

**Agreement under Section  
106 of the Town and  
Country Planning Act 1990**  
relating to  
the development of land at  
Broad Oak Farm, Broad Oak  
Canterbury, CT2 0QR

Dated *1<sup>st</sup> March* 2021

Canterbury City Council (1)  
The Kent County Council (2)  
Paul Anthony Mansfield (3)  
Somerlee Homes Limited (4)  
Charles Norman Wimborne Diane Carolyn  
Wimborne Naomi Charlotte Wimborne as  
trustees of the Somerlee Pension Scheme (5)  
National Westminster Bank PLC (6)

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BETWEEN:

- (1) Canterbury City Council of Military Road, Canterbury, Kent, CT1 1YW (the "City Council");
- (2) The Kent County Council of County Hall, Maidstone, Kent ME14 1XQ (the "County Council");
- (3) Paul Anthony Mansfield of Nickle Farm, Chartham, Canterbury, Kent, CT4 7PF (the "Owner")
- (4) Somerlee Homes Limited (Co. Reg. No 00566082) whose registered office is Haines Watts, New Derwent House 69-73, Theobalds Road, London, WC1X 8TA (the "Developer")
- (5) Charles Norman Wimborne Diane Carolyn Wimborne Naomi Charlotte Wimborne as trustees of the Somerlee Pension Scheme ("the Trustees")
- (6) National Westminster Bank PLC (Company Registration Number 929027) whose registered office is at 250 Bishopsgate, London, EC2M 4AA and whose address for service is Credit Documentation, P.O. Box 339, Manchester, M60 2AH (the "Mortgagee").

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 Owner is the freehold owner of title numbers K882906 and K715935.
- (D) The Developer is the freehold owner of title numbers K551985 and K294831 and has the benefit of an option over the Site dated 31 December 2008.
- (E) The Trustees have the benefit of a registered charge over title numbers K551985 and K294831 (dated 22 November 2012)
- (F) The Mortgagee has the benefit of a registered charge over title number K715935 (dated 19 November 1997)
- (G) The Developer has submitted the Application to the Council and the 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 of £72.93 per Dwelling (total £33,256.08).

"Affordable Housing" means housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership) including Affordable Rented Housing and Shared Ownership Housing.

"Affordable Housing Contract" means a contract between the Owner and a Registered Provider for the provision of Affordable Housing within each Phase of the Development as provided for in paragraph 8 of Schedule 1.

"Affordable Housing Plan" means drawing number 17.2045/SP-03 Rev C attached to this Agreement at Appendix 2.

"Affordable Housing Tenure Mix" means the different types of tenure of Affordable Tenure Mix Housing to be provided within the Development as set out in paragraph 2 of Schedule 1 or such other tenure mix as approved by the Council.

Affordable Housing Units: those dwellings which are to be provided as Affordable Rented Housing Units and the Shared Ownership Housing Units as shown on the Affordable Housing Plan.

"Affordable Housing Units Price" means a price to be agreed between the Registered Provider and the Owner being the aggregate of prices for the Affordable Housing Units within the Development or within each Phase on the basis that the price for each Affordable Housing Unit will be calculated:

- a. so that the Registered Provider can sell or rent such Affordable Housing Unit in accordance with the terms of this agreement and the Affordable Housing Contract;
- b. to take account of the value of the relevant Affordable Housing Unit on the open market at the date of transfer as if it were a Market Housing Unit and any relevant discount to be applied to such open market value to be agreed with the Registered Provider to reflect the fact that it is an Affordable Housing Unit;
- c. to include the cost of providing car parking for the relevant Affordable Housing Unit in accordance with paragraph 5.1 of Schedule 1.

and which sum shall be appropriately increased to reflect any subsequent changes in Standards or legislative, policy or regulatory requirements relating to or affecting the cost of building, selling or letting of all or any of the Affordable Housing Units.

"Affordable Rented Housing" means Affordable Housing let by a local authority or private registered provider of social housing to households who are eligible for social rented housing where the rent level is capped at 80% of the local market rent (including, in addition, any service charges, where applicable) and within local housing allowance (LHA) rates.

"Affordable Rented Housing Units" means the Affordable Housing Units to be occupied as Affordable Rented Housing in accordance with the terms of this agreement as identified on the Affordable Housing Plan.

"Application" means the application for planning permission and bearing reference number CA/18/00868 for the development of detailed/full application for development of 456 residential dwellings comprising 402 houses and 54 flats, with associated open space,

landscaping, car parking, access and other infrastructure (following demolition of 52 Shalloak Road, existing agricultural buildings and structures); and outline application (with all matters reserved) for development of a commercial area with up to 212sqm of Class A1 and up to 593sqm of Class B1 use.

"Approved Employment Marketing Strategy" means the Employment Marketing Strategy approved by the City Council pursuant to Schedule 12.

"Approved Publicly Accessible Open Space Strategy Management and Maintenance Plan" means the Publicly Accessible Open Space Strategy 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 schedule 16

"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 Link Road.

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

"Community Learning Contribution" means the sum £36.35 per Dwelling (total £16,575.60) towards additional equipment for outreach sessions in the vicinity of Sturry.

"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 Open Space Contribution, the Primary Education Contribution, Primary School Land Contribution, the Secondary Education Contribution, the SAMM Contribution, the Sturry Link Road Contribution, the Sustainable Voucher, the Traffic Regulation Order Contribution and the Youth Services Contribution.

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

"Contributing Education Sites" means other residential led developments that would in the reasonable view of the County Council be served by the Primary School Facility.

"Cycle Link Contribution" means the sum of £100,000 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.

"Disposal Strategy" means the strategy to be pursued which leads to the disposal of either the whole or part of the Employment Use Area Fully Serviced to a specialist employment site developer, or the provision of Fully Serviced Land within the whole or part of the Employment Use Area for disposal to individual occupiers to be agreed with the City Council

"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 Point" means the EV 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.

"Employment Area Strategy" means a strategy which sets out a delivery programme for the Employment Use Area to include:

- (a) the Disposal Strategy;
- (b) the Employment Area Target Delivery Dates; and
- (c) the Employment Marketing Strategy

"Employment Area Strategy Review" means a review undertaken by the Owner to be submitted to and approved in writing by the City Council of the approved Employment Area Strategy to include:

- (a) an assessment of the performance of the approved Marketing Strategy in attracting occupiers and users to invest in the Employment Use Area;
- (b) an assessment as to whether any changes or improvements should be made to the approved Marketing Strategy in order to enhance the prospects of prospective occupiers and users investing in the Employment Use Area; and
- (c) a programme for implementing any improvements that are identified and agreed as a consequence of the review.

"Employment Area Target Delivery Dates" means the dates by when elements of the Disposal Strategy are to be achieved.

"Employment Use Area" means that part of the Development comprising not more than 805 square metres] which is proposed for Employment Use as shown (for the purposes of illustration only) on drawing no. 17.2045/CA-01 Rev E

'Employment Use' means any use falling within Use Class A1 and B1 of the Town and Country Planning (Use Classes) Order 1987 (as amended)

'Employment Marketing Strategy' means a strategy that sets out the following:

- (a) the vision for the development of the Employment Use Area including investment objectives and measures to procure that future occupiers of the Employment Use Area are made aware of and adhere to the vision;
- (b) a strategy to secure anchor occupants and key investors;
- (c) measures to work with the City Council in order to attract occupiers of niche employment workspace targeted at. For example, start-ups, small businesses and/or other creative enterprises; and
- (d) a commitment to work with the City Council and its designated partners to: market the Employment Use Area to potential occupiers (including potential anchor tenants) and potential investors; and find suitable occupiers for the Employment Use Area including marketing the Employment Use Area through reputable commercial local and national agents.

"Flat" means a flat comprising either one 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" means a sum up to £1,500,000 (one million five hundred thousand pounds) for the construction of the on-site package treatment plants and the associated infrastructure works for the treatment of foul water from the Development.

'Fully Serviced' means land at the boundary of which all services are available as the City Council shall reasonably require and such services shall be capable of connection at no unusual or exceptional cost.

"Homes England" means the body that funds and regulates Affordable Housing Providers and such expression shall include successors to the functions and powers of Homes England.

"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 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 Council respectively applied when the Index was last published prior to the date of this agreement;

(ii) for each of the Primary Education Contribution the Secondary Education Contribution, and the Primary School Land 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 Price Index applied when the Index was last published for the month of October 2016;

and

(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 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.

"Intermediate Housing" means housing for sale and rent provided to households eligible for intermediate housing at a cost below market levels in accordance with the current guidance and standards published from time to time by Homes England.

"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.

"Library Contribution" means the sum of £127.99 per Dwelling (total £58,364.44) payable towards the costs of additional library services and additional book stock at local libraries serving the Development

"Market Housing Units" means any Dwelling forming part of the Development which is general market housing for sale (whether on a freehold or leasehold basis) on the open market and which is not an Affordable Housing Unit.

"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 £347,100 towards the refurbishment, reconfiguration and/or extension of Northgate Medical Centre.

"Nominations Agreement" means an agreement to be entered into by the City Council and the Registered Provider in respect of rights for the City Council to nominate persons for the Affordable Housing Units from the City Council's housing register.

"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 Contribution" means the sum of £328,138.98 (three hundred and twenty eight thousand one hundred and thirty eight pounds and ninety eight pence) for the provision of recreational facilities and improvements at the Hersden Recreation Ground or an alternative scheme for outdoor sports provision brought forward by Sturry Parish Council in the local area which is considered by the City Council to be CIL compliant.

"Open Space Land" means all open space to be provided as part of the Development, to include the Publicly Accessible Open Space as shown for illustrative purposes only on the Open Space Plan.

"Open Space Plan" means drawing number 17.2045/SP-15 attached to this Agreement.

"Phase" means a phase of the Development.

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

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

$$(402 \times £4,535.00) + (39 \times £1,134.00) = (\text{total } £1,867,296.00)$$

Where

402 is the number of Qualifying Houses and 39 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" means the primary school land at Sturry/Broad Oak, Sturry CT2 0QR

"Primary School Land Contribution" means:

the sum derived by applying the formula

$$(402 \times £2,363.93) + (39 \times £590.98) = (£973,348.00)$$

Where:

402 is the number of Qualifying Houses and 39 is the number of Qualifying Flats

payable towards land acquisition costs and the servicing of a new Primary School Facility.

"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 Council) and Completed, Practically Complete and Practical Completion shall be construed accordingly.

"Professional Fees" means the sum of £23,383.50 being the costs incurred by the City Council in relation to the assessments of viability and environmental impacts by its external consultants.

"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.

"Publicly Accessible Open Space Strategy 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 together with a Strategy, approved in writing by the City Council prior to the Implementation of Development of each Phase, for the timing and delivery of the Publicly Accessible Open Space

"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
- (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
- (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.

"Registered Provider" means the Affordable Housing Provider or any other registered social housing provider as defined in Housing and Regeneration Act 2008, s.80 or such other organisation as is approved by the City Council and agreed with the Owners from time to time.

"SAMM Contribution" means:

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

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

$(39 \times £1,172.00) + (402 \times £4,687.00) = £1,929,882$

Where

39 is the number of Qualifying Flats and

402 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.

"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.

"Serviced Condition" means the relevant property has proper connections within its boundary so as to connect it to surfaced water drainage facilities and to mains foul drainage, water, gas, electricity and telecommunications and enjoys either direct access to the public highway or a roadway constructed to adoptable standards (connecting to the public highway) which is the subject of an agreement under section 38 of the Highways Act 1980 or suitable access to such a roadway and in each case adequate for the purpose of its prospective use.

"Shared Ownership Housing" means Affordable Housing provided by a Registered Provider on a part equity part rent basis whereby an initial portion between 25% and 75% of the equity in the housing unit is sold to a purchaser with the option for such purchaser to purchase additional equity up to 100% and where rent is charged by the Registered Provider in respect of its retained equity pursuant to a lease drafted in accordance with Homes England's guidelines issued from time to time and 'Shared Ownership' and 'Shared Ownership Housing Units' shall be construed accordingly.

"Site" means the land at Broad Oak Farm, Canterbury which is shown for the purposes of identification only edged red on the Site Plan.

"Site Plan" means drawing number 17.2045/002 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);

"Standards" means the design and construction standards set out in paragraph 3.1(a) of Schedule 1 or any successor standards that apply at the time of commencement of construction of the Affordable Housing Unit(s) in question.

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

'Strategic Site' means the land at Broad Oak Farm, Canterbury together with the land at Sturry and referred to as 'Land at Sturry/Broad Oak' identified as Site 2 in the adopted Local Plan.

"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 blue line on plan 'Proposed Sturry Link Road' with reference 100019238.2016 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 Site" means the development site immediately to the south of the Site and which has the benefit of planning permission under reference number CA/17/01383.

"Sustainable Transport Voucher" means a voucher to the value of 6 months free bus travel within the local area to be provided in accordance with the provisions in Part 2 of schedule 10

"Transfer" means in respect of the Affordable Housing Units the transfer of the freehold interest or the grant of a lease for a term of at least one hundred and twenty five years which contains (amongst others) the following provisions:

- a) the Affordable Housing Units shall be transferred or demised (as the case may be) to the Registered Provider with full title guarantee and with vacant possession for the Affordable Housing Units Price;
- b) the Owner shall grant to and may for the benefit of the other parts of the Development reserve from the Registered Provider reasonable pedestrian and vehicular access to and egress from the Affordable Housing Units via the roads, footways and footpaths within the Development;
- c) the Affordable Housing Units shall benefit from full and free rights for the passage of water, soil, electricity, gas and other services through the pipes, drains, channels, wires, cables and conduits within the Development, with all such services to be connected to the mains;
- d) the transfer shall be free of all financial charges, financial encumbrances and of any restrictive covenants or other third party rights which would prevent the use of the Affordable Housing Units for the purpose for which they re-transferred;
- e) the Affordable Housing Units shall benefit from the gardens and communal amenity space and the car parking provisions as provided in Schedule 1;
- f) the Affordable Housing Units shall be subject to the estate and/or service charges as provided in Schedule 1;
- g) the transfer shall be subject to the restrictive covenant provided for in paragraph 9.6 of Schedule 1;

and the term Transferred shall be construed accordingly.

"Travel Plan" means the Framework Travel Plan (Charles and Associates) (Rev B, June 2019) 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;





THE COMMON SEAL OF THE KENT  
COUNTY COUNCIL WAS HEREIN TO  
AFFIXED IN THE PRESENCE OF

rights reserved 100019238. 2016





Great Stour

A28 STURRY ROAD

Signalised Junction to  
control traffic assignment

### FIGURE 1

#### PROPOSED STURRY LINK ROAD

-  KCC to Design & Construct
-  KCC to Design  
Developer to Construct



04/21/2021

STURRY

A291 STURRY HILL

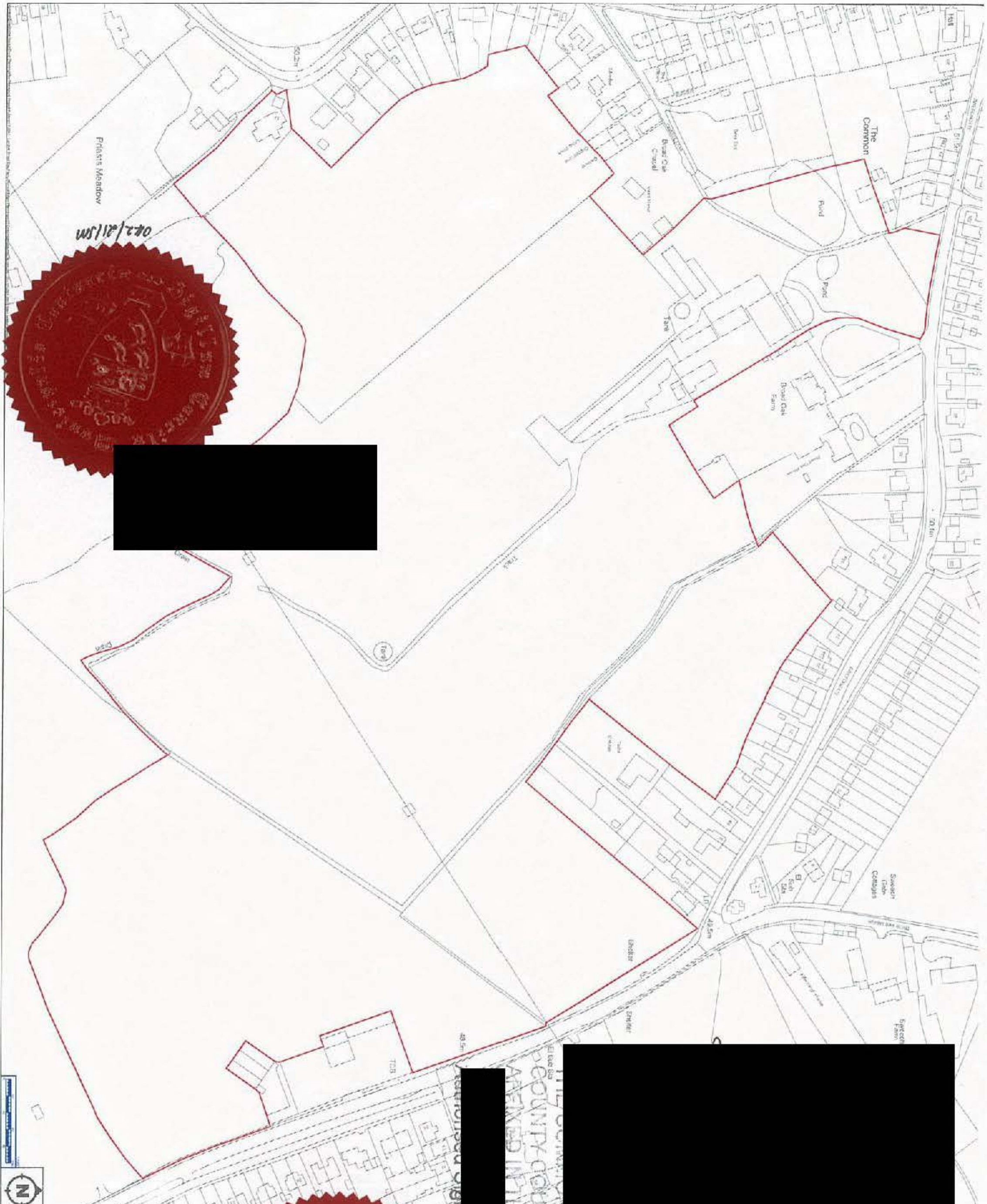
A28 ISLAND ROAD

SHALLOAK ROAD



LEGEND Application Boundary

A1



**Boyer**

Build | Sewer | Electricity | London | Water

PROJECT TITLE  
Land at Broad Oak Farm, Surrey

Client  
Crestbury

Drawn by  
Site Location Plan

Scale  
(S106 agreement)

DATE  
10 Nov 2020

REVISION  
17.2045/002

1:1000 @ A1

DATE  
10 Nov 2020

BY  
EW

CHECKED  
NPB

APPROVED  
NP3



042/21/5m



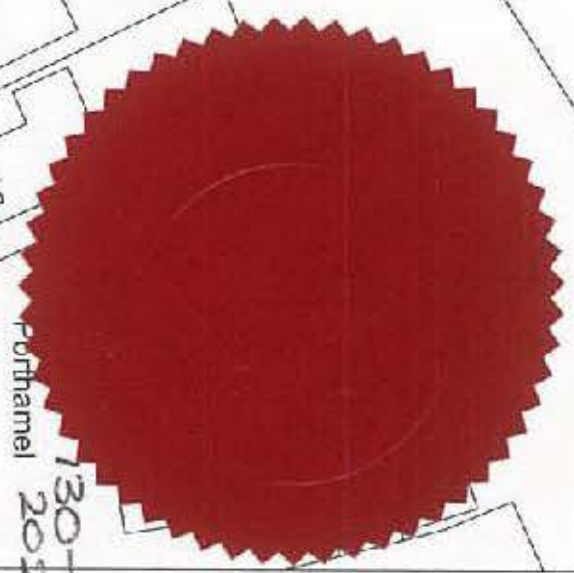
THE COUNCIL OF THE KENT COUNTY COUNCIL WAS HERETO APPOINTED IN THE PRESENCE OF:-

130-2021



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

*Authorised Signatory*



El Sub Sta

TCB

04/2/21/jsm



PROJECT TITLE  
Land at Broad Oak Farm, Sturry  
Canterbury

DRAWING TITLE  
Land Use Plan  
Commercial Area

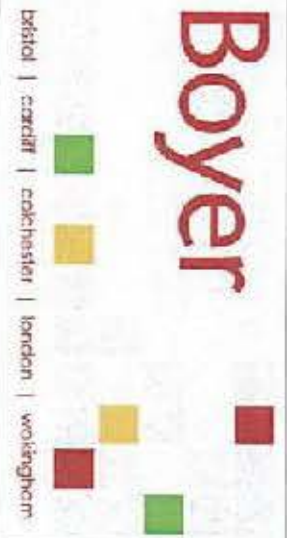
DATE  
15 Jan 2019

NUMBER  
17.2045/CA-01

REVISIONS  
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LEGEND

- Site Boundary
- Commercial Area (Outline Application: all matters reserved, Area subject to Reserved Matters Application and layout only shown as indicative) - 0.61 Ha / 1.5 Ac
- Commercial - 0.36 Ha
- Open Space - 0.25 Ha



Boyer  
Bristol | Cardiff | Colchester | London | Wokingham

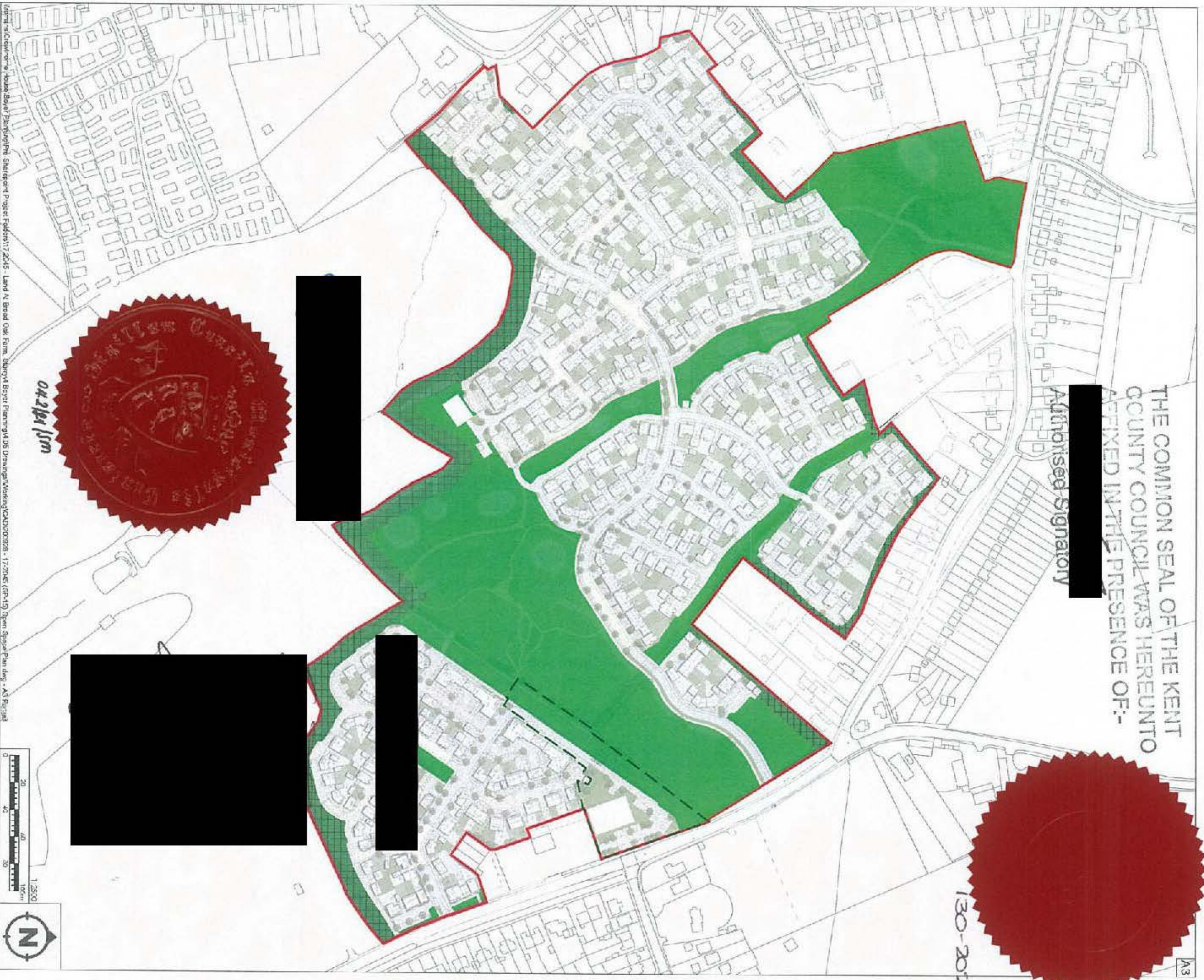
NO.	DATE	DESCRIPTION	BY
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4	20/02/2019	REVISION 3: 1:1000 @ A4	JS
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6	20/02/2019	REVISION 5: 1:1000 @ A4	JS
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8	20/02/2019	REVISION 7: 1:1000 @ A4	JS
9	20/02/2019	REVISION 8: 1:1000 @ A4	JS
10	20/02/2019	REVISION 9: 1:1000 @ A4	JS



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

Authorised signatory

130-2021



042161 JSM

Client

Project Title: Land at Broad Oak Farm, Sturry, Kent. Drawing: Open Space Plan. Drawing No: 042161 JSM. Scale: 1:2500. Date: 28 Sep 2020. Rev: SW. Author: EW. Checked: EW.

Land at Broad Oak Farm, Sturry  
Canterbury

Open space plan

Legend:  
Site Boundary  
Commercial Area (Outline Application all matters reserved. Area subject to Reserved Matters Application on one layout only shown as indicative)

Open space - not publicly accessible  
Open space - publicly accessible

Boyer

Canterbury | Colchester | London | Wokingham

Approved for the Corporation Survey map use. No permission or Certificate of Survey or  
detail of the Corporation or its Members, Officers or Agents, or any other person  
acting in the name of the Corporation, shall be given without the written consent of the  
Corporation.

REV	DATE	DESCRIPTION	BY
1	28/09/20	Initials	JSM
2	28/09/20	Check	EW



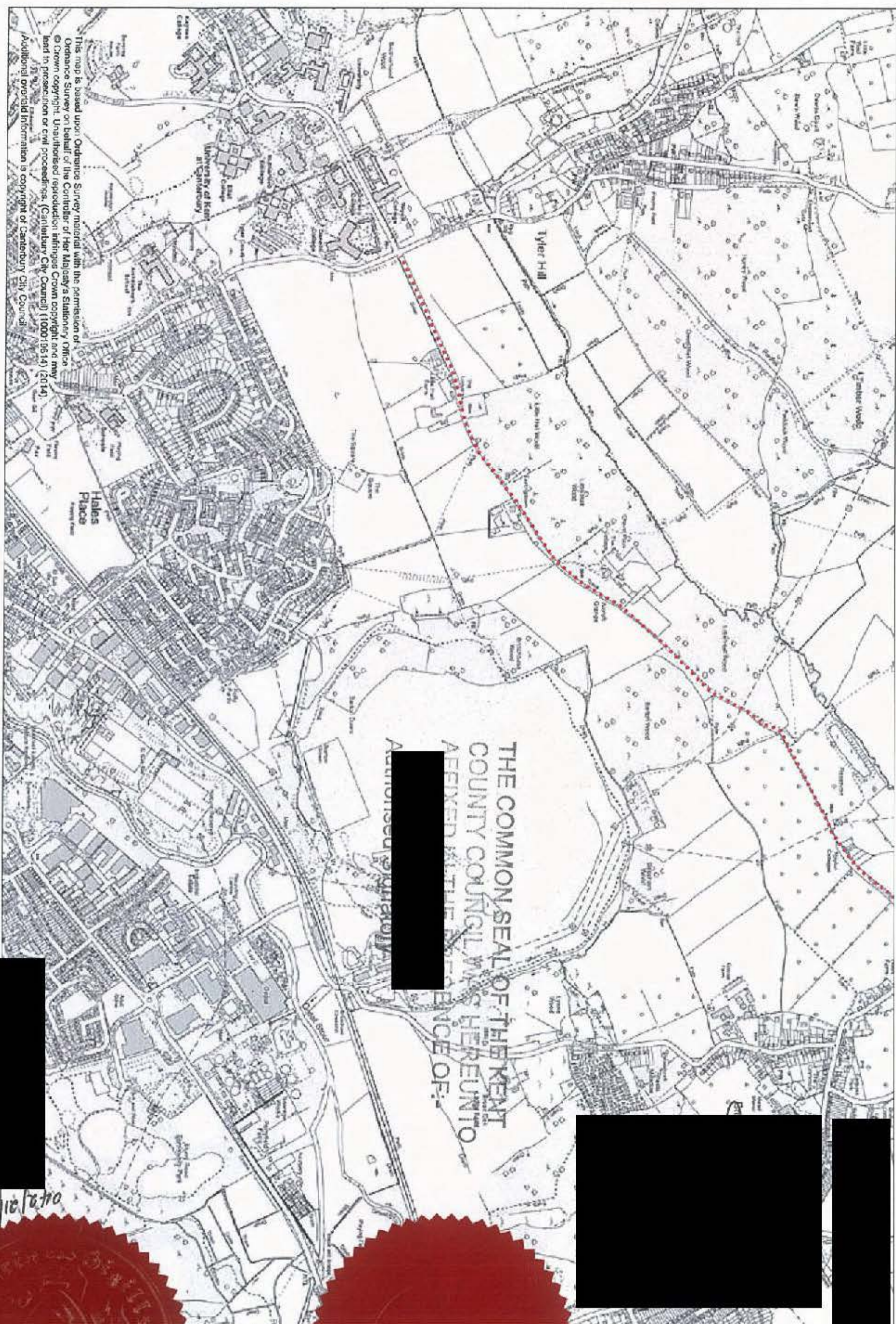
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THE COMMON SEAL OF THE KENT COUNTY COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF:-



NE







- (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
- (g) 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 in Part 1 of schedule 10.

"Trigger Date" means the Occupation of 320 Dwellings.

"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.

"Unallocated Parking" means all parking spaces within the Development which are not dedicated to a specific Dwelling.

"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 Dwelling.

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

"Wheelchair Accessible Dwelling" means five (5) Affordable Housing Units built to standards which require that provision is made for access to and use of the Affordable Housing Unit and its facilities which is sufficient to meet the needs of occupants who use wheelchairs as specified in the 'Optional Requirement M4(3): Category 3 – Wheelchair User Dwellings' section of the *Building Regulations 2010 Approved Document M 2015 edition* (or such similar standards and regulations that may replace these).

"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 of £16.11 per Dwelling (total £7,346.16) towards additional equipment and youth sessions providing outreach in the vicinity of Sturry.

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 Owner or the Developer to transfer an interest in land shall be given by those of the Owner 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.
- 2.2 The obligations arising hereunder are planning obligations enforceable by the Council and the County Council against the Owner 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 Owner or the Developer) or otherwise withdrawn.
- 2.6 This Agreement shall be registered as a charge in the City 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 Owner 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 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 Owner 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 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.
- 3.6 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 Owner	At their respective address set out in this Agreement or such other address as shall be notified by the Owner 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 Owner 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 Owner 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 prior to Implementation.

## **7 Payment of interest**

- 7.1 The Owner 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 any 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 Owner 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, 4, 9 and 12 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 5, 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 City Council and the County Council Obligations**

- 13.1 The City Council covenants with the Owner 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 Owner or the Developer.
- 13.2 The County Council covenants with the Owner 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 Owner 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 Undertaker's 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 except an owner lessee or occupier (but not mortgagee) of an Affordable Housing Unit which shall be bound by the provisions of this Agreement in relation to the Dwelling which it owns leases or occupies (but not in respect of any other Affordable Housing Unit or in respect of any other clause of or Schedule to this Agreement); or
- b) a Statutory Undertaker which acquires any part of the Site for the purpose of its statutory undertaking or function.

16.2 The obligations and restrictions in this Agreement relating to the payment of any of the financial contributions required to be paid by the Owner or the Developer to the City Council and the County Council under this Agreement shall not be enforceable against any successors in title to the Owner or the Developer in respect of to be completed when agreement is in final form.

## **17 Notification**

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

- a) the date of Implementation such notification to be given not less than 28 days prior to Implementation;
- b) the completion of any Dwelling which acts as a trigger for the performance by the Owner 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 Owner or the Developer of any obligation owed to the City Council and/or the County Council.

17.2 The Owner 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 320, 370 and 410 Dwellings.

**18 Trustees**

The Trustees acknowledge and declare that this Agreement has been entered into with their consent and that the Site shall be bound by the obligations contained in this Agreement provided that the Trustees shall otherwise have no liability under this Agreement unless and until they take possession of the Site over which they hold a respective legal charge in which case they will be bound by the obligations as if they were the persons deriving title from the Owner.

**19 Mortgagee**

The Mortgagee acknowledges and declares that this Agreement has been entered into with its consent and that the Site shall be bound by the obligations contained in this Agreement provided that the Mortgagee shall otherwise have no liability under this Agreement unless and until it takes possession of the Site over which it holds a respective legal charge in which case it will be bound by the obligations as if it were the person deriving title from the Owner.

**Schedule 1**  
**Affordable Housing**

**1 Provision of Affordable Housing Units**

- 1.1 Subject to the provisions of paragraph 1.2 of this paragraph 1, the Owner shall construct 123 (one hundred and twenty three) of the Dwellings pursuant to the Planning Permission as Affordable Housing Units in accordance with the Planning Permission, the Affordable Housing Plan and the Standards.
- 1.2 Where the total number of Affordable Housing Units identified in paragraph 1.1 results in the provision of more than 30% Affordable Housing Units across the Strategic Site the Owner and the Council shall review the Affordable Housing Units provision on the Site and the Council shall in writing approve that a proportionate reduction in Affordable Housing Units on the Site shall be permissible.

**2 Affordable Housing Tenure Split**

- 2.1 The Affordable Housing Units shall comprise a split of:
- (a) 70% Affordable Rented Housing Units; and
  - (b) 30% Shared Ownership Housing Units or, as may be approved by the City Council, other Intermediate Housing.

**3 Design and Construction of Affordable Housing Units**

- 3.1 Unless otherwise agreed with the City Council:
- (a) the Affordable Housing Units shall be designed, constructed and completed in accordance with the prevailing design and quality standards for affordable housing;
  - (b) the Affordable Housing Units shall be constructed and completed in accordance with the Planning Permission including any and all approved drawings, the Affordable Housing Plans, the Affordable Housing Tenure Mix;
  - (c) the Affordable Housing Units will in the case of houses each have exclusive access to a garden; and
  - (d) the Owner shall use reasonable endeavours to seek to design the Development so far as reasonable and practicable to ensure that the level of service and estate charges for the Affordable Housing Units is as low as is reasonably practicable.

**4 Serviced Condition**

- 4.1 The land on which the Affordable Housing Units are to be built shall be put into a Serviced Condition in advance of any disposal of any of the Affordable Housing Units to a Registered Provider or the City Council.

**5 Car Parking**

- 5.1 The Owner shall offer allocated car parking spaces to the Registered Provider or the City Council for use by the Occupiers of the Affordable Housing Units.
- 5.2 The location of the allocated car parking spaces associated with the provision of Affordable Housing Units will be identified in the Affordable Housing Plan for each of those Phases.

**6 Service Charges**

6.1 It is acknowledged and agreed by the Owner and the City Council that:

- (a) estate and/or service charges will be payable by Occupiers of the Affordable Housing Units in addition to being payable by Occupiers of the Market Housing Units;
- (b) owners and Occupiers of Market Housing Units and commercial premises at the Development will not be expected to subsidise the charges payable by owners and Occupiers of Affordable Housing Units; and
- (c) estate and/or service charges for the management and maintenance of the Affordable Housing Units shall be such fair and reasonable proportion of the estate and/or service charges (to include (inter alia) maintenance and insurance of relevant buildings) in relation to the Development as agreed between the Owner and the Registered Provider.

6.2 The Owner shall use reasonable endeavours to agree the estate and/or service charges with the Registered Provider in accordance with paragraph 7.1(d) as soon as reasonably practicable and not later than three months prior to Practical Completion of the Affordable Housing Units in each Phase of the Development.

**7 Delivery**

7.1 The Owner shall provide the Affordable Housing Units comprised in the Development in accordance with the Planning Permission.

7.2 The Owner shall use reasonable endeavours to enter into an Affordable Housing Contract with a Registered Provider in respect of each Phase of the Development for the Transfer of the Affordable Housing Units in that Phase to the Registered Provider and shall notify the City Council when such Affordable Housing Contract has been entered into.

**8 Restrictions**

8.1 The Owner covenants with the City Council not to Occupy or permit the Occupation of any of the Affordable Housing Units until such time as a Nominations Agreement has been agreed by the City Council and has been entered into by the Registered Provider with the City Council in respect of the relevant Affordable Housing Units.

8.2 The Owner covenants not to Occupy more than 50% of Market Housing Units until 50% of the Affordable Housing Units have been completed and Transferred to a Registered Provider.

8.3 The Owner covenants not to Occupy more than 80% of Market Housing Units until 100% of the Affordable Housing Units have been completed and Transferred to a Registered Provider.

8.4 Subject to paragraph 8.5 the Owner shall not permit any of the Affordable Housing Units to be used other than as Affordable Housing or purposes ancillary thereto.

8.5 The obligations contained in this schedule shall not apply to or be binding on;

- (a) any owner, occupier or tenant of an Affordable Housing Unit who has exercised a right to buy or acquire that Affordable Housing Unit under any statutory provision from time to time in force and any mortgagee of and any successors or other persons deriving title from such a person;

- (b) any person who has acquired 100% of the equity in any Shared Ownership Housing Unit as grantee or assignee of a Shared Ownership Lease and any mortgagee of and any successors or other persons deriving title from such a person; and
- (c) any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any person or bodies who shall derive title directly or indirectly from such mortgagee or chargee or Receiver provided always that
  - (i) such mortgagee or chargee or Receiver shall first have notified the City Council that it wishes to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months to complete a disposal of the relevant Affordable Housing Units to another Registered Provider or to the City Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
  - (ii) if such disposal has not completed within the three-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the obligations in this Schedule which provisions shall determine absolutely.

8.6 The Transfer of the Affordable Housing Units within each Phase of the Development to the Registered Provider shall include a restrictive covenant which conforms to the provisions set forth in paragraphs 8.4 and 8.5 above.

## 9 **Wheelchair Accessible Dwellings**

9.1 The location of any Wheelchair Accessible Dwellings shall be determined as follows:

- (a) The Owner shall serve on the City Council not less than twelve (12) weeks' prior written notice of the intended date of commencement of development of the Affordable Housing Units (the "Owner's Notice") which the Owner considers are suitable to be constructed as Wheelchair Accessible Dwellings (the "Relevant Affordable Housing Units")
- (b) The City Council shall serve a written response on the Owner within six (6) weeks of receipt of the Owner's notice confirming which (if any) of the Relevant Affordable Housing Units identified in the Owner's notice it requires to be constructed as Category 3: Wheelchair User Dwellings (the "Council's Response")
- (c) In the event the City Council does not serve the Council's Response within six (6) weeks of receipt of the Owner's Notice the Owner shall not be required to provide any Category 3: Wheelchair User Dwellings
- (d) In the event the City Council serves the Council's Response within six (6) weeks of receipt of the Owner's Notice the Owner and the Council shall (each party acting reasonably) within four (4) weeks of receipt of the Council's Response agree in writing the Affordable Housing Units which shall be constructed as Category 3: Wheelchair User Dwellings

- (e) In the event the City Council and the Owner do not reach an agreement in writing in accordance with Paragraph 9.1(d) above either party may refer the decision to the Expert in accordance with clause 11 of this Agreement

PROVIDED THAT in the event that any Relevant Affordable Housing Units are constructed as Category 3: Wheelchair User Dwellings then for the purposes of this Agreement such dwellings shall be deemed to be provided in place of the equivalent number of Affordable Housing Units

- 9.2 The Owner shall construct or procure the construction of the Wheelchair Accessible Dwellings in accordance with the written agreement secured under paragraph 10.1(d) above or as determined by the Expert under paragraph 9.1(e) above
- 9.3 The Owner covenants with the City Council not to Occupy or permit the Occupation of any of the Wheelchair Accessible Dwellings until such time as a Nominations Agreement has been agreed by the City Council and has been entered into by the Registered Provider with the City Council in respect of the relevant Wheelchair Accessible Dwellings.
- 10 In the event that a nutrient mitigation strategy is agreed in writing between the City Council the Owner and the relevant statutory water undertaker and such strategy negates any ongoing need for the provision of on-site package treatment plants for the treatment of foul water at the Development the Owner shall pay to the City Council on the date of such written agreement the Foul Infrastructure Cost less any sums which at the date of such written agreement have either been expended or committed for expenditure in relation to the provision of the on-site package treatment plants or are required in order to amend or remove the existing infrastructure in order to facilitate the provision of the agreed strategy or are required for the agreed mitigation strategy.
- 11 The Council hereby covenants with the Owner to use any sums paid under paragraph 10 of this schedule for the provision of affordable housing within its administrative area.

## **Schedule 2**

### **Open Space**

- 1 The Owner or the Developer shall not cause or permit the relevant Phase to be commenced unless and until it has submitted the Publicly Accessible Open Space Strategy Management and Maintenance Plan to the City Council for such relevant Phase and the City Council has approved the same in writing such approval not be unreasonably withheld.
- 2 The Owner 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 Strategy Management and Maintenance 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 Owner or the Developer shall not erect or allow to be erected any structure on or in the Publicly Accessible Open Space without consent of the City Council.
- 4 The Owner or the Developer shall keep the Publicly Accessible Open Space adequately and properly insured providing evidence of such insurance to the City Council when requested and in the event of damage pay out any insurance payments on making good such damage.
- 5 The Owner or the Developer shall review the terms of the Approved Publicly Accessible Open Space Strategy Management and Maintenance Plan in such manner as the Approved Publicly Accessible Open Space Strategy 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 remains high quality Publicly Accessible Open Space.
- 6 The Owner or the Developer shall:
  - 6.1 Implement the Approved Landscaping 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 50% (fifty percent) of the Dwellings within the relevant Phase (or any later percentage figure as may be agreed with the City Council in writing) unless and until the Approved Landscaping Strategy for such Phase has been implemented in full;
  - 6.3 Implement the Approved Publicly Accessible Open Space Strategy 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 50% (fifty percent) of the Dwellings within the relevant Phase (or any later percentage figure as may be agreed with the City Council in writing) until implementation of the Approved Publicly Accessible Open Space Strategy Management and Maintenance 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 Owner 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 Owner and the Developer covenant with the City Council to pay the Open Space Contribution to the City Council in the following equal instalments as follows
  - (a) one-quarter on or prior to Implementation;
  - (b) one-quarter on or prior to the Occupation of 200 Dwellings;
  - (c) one-quarter on or prior to the Occupation of 300 Dwellings; and
  - (d) one-quarter on or prior to the Occupation of 400 Dwellings.
- 6.6 The Owner and the Developer covenant with the City Council not to Occupy any Dwelling unless and until it has paid to the City Council one-quarter of the Open Space Contribution.
- 6.7 The Owner and the Developer covenant with the City Council not to Occupy or permit Occupation of more than:
  - (a) 200 Dwellings unless and until it has paid to the City Council fifty percent of the Open Space Contribution;
  - (b) 300 Dwellings unless and until it has paid to the City Council seventy five percent of the Open Space Contribution;
  - (c) 400 Dwellings unless and until it has paid to the City Council one hundred percent of the Open Space Contribution;

**Schedule 3**  
**Electric Vehicles**

1. In accordance with the Travel Plan the Owner or the Developer shall:
  - 1.1 provide Electric Vehicle Passive Charging Points for 357 (three hundred and fifty seven) Dwellings;
  - 1.2 provide Electric Vehicle Active Charging Points for 36 (thirty six) Dwellings;
  - 1.3 provide 6 (six) Electric Vehicle Off-Plot Passive Charging Points for the Unallocated Parking;
  - 1.4 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;
  - 1.5 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; and
  - 1.6 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 4**  
**SAMM**

- 1       The Owner 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 Council in accordance with the provisions of paragraph 1.1(b) of this schedule.

**Schedule 5**  
**Community Learning/Youth Services**

**Part 1: Community Learning**

- 1        The Owners and the Developers 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 370 Dwellings; and
  - 1.2      50% on or prior to the Occupation of 410 Dwellings.
- 2        The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
  - 2.1      370 Dwellings unless and until it has paid to the County Council 50% of the Community Learning Contribution; and
  - 2.2      410 Dwellings unless and until it has paid to the County Council the Community Learning Contribution in full.

**Part 2: Youth Services**

- 3        The Owners and the Developers covenant with the County Council to pay the Youth Services Contribution to the County Council in the following equal instalments as follows:
  - 3.1      50% on or prior to the Occupation of 370 Dwellings; and
  - 3.2      50% on or prior to the Occupation of 410 Dwellings.
- 4        The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
  - 4.1      370 Dwellings unless and until it has paid to the County Council 50% of the Youth Services Contribution; and
  - 4.2      410 Dwellings unless and until it has paid to the County Council the Youth Services Contribution in full.

## **Schedule 6 Education**

- 1 The Owners and the Developers covenant with the County Council to pay the Primary Education Contribution to the County Council in the following equal instalments as follows:
  - 1.1 £933,648.00 prior to the Occupation of 370 Dwellings; and
  - 1.2 £933,648.00 prior to the Occupation of 410 Dwellings;
- 2 The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
  - 2.1 370 Dwellings unless and until it has paid to the County Council £933,648.00 towards the Primary Education Contribution; and
  - 2.2 410 Dwellings unless and until it has paid to the County Council the Primary Education Contribution in full.
- 3 The Owners and the Developers covenant with the County Council to pay the Secondary Education Contribution, to the County Council in the following equal instalments as follows:
  - 3.1 £964,941.00 prior to the Occupation of 370 Dwellings; and
  - 3.2 £964,941.00 prior to the Occupation of 410 Dwellings;
- 4 The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
  - 4.1 370 Dwellings unless and until it has paid to the County Council £964,941.00 towards the Secondary Education Contribution; and
  - 4.2 410 Dwellings unless and until it has paid to the County Council the Secondary Education Contribution in full.
- 5 The Owners and the Developers covenant with the County Council to pay the Primary School Land Contribution to the County Council in the following equal instalments as follows:
  - 5.1 £324,449 prior to the Trigger Date; and
  - 5.2 £648,899 prior to the Occupation of 410 Dwellings
- 6 The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
  - 6.1 320 Dwellings unless and until it has paid to the County Council £324,449 towards the Primary School Land Contribution; and
  - 6.2 410 Dwellings unless and until it has paid to the County Council the Primary School Land Contribution in full.

**Schedule 7**  
**Library**

- 1      The Owners and the Developers 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 370 Dwellings; and
  - 1.2      50% on or prior to the Occupation of 410 Dwellings.
- 2      The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
  - 2.1      370 Dwellings unless and until it has paid to the County Council 50% of the Library Contribution; and
  - 2.2      410 Dwellings unless and until it has paid to the County Council the Library Contribution in full.

**Schedule 8**  
**Adult Social Care**

- 1      The Owners and the Developers 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 370 Dwellings; and
  - 1.2      50% on or prior to the Occupation of 410 Dwellings.
- 2      The Owners and the Developer covenant with the County Council not to Occupy or permit Occupation of more than:
  - 2.1      370 Dwellings unless and until it has paid to the County Council 50% of the Adult Social Care Contribution; and
  - 2.2      410 Dwellings unless and until it has paid to the County Council the Adult Social Care Contribution in full.

**Schedule 9**  
**Medical Centre**

- 1      The Owner and the Developer covenant with the City Council to pay the Medical Centre Contribution to the City Council in accordance with the following provisions:
  - 1.1      prior to Occupation a sum equivalent to one third of the Medical Centre Contribution;
  - 1.2      prior to the Occupation of 300 (three hundred) Dwellings a sum equivalent to one third of the Medical Centre Contribution; and
  - 1.3      prior to the Occupation of 400 (four hundred) Dwellings a sum equivalent to one third of the Medical Centre Contribution.
- 2      The Owner and the Developer covenant with the City Council:
  - 2.1      not to Occupy unless and until the first instalment of the Medical Centre Contribution has been paid to the City Council in accordance with paragraph 1.1 of this schedule;
  - 2.2      not to Occupy more than 300 (three hundred) 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 four hundred (400) 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.

**Schedule 10**  
**Transport/Travel Plan**

**Part 1 - Travel Plan**

- 1 Prior to Implementation the Owner and the Developer shall pay the Travel Plan Monitoring Fee to the County Council and shall not cause or permit the Occupation of any Dwellings until the said fee has been paid.
- 2 The Owner shall comply with the Travel Plan and use reasonable endeavours to achieve the following targets:
  - 2.1 a reduction in vehicle trips as per the transport assessment submitted with the Application; and
  - 2.2 a change of modal split showing an increase in use of public transport or transport modes other than private vehicles.
- 3 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.
- 4 The Owner and the Developer shall implement the Travel Plan during the lifetime of the Development.
- 5 The Owner shall:
  - 5.1 appoint a Travel Plan Co-ordinator prior to Occupation of any part of the Development;
  - 5.2 pay the cost of appointing and retaining the Travel Plan Co-Ordinator for the duration of the period specified in paragraph 6 of this schedule unless such cost is paid by the management company incorporated for the purpose of managing the Development; and
  - 5.3 shall notify the Authorities in writing of the name, address, telephone number and email address of the person appointed.
- 6 The Owner 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.
- 7 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:
  - 7.1 measures introduced and actions taken to promote the Travel Plan;
  - 7.2 a statistical summary of the modal split of employees/residents/users disclosed by the monitoring surveys;
  - 7.3 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;
  - 7.4 a plan for future actions to be implemented.
- 8 In the event that the annual report shows that the Travel Plan has failed to meet its objectives/targets in any respect, then the Owner shall submit to the County Council:

- 8.1 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;
- 8.2 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 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.

#### **Part 2 - Sustainable Transport Vouchers**

- 10 The Owner and/or the Developer shall on the first Occupation of each Dwelling provide to the Occupier with a Sustainable Transport Voucher entitling the Occupier to request from the Owner and the Developer a reimbursement of expenditure actually incurred for a six month bus pass by the Occupier.
- 11 The Owner and the Developer shall reimburse the Occupier within 20 Working Days of receipt of the request for reimbursement provided that:
  - 11.1 Any request for reimbursement shall be made within 24 months from the date of first Occupation of the relevant Dwelling; and
  - 11.2 upon request for reimbursement the Occupier shall provide the Owner with satisfactory evidence of the expenditure incurred.

#### **Part 3 - Cycle Link Contribution**

- 12 The Owner and/or the Developer covenant to pay the Cycle Link Contribution on or before the Contribution Trigger Date.
- 13 The Developer 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.

#### **Part 4 - Traffic Regulation Order**

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



# **Schedule 11** **Sturry Link Road**

- 1 The Owner 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 the reserved matters for the Sturry Link Road to be calculated based on the number of *Practical* Completions of Dwellings in the previous Quarter. *Application*  
*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 Owner 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 Owner 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 secured by the County Council, the County Council shall give notice to the Owner and Developer:
  - 4.1 that the SELEP Funding (or any part of it) has not been secured 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 = 136

C = the amount of the Additional Sturry Link Road Contribution payable per Dwelling
- 5 The Owner or 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 the Borrowing Costs are payable under the provisions in paragraph 4 of this schedule the amount of such contributions 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 Affordable Housing;
  - 6.2 the Adult Social Care Contribution;
  - 6.3 the Community Learning Contribution;
  - 6.4 the Library Contribution;
  - 6.5 the Youth Services Contribution;
  - 6.6 Open Space Contribution;

- 6.7 the Secondary Education Contribution; and
- 6.8 the Primary 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 for the construction of the Sturry Relief Road.
- 8 The County Council will keep the Developer and the Owner and Developer informed as to the Borrowing Costs not less than annually on the anniversary of the date of this Agreement.
- 9 The Owner 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 Developers 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 Owner) the Owner or the Developer shall:
- 12.1 provide to the County Council a Bond to cover the Sturry Link Road Contribution; or
- 12.2 the Owner or the Developer shall provide the Bond or a Land Charge to the County Council.
- 13 If the Bond has been provided the Owner 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 annexed 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 Owner 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 Owner 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) or (if applicable) the Land Charge are not in place and such works and or Occupations shall not be resumed until Land Charge is in place or the Bond which is in a form agreed by the County Council or such alternative form as may be required by the surety and agreed by the County Council (acting reasonably) 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 Owner 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:
- 16.1 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
- 16.2 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 Owner or the Developer shall provide the original Bond or a certified copy of the Land Charge to the County Council prior to Implementation.
- 19 The Owner 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 Owner or the Developer is no longer the strategic developer for the Site the Owner or the Developer shall procure the following:
- 20.1 a notice shall be given to the County Council in writing at least 15 (fifteen) Business Days before completion of the agreement with any new strategic developer is due to take the place;
- 20.2 provided Implementation has occurred all works on the Site shall cease and the Owner or the Developer or any of their successors in title shall be prevented from resuming works on the Site until the requirements in paragraph 20.3 have occurred;
- 20.3 the Owner or the Developer shall procure that the new strategic developer shall:
- (a) 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;
  - (b) 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
  - (c) the Owner or the Developer will not permit or allow works pursuant to the Planning Permissions to resume on the Site until:
    - (i) the supplemental deed between the new strategic developer and the County Council has been entered into and completed; and
    - (ii) 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.

**Schedule 12**  
**Employment Site**

- 1       The Owner or the Developer shall:
  - 1.1      not carry out the development of the Employment Use Area unless and until the Employment Marketing Strategy has been submitted to and approved in writing by the City Council;
  - 1.2      upon commencement of development of the Employment Use Area implement the Approved Employment Marketing Strategy;
  - 1.3      not amend the Approved Employment Marketing Strategy without the further written approval of the City Council; and
  - 1.4      carry out the Employment Area Strategy Review on either an annual basis in each of the three years after the commencement of the development of the Employment Use Area or for such period as set out in the Approved Employment Marketing Strategy and to implement any changes to the Employment Marketing Area Strategy (including any approved amendments to it from time to time) that are agreed as a consequence of each Employment Area Strategy Review

**Schedule 13**  
**County Council's Covenants**

- 1 To comply with its obligations pursuant to the provisions of this Agreement.
- 2 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 Subject to paragraph 4, 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 ten years after the date of last payment in respect of any financial contribution paid by the Owner or the Developer to the County Council pursuant to the terms of this Agreement it will repay any unexpended balance to the Owner 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) 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 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 On payment by the Owners and the Developer of all or part of the Secondary School Contribution pursuant to Schedule 7, 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.

**Schedule 14**  
**City Council Covenants**

- 1 To comply with its obligations pursuant to the provisions of this Agreement.
- 2 To deposit all monies paid by the Owner or the Developer to the City 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
- 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 Regulation 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 Owner or the Developer to the County Council pursuant to the terms of this Agreement it will repay any unexpended balance to the Owner 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 Owner 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 Owner 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 Owner or the Developer may from time to time reasonably require.
- 5 To pay the Medical Centre Contribution 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**  
**Affordable Housing Plan**



DATE	DATA	Checked	Approved
26 Feb 2019	EW	NP3	NPB
17 2045/SP-03	C	1-1000 @ A1	

THE COMMON SEAL OF THE KENT  
COUNTY COUNCIL WAS HEREUNTO  
BROUGHT FOR THE PURPOSE OF  
CONFIRMING THE SAID ORDER  
AND THE SAME WAS THEREUNTO  
CONFIRMED BY THE COUNCIL  
ON THE 14TH DAY OF MAY 1990  
IN THE PRESENCE OF:-





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



Director

Principal Lawyer (Regulatory)

~~Head of Corporate Services and  
Monitoring Officer~~



042/21/SM

THE COMMON SEAL of  
THE KENT COUNTY  
COUNCIL

was hereunto affixed in the  
presence of:

)  
)  
)



Authorised Signatory

print name: TAISTAW GOODREY



130  
-2021

as attorney for

Signed as a deed by Andrew Andrew Dorek  
PAUL ANTHONY MANSFIELD pursuant to a power of  
acting by his attorney: attorney dated 7 July 2020

In the presence of:



RICHARD LEAHY

WILLISGORE HOUSE

CANTERBURY ROAD

CHITHAM

KENT CT48DX

Executed as a deed by  
SOMERLEE HOMES LIMITED  
acting by two directors

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

Signed and delivered as a deed for  
and on behalf of the trustees of the  
SOMERLEE PENSION FUND Scheme


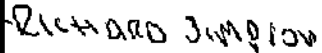
  
  
\_\_\_\_\_  
Trustee


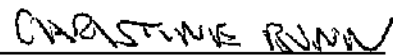
In the presence of:

  
  
\_\_\_\_\_  
Trustee

In the presence of:

Signed and delivered as a deed for and  
on behalf of  
National Westminster Bank PLC by a  
duly authorised Attorney  
In the presence of:

  
  
\_\_\_\_\_

  
  
\_\_\_\_\_

Witness' Signature – Bank Employee