - 2.1 not to Occupy more than 420 (four hundred and twenty) Dwellings until the first instalment of the Medical Centre Contribution has been paid in accordance with the provisions of paragraph 1.1 of this schedule;
 - 2.2 not to Occupy more than 520 (five hundred and twenty) Dwellings until the second instalment of the Medical Centre Contribution has been paid in accordance with the provisions of paragraph 1.2 of this schedule; and
 - 2.3 not to Occupy more than 620 (six hundred and twenty) Dwellings until the third instalment of the Medical Centre Contribution has been paid in accordance with the provisions of paragraph 1.3 of this schedule.
- 3 In the event that none of the Foul Infrastructure Cost is payable prior to the Occupation of the 580th Dwelling the Owners:
 - 3.1 may deduct the Medical Centre Balancing Contribution from the instalment due for the Secondary Education Contribution under the provisions in paragraphs 1.6 of Part 1 of Schedule 6;
 - 3.2 the balance due thereafter for the Secondary Education Contribution shall be reduced by the amount of the Medical Centre Balancing Contribution; and
 - 3.3 the Owners shall pay the Medical Centre Balancing Contribution to the City Council.

Schedule 10 Transport

Travel Plan

1. Prior to Implementation the Owners and the Developer shall pay the Travel Plan Monitoring Fee to the County Council and not cause or permit the Occupation of any Dwellings until the said fee has been paid.
2. The Owners and Developer shall:
 - 2.1. prior to Implementation submit to the County Council for written approval (such approval not to be unreasonably withheld or delayed) the Travel Plan and shall thereafter:
 - 2.2. prior to Occupation of any Dwellings, review the Travel Plan (to include any remedial measures) and submit the reviewed Travel Plan (if amendments to the Travel Plan have been identified by the Owner or Developer) to the Council for written approval (such approval not to be unreasonably withheld or delayed), and
 - 2.3. implement and comply with any modifications to the Travel Plan arising from the review (if applicable); and
3. The Owners shall comply with the Travel Plan and use reasonable endeavours to achieve the following targets:
 - 3.1. a reduction in vehicle trips as per the transport assessment submitted with the Application; and
 - 3.2. a change of modal split showing an increase in use of public transport or transport modes other than private vehicles.
4. Within six months of Practical Completion of the final Dwelling, the Owner and the Developer shall submit a final Travel Plan to the County Council, showing the baseline survey results and any updated measures required.
5. The Owners and the Developer shall implement the Travel Plan during the lifetime of the Development.
6. The Owners shall appoint at its own expense a Travel Plan Co-ordinator prior to Occupation of any part of the Development and shall notify the Authorities in writing of the name, address, telephone number and email address of the person appointed.
7. The Owners shall ensure that the Travel Plan Co-ordinator undertakes his/her role/responsibilities in accordance with the Travel Plan, including the submission of annual monitoring reports and surveys to the County Council for a period of five (5) calendar years after the date of first Occupation of the Dwellings.
8. The annual monitoring reports shall set out and evidence, to the County Council's reasonable satisfaction, how the Travel Plan has been implemented during the previous year and include:
 - 8.1. measures introduced and actions taken to promote the Travel Plan;
 - 8.2. a statistical summary of the modal split of employees/residents/users disclosed by the monitoring surveys;
 - 8.3. the progress of the Travel Plan in achieving targets and identifying any amendments to be agreed in writing by the County Council in the event that targets (referred to in paragraph 3 above) are not achieved;
 - 8.4. a plan for future actions to be implemented.

9. In the event that the annual report shows that the Travel Plan has failed to meet its objectives/targets in any respect, then the Owners shall submit to the County Council:
 - 9.1. a revised Travel Plan setting out the proposed remedial measures for the County Council's approval, such approval not to be unreasonably withheld or delayed;
 - 9.2. implement the remedial measures approved by the County Council in the revised Travel Plan within two (2) months after approval of the revised Travel Plan;
 - 9.3. a monitoring report six (6) months following approval of the revised Travel Plan and in the event that the monitoring report shows that the revised Travel Plan has failed to meet its objectives/targets in any respect, to repeat the steps set out under paragraph 3 until the approved Travel Plan at the given time has met its objectives/targets to the County Council's reasonable satisfaction

Sustainable Transport Vouchers

1. Subject to paragraph 3 below the Owners and/or the Developer shall on the first Occupation of each Dwelling provide one Sustainable Transport Voucher for each Dwelling entitling one occupier of such Dwelling to request from the Owner and the Developer a reimbursement of expenditure actually incurred for one annual bus pass by such occupier.
2. The Owners and the Developer shall reimburse an occupier within 20 Working Days of receipt of the request for reimbursement under paragraph 1 above provided that:
 - 2.1. any request for reimbursement shall be made within 24 months from the date of first Occupation of the relevant Dwelling; and
 - 2.2. upon request for reimbursement such occupier shall provide the Owners with satisfactory evidence of the expenditure incurred.
3. The total sum to be reimbursed under the provisions in paragraph 1 above shall not exceed £200,340 (two hundred thousand three hundred and forty pounds).

Traffic Regulation Order

1. The Owners and/or the Developer shall pay to the County Council:
 - 1.1. the Traffic Regulation Order Contribution on or before Implementation; and
 - 1.2. not Implement the Development unless and until the Traffic Regulation Order Contribution has been paid.

Cycle Link Contribution

1. The Owners and/or the Developer covenant to pay the Cycle Link Contribution on or before the Contribution Trigger Date and not to Occupy more than 320 (three hundred and twenty) Dwellings unless the Cycle Link Contribution has been paid.

Schedule 11
Sturry Link Road / Sturry Link Road Land Transfer

Part 1
ADDITIONAL STURRY LINK ROAD LAND CONTRIBUTION

1. The Owners or the Developer shall pay to the County Council instalments of the Sturry Link Road Contribution on a Quarterly basis within 10 (ten) weeks of the approval of Reserved Matters (where such approval of Reserved Matters allows for the construction of Dwellings) to be calculated based on the number of Practical Completions of Dwellings in the previous Quarter save that if there have been no Practical Completions of Dwellings at the time the Sturry Link Road Application is approved, paragraph 2 shall apply.
2. The Owners or Developer shall make the first Instalment of the Sturry Link Road Contribution on a date to be agreed with the County Council PROVIDED THAT such said date shall be no later than 3 months after the date of first Occupation in the following Quarter and every Quarter after the first instalment of the Sturry Link Road Contribution is paid, calculated on the basis of the number of Practical Completions of Dwellings in the previous Quarter, until the Sturry Link Road Contribution has been paid in full.
3. The Owners or the Developer shall provide written reports to the County Council on a Quarterly basis confirming the number of Practical Completions in the previous Quarter.
4. In the event that SELEP Funding (or any part of it) is not received by the County Council, the County Council shall give notice to the Owners and Developer:
 - 4.1. that the SELEP Funding (or any part of it) has not been received by the County Council on or before 31 March 2022; and
 - 4.2. set out the sum payable under the Additional Sturry Link Contribution on a per Dwelling basis in said notice, such sum per Dwelling to be calculated as follows:
$$A / B = C$$
Where:
A = the Additional Sturry Link Road Contribution
B = 320
C = the amount of the Additional Sturry Link Road Contribution payable per Dwelling
5. The Owners or the Developer shall pay the Additional Sturry Link Road Contribution specified in the notice set out under paragraph 4.2 of this schedule, on each Quarter following the Trigger Date, such payment to be based on the number of Dwellings Occupied during the relevant Quarter. If the Additional Sturry Link Contribution is payable, no further Dwellings shall be Occupied after the relevant Quarter when the Additional Sturry Link Road Contribution becomes payable, unless and until the Additional Sturry Link Road Contribution for the relevant Quarter has been paid to the County Council.
6. If the Additional Sturry Link Road Contribution and/or the Borrowing Costs are payable under the provisions in paragraph 4 of this schedule and/or the Foul Infrastructure Cost are incurred by the Owners then the amount of the Additional Sturry Link Road Contribution and/or the Borrowing Costs and/or the Foul Infrastructure Cost (as applicable) shall be deducted from the following Contributions (or such part of them as may be deductible from such Contributions until the amount of such Contributions are reduced to nil) as follows and in the following order:
 - 6.1. the Adult Social Care Contribution;
 - 6.2. the Community Learning Contribution;
 - 6.3. the Library Contribution;
 - 6.4. the Youth Services Contribution; and
 - 6.5. the Secondary Education Contribution

7. The Parties agree that the County Council shall be permitted to incur the Borrowing Costs, provided that the County Council shall use its reasonable endeavours to minimise the total Borrowing Costs including limiting the amount of forward funding borrowed to the amount required at any given time for the construction of the Sturry Relief Road.
8. The County Council will keep the Developer and the Owners and the Developer informed as to the Borrowing Costs not less than annually on the anniversary of the date of this Agreement.
9. The Owners and Developer shall repay any Borrowing Costs to the County Council on or before the Occupation of 350 Dwellings or within 5 years of Implementation, whichever is the sooner.
10. The Owners and the Developer covenant with the County Council to pay the Additional Sturry Link Road Contribution to the County Council on or before the Trigger Date.
11. The Owners and the Developer covenant with the County Council not to Occupy more than the relevant number of Dwellings set out in paragraph 5 of this schedule until it has paid to the County Council the relevant instalment of the Additional Sturry Link Road Contribution.
12. Prior to Implementation (or such other later date as may be agreed between the County Council and the Developer and the Owners) the Owners or the Developer shall:
 - a. provide to the County Council a Bond to cover the Sturry Link Road Contribution; or
 - b. the Owners or the Developer shall provide the Land Charge to the County Council.
13. If the Bond has been provided the Owners or the Developer covenant that they will secure not later than 6 (six) months prior to the expiration date (which may (for the avoidance of doubt) be extended from time to time pursuant to the terms of the Bond) of any Bond a subsequent bond which shall be on the same terms as and in the form of the Bond appended to this Agreement or on such terms and in such alternative form as may be required by the Bond surety and agreed between the parties.
14. The Owners or the Developer covenant not to allow or permit Implementation or further works or Occupation or further Occupation to take place or the Development to proceed or further proceed at any time unless the Bond (as may be extended from time to time) or Land Charge is in place in accordance with the paragraphs above or an alternative bond is in place on the same terms or such alternative terms as may be required by the surety agreed between the parties securing any monies due pursuant to the Bond that have not been paid or an alternative form of security has been provided to the satisfaction of the County Council.
15. The Owners or the Developer hereby covenant with the County Council that they will through themselves or through their agents, cease all works on the Site or if Occupation has occurred cease all future Occupations at any time that the Bond (as may be extended from time to time) is not in place and such works and or Occupations shall not be resumed until the Bond which is in a form agreed by the County Council (acting reasonably) or such alternative form as may be required by the surety and agreed by the County Council has been procured and delivered to the County Council or an alternative form of security has been provided to the satisfaction of the County Council.
16. The Parties hereby agree that if the Owners or the Developer is in breach of any of its planning obligations as contained within this Agreement for which the Bond, Land Charge or alternative security has been provided by way of security:
 - a. the County Council is entitled to call upon the Bond or the Land Charge for payment of any monies as a result of such breach; and
 - b. if the County Council seeks to enforce against the Owner or the Developer in respect of such breach before calling upon the Bond or Charge then the Owner or the Developer shall be entitled to request that the County Council first calls upon the Bond

or Charge to satisfy the obligations before taking any enforcement action against them.

17. The amount of the Bond shall be subject to reduction as set out in the form of the Bond contained in in the Appendix hereto.
18. The Owners or the Developer shall provide the original Bond or a certified copy of the Land Charge to the County Council on the date specified in paragraph 12 of this schedule.
19. The Owners or the Developer shall not Implement or allow Implementation or proceed with the Development (as the case may be) unless and until original and certified copies of the Bond or Land Charge or other agreed form of security have been provided to the County Council.
20. If at any time the Owners or the Developer is no longer the strategic developer for the Site the Owners or the Developer shall procure the following:
 - a. a notice shall be given to the County Council in writing at least 15 (fifteen) Working Days before completion of the agreement with any new strategic developer is due to take the place;
 - b. provided Implementation has occurred all works on the Site shall cease and the Owners or the Developer or any of their successors in title shall be prevented from resuming works on the Site until the requirements in paragraph 20(c) have occurred;
 - c. the Owners or the Developer shall procure that the new strategic developer shall:
 - i. enter into a supplementary deed with the County Council to comply with all of the covenants given by Owner or the Developer in this Agreement mutatis mutandis;
 - ii. provide a Bond or a Land Charge prior to Implementation or in the event that Implementation has already occurred prior any further works taking place on Site after a new strategic developer is appointed by the Developer or Owner; and
 - iii. the Owner or the Developer will not permit or allow works pursuant to the Planning Permissions to resume on the Site until:
 1. the supplemental deed between the new strategic developer and the County Council has been entered into and completed; and
 2. the new strategic developer has secured and delivered to the Councils the new Bond or Land Charge in the same form as the Bond or Land Charge appended hereto.

Part 2

STURRY LINK ROAD LAND TRANSFER

1. From the date of Implementation the Sturry Link Road Land shall be reserved and held by the Owners solely for use as for the Sturry Link Road and shall not be used for any purpose which would render the Sturry Link Road Land unsuitable for such use.
2. The Sturry Link Road Land shall be transferred to the County Council for consideration of £1.00 for the purpose of Sturry Link Road on the terms and conditions set out in paragraph 4 of this Part 2.
3. The transfer shall take place on such date or dates as shall be agreed in writing between the County Council and the Owner or in default of such agreement on such a date that shall be

specified in a notice given in writing by the County Council to the Owner, such notice to be given no later than 28 days before the date specified for completion.

4. The transfer of the Sturry Link Road Land to the County Council shall:
 - 4.1. be a transfer of the entire freehold interest of the Sturry Link Road Land
 - 4.2. be free from any pre-emption or option agreement
 - 4.3. be free from any mortgage, charge, lien or other such incumbrance
 - 4.4. be free from any lease, licence or any other third-party interests.
5. The Standard Conditions of Sale (Fifth Edition) shall apply to said transfer so far as they are applicable to a sale by private agreement and are not varied by or inconsistent terms of this Agreement PROVIDED ALWAYS that the Sturry Link Road Land shall not be transferred subject to any rights covenants exceptions reservations or other matters affecting the Sturry Link Road Land such as would prejudice the use of the land for the purpose for which it is being transferred unless either agreed between the parties or appropriate insurance is available on commercial terms available at the time and has been secured.
6. The Owners or the Developer shall pay the County Council's legal costs in connection with the transfer of the Sturry Link Road Land.

COUNTY COUNCIL COVENANTS

7. Subject to paragraphs 1 and 2 of this Part 2 of Schedule 11, the County Council covenants with the Owners that once the Sturry Road Link Road Land has been transferred to it, the Sturry Link Road Land shall be used for the purpose of providing the Sturry Link Road and ancillary highways works.
8. The County Council covenants to fulfil its obligations and covenants imposed on the County Council within this Part 2 of Schedule 11.

HERSDEN SITE CONTRIBUTION

9. It is hereby agreed that in the event the County Council completes an agreement for the development of the Hersden Site under section 106 of the 1990 Act which requires contributions to be paid to the County Council in excess of £5,825,000 towards the cost of the Sturry Link Road the first (and any subsequent) amounts to be paid by the Owners for the Sturry Link Road Contribution under the provisions set out in Part 1 of this Schedule 11 following receipt by the County Council of any of such excess contribution required to be paid under such agreement shall be immediately reduced by the equivalent amount of such contributions save that the maximum amount of such deductions to be paid by the Owners for the Sturry Link Road Contribution shall not exceed £500,000 (five hundred thousand pounds).
10. The County Council covenants with the Owners and the Developer to use all reasonable endeavours to secure a planning obligation for the payment of at least £6,325,000 towards the cost of the Sturry Link Road under the section 106 agreement (if any) to be entered into for the development of the Hersden Site.

Part 3 TEMPORARY ACCESS AND HAUL ROUTE

1. The Owners covenant:
 - 1.1. To provide a route for the Temporary Access to facilitate the construction of the Sturry Link Road no later than six months after Implementation save that the location of such route may be varied by the Owner from time to time as necessary to enable the construction of the Development.

- 1.2. Not to Occupy any part of the Development unless and until the Sturry Link Road Land has been transferred to the County Council.
2. The Owners covenant to afford the County Council and its agents access to the Haul Route and the Site on reasonable notice and at all reasonable times and for all reasonable purposes.
3. The County Council covenants with the Owners and the Developer:
 - 3.1. To use reasonable endeavours to agree with the Owners and the Developers the location of the temporary access for the construction of Sturry Link Road through King's school prior to commencement of the construction of the Sturry Link Road;
 - 3.2. To provide temporary fencing/hoardings, as reasonably agreed with the Owners and the Developers, and thereafter maintain such fencing/hoardings for the duration of the construction period of the Sturry Link Road in order to segregate the construction traffic from King's school;
 - 3.3. To use reasonable endeavours to agree with the Owners and the Developer a permanent improvement of field access on the A28 by the Vikings Garage;
 - 3.4. To submit for agreement the full specification of the improvement of field access on the A28 by the Vikings Garage for approval by the Owners and the Developer, such approval not to unreasonably withheld or delayed;
 - 3.5. To construct a temporary road across the school playing fields for the duration of the construction of the Sturry Link Road;
 - 3.6. To repair and reinstate the school playing fields and any parts of the Site that have been used for Temporary Access and the Haul Route after completion of the Sturry Link Road;
 - 3.7. To minimise any dust caused by the construction of the Sturry Link Road and any Temporary Access and the Haul Route by watering by bowser or other suitable method when required to enable the continuing use of the school playing field areas;
 - 3.8. To use reasonable endeavours to agree with the Owners and the Developer a programme of works in order to minimise any disruption to day-to-day school activity caused by the construction of the Sturry Link Road.

Part 4 ENVIRONMENTAL MITIGATION LAND

1. From the date of Implementation the Environmental Mitigation Land shall be reserved and held by the Owners for environmental mitigation use and shall not be used for any purpose which would render the Environmental Mitigation Land unsuitable for such use.
2. The Developer or the Owners shall grant the County Council a licence for a period of 10 years from Implementation, at no cost, that:
 - 2.1. grants unrestricted access to the Environmental Mitigation Land to carry out environmental enhancement and management of the ditches within the Environmental Mitigation Land in accordance with the Environmental Impact Assessment submitted as part of Sturry Link Road Application;
 - 2.2. permits the County Council to carry out environmental enhancement and management as set out in paragraph 2.1 to the Environmental Mitigation Land; and
 - 2.3. maintain the Environmental Mitigation Land for a period of 10 years
3. The Owners shall retain the Environmental Mitigation Land as a grazing marsh or other environmental mitigation use which is approved by the City Council and the County Council

for its use as Environmental Mitigation Land for a period of 10 years after the works completed by the County Council pursuant to the environmental mitigation strategy approved under the Sturry Link Road Application .

4. The application to discharge the environmental mitigation strategy under the Sturry Link Road Application shall be agreed in writing (having regard to the necessary requirements of Natural England) between the Owners and the County Council (such agreement not be unreasonably withheld or delayed) prior to the submission of such application for its discharge by the local planning authority.

Part 5

STURRY LINK ROAD OWNER'S PORTION

1. The Owner and/or Developer shall:
 - 1.1. submit a draft Highways Agreement with the County Council in respect of the Sturry Link Road Owner's Portion no later than three months after Implementation of the Planning Permission;
 - 1.2. complete the construction of the area coloured green on the Sturry Link Road Owner's Portion in accordance with the Highways Agreement entered into pursuant to paragraph 1.1 of this Part 5 prior to the Occupation of 161 Dwellings unless otherwise agreed in writing between the County Council and the Owner and/or Developer.
 - 1.3. not Occupy more than 161 Dwellings unless and until the Owner has completed the area coloured green on the Sturry Link Road Owner's Portion in accordance with Highways Agreement entered into pursuant to paragraph 1.1 of this Part 5
 - 1.4. If the Owner and/or Developer fail to carry out or fail to complete the area coloured green on the Sturry Link Road Owner's Portion prior to the Occupation of 161 Dwellings the County Council shall be entitled to execute or complete the area coloured green on the Sturry Link Road Owner's Portion, using the County Council's own employees, or by contractors or otherwise and to recover the reasonable cost from the Owner/Developer.
 - 1.5. The Developer and the Owner hereby grant to the County Council and the County Council's agents, contractors and employees full right and licence at reasonable times and locations to enter onto and remain on the Site together with all machinery, plant and materials in order to carry out or complete the area coloured green on the Sturry Link Road Owner's Portion under paragraph 1.4 of Part 5 of this schedule.
2. The Owner and/or Developer shall:
 - 2.1. complete the construction of the area coloured by a broken purple line on the Sturry Link Road Owner's Portion in accordance with the Highways Agreement entered into pursuant to paragraph 1.1 of this Part 5 prior to the Occupation of 385 Dwellings unless otherwise agreed in writing between the County Council and the Owner and/or Developer.
 - 2.2. not Occupy more than 385 Dwellings unless and until the Owner has completed area coloured by a broken purple line on the Sturry Link Road Owner's Portion in accordance with Highways Agreement entered into pursuant to paragraph 1.1 of this Part 5
 - 2.3. If the Owner and/or Developer fail to carry out or fail to complete the area marked by a broken purple line of the Sturry Link Road Owner's Portion prior to the Occupation of 385 Dwellings the County Council shall be entitled to execute or complete the area coloured by a broken purple line on the Sturry Link Road Owner's Portion, using the County Council's own employees, or by contractors or otherwise and to recover the reasonable cost from the Owner/Developer.
 - 2.4. The Developer and the Owner hereby grant to the County Council and the County Council's agents, contractors and employees full right and licence at reasonable times and locations to enter onto and remain on the Site together with all machinery, plant and materials in order to carry out or complete the area coloured by a broken purple line on the Sturry Link Road Owner's Portion under paragraph 1.4 of Part 5 of this schedule.

Part 6
STORM WATER DRAINAGE

1. The Owners and the Developer covenant with the County Council to seek all necessary rights and consents for the County Council to discharge the storm water drainage outfall from the northern section of the Sturry Link Road crossing and on to the Sturry Link Road at a location as close as reasonably practicable to the point marked "Connection to drainage network serving Road Section 4" on the Storm Drainage Plan (unless otherwise agreed in writing between the County Council, the Owners and the Developer) before the Occupation of 161 Dwellings
2. The County Council covenants with the Owners and the Developer to limit the attenuated outfall of the storm water under the provisions set out in paragraph 1 of Part 6 of this Schedule to a maximum flow of 9.6 litres per second from the Sturry Link Road on to the Site (unless otherwise agreed in writing between the County Council, the Owners and the Developer).

Schedule 12
County Council's Covenants

- 1 The County Council covenants to comply with its obligations pursuant to the provisions of this Agreement.
- 2 The County Council covenants to deposit the following contributions paid by the Owners or the Developer to the County Council pursuant to the provisions of any Schedule to this Agreement into an interest-bearing account for the period during which all or any of those monies remains unexpended by the County Council:
 - 2.1 The Adult Social Care Contribution
 - 2.2 The Community Learning Contribution
 - 2.3 The Cycle Link Contribution
 - 2.4 The Primary Education Contribution
 - 2.5 The Secondary Education Contribution
 - 2.6 The Library Contribution
 - 2.7 The Traffic Regulation Order Contribution
 - 2.8 The Youth Services Contribution
- 3 The County Council covenants to apply any payments specified in paragraph 2 of this schedule (together with interest accruing thereon) only for the purposes referred to in the relevant schedule for which the payment was made (or for such other purposes for the benefit of the Development as are compliant with Regulations 122 of the Community Infrastructure Levy Regulations 2010 and as the Parties shall agree) and that if any amount so received remains unexpended or not committed for expenditure at the end of 10 years after the date of last payment in respect of any financial contribution paid by the Owners or the Developer to the County Council pursuant to the terms of this Agreement it will repay any unexpended balance to the Owners or the Developer together with such interest as has accrued on the unspent element of the contribution set up by the County Council pursuant to paragraph 2 of this schedule.
- 4 From time to time if reasonably required by the Owners or the Developer (but not more than once in each period of twelve calendar months) the County Council covenants to provide returns showing:
 - 4.1 the total amounts that it has received from the Owners or the Developer pursuant to the provisions of this Agreement;
 - 4.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred that expenditure; and
 - 4.3 the County Council shall provide such further information and explanations concerning such payments and expenditure as the Owners or the Developer may reasonably require.
- 5 On payment by the Owners and the Developer of all or part of the Secondary School Contribution pursuant to Schedule 6, the County Council may apply such sums to any or all of the purposes to which the Primary Education Contribution may be applied, as a means of interim forward funding the Primary School Facility PROVIDED THAT if any such sum is so used, the County Council shall ensure that any Primary Education Contribution sum received from the Owners and the Developer towards a subsequent Phase of the Development, is re-directed and applied towards the purposes for which the Secondary School Contribution has

been paid, so as to ensure that both the Primary Education Contribution and the Secondary Education Contribution are used only for the purposes specified in this Agreement.

- 6 If the County Council receives any Primary School Land Contribution from any of the Contributing Education Sites, then the County Council shall notify the Owners and the Developer in writing of the amount of such sums received within 60 days of receipt or commitment.
- 7 If the County Council receives a Primary School Land Contribution from any of the Contributing Education Sites the County Council shall following the transfer of the Primary School Land to the County Council or a body nominated by the County Council pay such Primary School Land Contribution within 60 days of receipt to the Owners PROVIDED THAT the total repayment of the Primary School Land Contribution to the Owner shall not exceed a contribution based on more than 870 residential dwellings on sites other than the Development.
- 8 The County Council hereby covenants with the Owners and the Developer to complete the requisite works for the delivery of the wetland area under the approved environmental mitigation strategy on the Environmental Mitigation Land prior to the commencement of works for the construction of the Sturry Link Road.
- 9 In the event that the works set out in paragraph 8 of this schedule have not been completed either prior to the commencement of works for the construction of the Sturry Link Road or if later 31 July 2022 it is hereby agreed that the Owners may carry out all works necessary to lawfully provide the delivery of the wetland area under the approved environmental mitigation strategy for the Environmental Mitigation Land and may maintain it for a period of ten years from the date of its construction and consent (not to be unreasonably withheld or delayed) for reasonable access (including access routes, timings for such access and having regard to the operational needs and limitations of the school) for the carrying out of such works and their maintenance shall be granted by The Governors, the Head Master, the Lower Master of the Kings School of the Cathedral Church of Canterbury in the City of Canterbury to any person carrying out the Development and duly authorised to carry out such works and maintenance.
- 10 The County Council covenants with the Owners and the Developer to use all reasonable endeavours to exercise its statutory powers (including under section 228 of the 1980 Act and all available compulsory purchase powers as necessary) to facilitate the construction of a direct vehicular, pedestrian and cycle connection to adoptable standards between the proposed highway marked by a broken purple line and (as necessary) the area coloured blue on the Sturry Link Road Owner's Portion and the adopted Shalloak Road.
- 11 The County Council covenants with the Owners and the Developer:
 - 11.1 to use all reasonable endeavours to cooperate fully with the Owners and the Developer in order to minimise the final area required for the balancing pond to serve the proposed bridge to be constructed as part of the Sturry Link Road (as shown for identification purposes only coloured pink and identified as Area 6X on the Sturry Link Road Land Transfer (plan number 4300392/000/82 Rev 01) and on drawing number 4300392/000/96 Rev 01,); and
 - 11.2 not to require the inclusion within the transfer of the Sturry Link Road Land to be made under the provisions set out in Part 2 of Schedule 11 of any of the land identified within Area 6X on plan number 4300392/000/82 Rev 01 other than such area as is finally required by the County Council having regard to the provisions in paragraph 13.1 of this Schedule.
- 12 The County Council covenants with the Owner and the Developer to permit the Owner and the Developer all necessary rights to lay drainage and other requisite service media within the areas coloured pink on plan number 4300392/000/82 Rev 01 provided that the design of such drainage and service media shall be agreed in writing between the parties (such consent not to be unreasonably withheld or delayed) prior to its installation.

Schedule 13
City Council Covenants

- 1 To comply with its obligations pursuant to the provisions of this Agreement.
- 2 To deposit all monies paid by the Owners or the Developer to the Council pursuant to the provisions of any Schedule to this Agreement into an interest-bearing account for the period during which all or any of those monies remains unexpended by the Council.
- 3 To apply any payments received by it pursuant to the Schedules to this Agreement (together with interest accruing thereon) only for the purposes referred to in the relevant Schedule for which the payment was made (or for such other purposes for the benefit of the Development as are compliant with Regulations 122 of the Community Infrastructure Levy Regulations 2010 and as the Parties shall agree) and that if any amount so received remains unexpended or not Committed for Expenditure at the end of seven years after the date of last payment in respect of any financial contribution paid by the Owners or the Developer to the City Council pursuant to the terms of this Agreement it will repay any unexpended balance to the Owners or the Developer together with such interest as has accrued on the unspent element of the contribution set up by the Council.
- 4 From time to time if reasonably required by the Owners or the Developer (but not more than once in each period of six calendar months) to provide returns showing:
 - 4.1 the total amounts that it has received from the Owners or the Developer pursuant to the provisions of this Agreement;
 - 4.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred that expenditure; and
 - 4.3 the City Council shall provide such further information and explanations concerning such payments and expenditure as the Owners or the Developer may from time to time reasonably require.
- 5 To pay the Medical Centre Contribution (and the Medical Centre Balancing Contribution (if applicable)) to NHS England and Improvement (NHSE/I) following receipt of its payment under the provisions in schedule 9.

6. On Expiry, this Bond shall become null and void, whether returned to us for cancellation or not, and any demand received after Expiry shall be ineffective.
7. This Bond is personal to you and is not transferable or assignable.
8. This Bond does not give rise to any rights of any third parties under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Bond.
9. This Bond and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England.
10. The courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Bond or its subject matter or formation.

Yours faithfully,

For and on behalf of
[ISSUING BANK]

ANNEX A

Form of Demand

TO: [ISSUING BANK]

Re: [INSERT DETAILS OF BOND]

Dear Sir/Madam,

We refer to the bond, particulars of which are set out above (Bond). Capitalised terms used, but not defined, in this demand are defined in the Bond.

The Developer has failed to comply with the Agreement in accordance with its terms and conditions in the following respects:

[INSERT BRIEF DETAILS OF THE BREACH]

As a result of such failure, the sum due to us is [£][INSERT].

We hereby demand payment from you of the said sum of [£][INSERT] under the terms of this Bond representing the amount due to us in respect of the Developer's failure to comply with the Agreement.

The sum demanded does not exceed the Bond Amount set out in clause 2 of the Bond and is issued before Expiry.

Payment of the above sum should be made to the following account:

[INSERT]

Yours faithfully,

[SIGNATURE]

[Director OR Company secretary] of the Beneficiary

Appendix 2

Primary School Land Transfer Terms

KCC General Land Transfer Terms

1. The Owner shall provide a formal desktop and if necessary intrusive land investigation report by a competent registered expert(s) confirming that the land and associated areas prior to transfer are:
 - 1.1 free from the following, or mitigated to a standard suitable for school use along with details of any works undertaken to mitigate:
 - contamination (including radiation),
 - protected species
 - dangerous ordnance
 - rubbish (including broken glass)
 - adverse ground and soil conditions including subsidence, heave and land slip requiring ground stabilisation or specialist remediation measures to allow the site to be developed as a school.
 - Occupation (Vacant Possession)
 - archaeological remains unless found satisfactory to build a school following planning condition clearance.
 - existing and planned noise generation from adjoining land that would require significant attenuation measures in the new school design.
 - poor air quality that would require mitigation measures in the new school design.
 - the presence of service mains that would impact on the ability of the land shall be developed for a new school, such as drains sewers, electricity cables, water mains, gas lines and other utility media crossing the land. Both parties acknowledge the existence of the foul main that runs through the site which may remain subject to diversion if required to run between the location of the playing fields and the proposed school location, in the general location indicated by a broken green line on the Primary School Land Plan. All services within the site to be diverted in accordance with para 12 of this appendix.
 - 1.2 above flood plain level, adequately drained and close to accessible public transport (bus stop or train station).
- 2 The Owner is to level and grade the site to a set of levels agreed with the Council acting reasonably prior to transfer that allows for the construction of school buildings and associated hard play areas on as far as possible a single level site, assuming a design generally as set out in the DfE baseline design for a 2FE school. <https://www.gov.uk/government/publications/baseline-design-420-place-primary-school-with-26-place-nursery>. Where due to local topography this is not feasible, the site is to be plateaued to allow for the school buildings and play areas to be located on a single level, with areas of the site that are designed to accommodate multiuse games areas and grass playing pitches in accordance with Sport England and the Football Association guidelines on another. These and other areas of the site are to be capable of being accessed from one to each other by a continuous level route that meets part M of the building regulations, without the need for steps or mechanical lifts. Car parking areas and access to the highway can be at a different levels to each other and the School Building as long as access between each meets part M of the building regulations, without the need for steps or mechanical lifts.
- 3 Should any of the requirements in paragraph 1 not be satisfied the Owner shall implement at their own cost an agreed strategy of remediation/removal/rectification/diversion prior to transfer to the

County Council including liaison with all statutory authorities and obtaining necessary consents including those from neighbouring landowners if required.

- 4 Any contamination remediation works shall be designed prior to commencement by competent professional companies and with a collateral warranty in a standard industry form provided to and for the benefit of the County Council or for the benefit of body nominated by the County Council.
- 5 In the event that the site is used by the Owner for construction or other activities after providing the report required under the provisions paragraph 1 of these terms (other than for the purposes of remedial/removal/rectification/diversion work), then the Owner is to provide additional reports to ensure that the criteria in paragraph 1.1 of this appendix have been met.
- 6 The land shall be transferred as a single undivided site and in a shape capable of accommodating sports pitches to the appropriate DfE guideline size and levels standard (Department for Education Technical Annex 2B: External Space and grounds – May 2019) for the type of school proposed. For the avoidance of doubt the red lined area on the Primary School Land Plan or an area and shape similar to this is acceptable.
- 7 The County Council shall be granted a Licence for access onto the land requiring reasonable notice during normal working days and hours, prior to transfer for the purpose of surveying and carrying out technical investigations, subject to the County Council making good any damage and provided access is provided in accordance with complying with Health and Safety requirements and proof of Professional Indemnity and Public Liability Insurance.
- 8 The land shall be clearly pegged out to the satisfaction of the delegated representative of the County Council's Head of Property and fenced with GIS co-ordinates prior to completion of the transfer. The fencing shall be to a minimum standard of 1.80m high chain link security fencing on galvanised steel posts with double access gates secured by lock and key, or alternative specification agreed with the County Council.
- 9 The land shall be transferred as freehold, unencumbered and conveyed to the County Council with full title guarantee and vacant possession with no onerous covenants that would limit the use of the land as a school or restrict any ordinary activities of a school, unless suitable title indemnity insurance is provided
- 10 The land must not be within a consultation distance (CD) around a major hazard sites and major accident hazard pipelines, as determined by the Health and Safety Executive.
- 11 Prior to land transfer the Developer/Owner is to provide, at their own cost and subject to the County Council approval, suitable free and uninterrupted construction access to a suitable location on the site boundary. Should the Secondary access road not be available haul roads should be constructed, at no cost to the County Council, and maintained to a standard capable of accommodating HGV's and other construction traffic.
- 12 Prior to the land transfer the Owner is to undertake the diversion and alteration of the existing (or proposed) sewers and other service media crossing the site to avoid the proposed area for school buildings and where they pass under other areas to the correct depth. Areas of the site designed to accommodate multiuse games areas and playing pitches are to be free from manholes, inspection chambers or any other protrusion that would affect their use.
- 13 Plans of the site to a scale of 1:1250 shall be supplied to the County Council prior to transfer of the land showing site levels, access, boundaries and details of any adjoining development. The plan

shall be provided to the County Council in a suitable electronic format together with paper copies. GPS Coordinates shall be marked on the plan.

- 14 Prior to the land transfer the Owner is to provide, at their own cost and subject to the County Council approval acting reasonably and subject to deemed approval where the provision matches strategies pursuant to the planning approval and the Utilities Requirements noted in Annex 1 below adopted or permanently maintained services and utilities to an agreed location(s) within the site boundary, in the case of foul and storm drainage of sufficient capacity and depth to accommodate the maximum potential requirement without mechanical aid upon transfer at the capacities set out in Annex – Utilities. Utilities to include, fresh water, foul, surface water, gas, electricity and telecommunications with High Speed Fibre Optic Broadband (minimal internal speed of 100mb subject to a provider being capable of providing this at reasonable commercial rates) connections to multi point destinations and capable of connection to commercial broadband providers all to the capacities set out in this transfer. Necessary statutory undertakers' plant (such as electricity sub-stations or transfer stations) shall be located outside of the site boundary and the County Council shall not be liable for any costs (including legal costs) associated with the installation and commissioning of such plant.
- 15 The Owner shall provide the County Council with full surface water drainage rights to allow discharge of all surface water from the land. The surface water management requirements for the school site must be subject to approval by the County Council acting reasonably at design stage which shall be deemed approval if it is in accordance with the flood risk assessment and/or the drainage strategy approved pursuant to the relevant planning approval.
- 16 The Owner shall provide temporary electricity, drainage and water supplies to the site from the date of school land transfer if formal permanent utilities are not yet present.
- 17 Prior to the use of the land for its intended purpose i.e. use as a school, an adopted highway for vehicular and pedestrian use (or capable of being adopted), which is suitable for the intended use of the site is to be provided up to the point on the site boundary as shown generally on the Primary School Land Plan with a suitable alternative vehicular access for deliveries etc. ie access and egress each sufficiently wide to accommodate a bellmouth from the same Secondary Road, if required. The highway and any alternative access shall be subject to approval by the County Council acting reasonably and no maintenance charges shall be borne by the County Council should the developer chose not to adopt the road. The Owner is to provide measures such as crossing points, pedestrian and cycling routes on the adjoining highway networks as required by the Highway and Local Planning Authority to service the land.
- 18 No mobile phone masts, overhead cables etc shall be located within 250m of a school site and where possible the Owner shall impose a covenant that none will be erected within this distance of any site boundary, bar the overhead electric cables that already exist on the southern boundary of the site running parallel to the railway line that both parties accept can stay in situ.
- 19 Rights shall be granted to the County Council to enter so much of the adjoining land within the ownership of the Owner as is reasonably necessary to carry out construction works on the site giving reasonable notice during normal working hours and subject to suitable insurance. The County Council shall be responsible for making good any disturbance caused to the reasonable satisfaction of the adjoining owner in the exercise of these rights.
- 20 The Owner shall be responsible for the County Council's reasonably and properly incurred legal costs and surveyor's fees together with reasonably and properly incurred administrative costs incurred during negotiations of the terms of the land transfer and in completing the Section 106 Agreement, taking transfer of the land including Land Registry costs, the granting of any

easements/licences, or any other documentation and any Project Management agreements related to the transfer of the land.

- 21 Subject to the above, adjoining uses should not cause unreasonable interference, conflict or be inappropriate in any way to the use of the land i.e. the curriculum delivery for schools. This includes, but is not restricted to, adverse conditions, disruption and inconvenience by noise, dust, fumes, traffic circulation, artificial lighting (accepting that the adjacent Station car park being lit for safety would be acceptable), etc.

Annex 1 – Utility Requirements

PRIMARY SCHOOL Service Requirements – 2 Form Entry

INCOMING SERVICES

ELECTRICITY – 200 kVA (280A)

GAS – 60 cu m/hr 430,000 kWh/year

WATER - 15 cu m / day, 4 l/s (63mm NB)

Fire hydrant: to be in the Highway adjacent to the School entrance and within 90m from an entrance to the school building. In accordance with the fire regulations: 200 dia 20 l/s fire supply.

BROADBAND The installation of fixed telecommunication infrastructure and High- Speed Fibre Optic (minimal internal speed of 100mb) together with an additional duct to cater for future expansion.

DRAINAGE

Surface water drainage shall be discharged in accordance with the approved surface water drainage strategy agreed at planning and following review by the Lead Local Flood Authority (LLFA).

For general guidance on drainage design, it is required that surface water flows from the impermeable areas will discharge to the ground in the first instance per the drainage hierarchy set within Building Regulations H3; if underlying ground conditions are not acceptable, then the discharge rate from site shall be limited to greenfield runoff rates for appropriate design rainfall events. For initial design purposes, this may be assumed to equate to 4 l/s/ha from the total impermeable area or can be calculated per standard guidance approved by the LLFA.

There may be occasions where the management of the surface water runoff generated from within the school site may be included within the provision for the wider development site through a strategic surface water drainage system. This however must comply with the allowances and provisions specified within the Drainage Strategy which was approved as part of the original site-wide planning application. The applicant must contact the LLFA if this approach is pursued.

It is required that the surface water drainage system provides a level of service such that the drainage network does not surcharge for 1 in 1 year event, does not result in flooding within the site for the 1 in 30 year event and manages the 1 in 100 year plus climate change event within the site boundaries. The drainage network arrangement must provide adequate access for inspection and maintenance.

Any drainage strategy should comply with the latest version of Kent Drainage and Planning Policy.

The foul water sewer service to the site should meet the capacity requirements for a two form of entry primary school as advised by the utility provider.

Executed as a deed by
affixing the common seal of
CANTERBURY CITY COUNCIL
in the presence of:



Robbie Higgins

~~Head of Corporate Services and
Monitoring Officer~~

AUTHORISED SIGNATORY.



047/21/SM

Common seal of
THE KENT COUNTY COUNCIL
was hereto affixed in the presence of:



219-2021

Authorised Signatory

TRISTAN GOFFLEY

Name

Executed as a deed by
ENVIRON DESIGN (STURRY) LIMITED
acting by a director

Signature of Witness:

Name:

RACHEL BRETTE

Address:

DANE STREET HOUSE

CHILHAM KENT CT4 8R

Occupation:

COMPANY DIRECTOR

The Common Seal of THE
GOVERNORS THE HEAD MASTER
AND THE LOWER MASTER OF THE
KINGS SCHOOL OF THE CATHEDRAL
CHURCH OF CANTERBURY IN THE
CITY OF CANTERBURY was hereunto
affixed in the presence of:

Clerk
the K



Signed as a deed by
TIMOTHY STAFFORD GREENFIELD
in the presence of:



Signature of Witness:



Name:

CHRISTOPHER JAMES KINGSLEY MILLARD


Address:

GROUND FLOOR FLAT, SILVERDAL ROAD (29)
HOVE, BN3 6FE

Occupation:

CUSTOMER ADVISOR

Signed as a deed by
JANET ELIZABETH BLACKWOOD
in the presence of:



Signature of Witness:



Name:

CHRISTOPHER JAMES KINGSLEY MILLARD

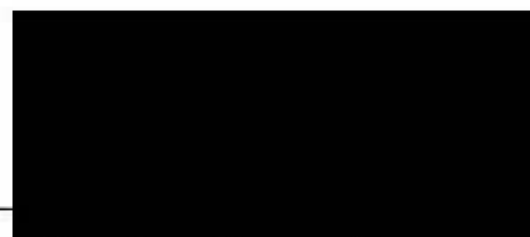
Address:

GROUND FLOOR FLAT, 29 SILVERDALE ROAD
HOVE, BN3 6FE

Occupation:

CUSTOMER ADVISOR

Signed as a deed by
HSBC UK BANK PLC
acting by a Director
in the presence of:



MICHAEL HODGES

Signature of Witness:



Name: SUSAN HODGES

Address: 25 TURNERS CLOSE
SOUTHWATER
HORSHAM

Occupation: PHYSIOTHERAPIST

