

DATED

5 July

2017

INVICTA PROPERTIES LIMITED (1)

and

HERSDEN LIMITED (2)

and

CANTERBURY CITY COUNCIL (3)

and

THE KENT COUNTY COUNCIL (4)

DEED OF AGREEMENT

Pursuant to Section 106 of the Town and County Planning Act 1990

Relating to Hoplands Farm, South Side of Island Road,

Hersden, Canterbury, Kent CT3 4HQ

Minerva House
5 Montague Close
London SE1 9BB
DX: 156810 London Bridge 5

T 020 7593 5000
F 020 7593 5099
www.wslaw.co.uk

Winckworth
Sherwood

Solicitors and
Parliamentary Agents

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THIS AGREEMENT is made the 5 day of July 2017

BETWEEN

- (1) **INVICTA PROPERTIES LIMITED**(Company registration number 08230505) of 35 New Bridge Street , London EC4V ("*the Owner*")
- (2) **HERSDEN LIMITED** whose registered office is at 1, Le Marchant Street, St Peter Port, Guernsey GY1 4HP ("*the Chargee*")
- (3) **CANTERBURY CITY COUNCIL** of Military Road Canterbury Kent CT1 1YW ("*the City Council*")
- (4) **THE KENT COUNTY COUNCIL** of County Hall, Maidstone, Kent ME14 1XQ ("*the County Council*")

WHEREAS:-

- (A) The City Council is the local planning authority for the purposes of this Deed within the meaning of Part III of the 1990 Act for the area within which the Land is situated and by whom the obligations in this Deed are enforceable
- (B) The County Council is the local highway authority and the education authority for the area in which the Land is situated.
- (C) On 3 March 2016 the Owner made the Application to the City Council to carry out the Development
- (D) At a meeting of the City Council's Planning Committee held on 25 April 2017 it was resolved that (subject to the completion of this Deed) the Planning Permission should be granted for the Development.
- (E) The Owner has a freehold interest in the Land registered at HM Land Registry under title number TT40541
- (F) The Chargee has a registered charge over the Land dated 21st August 2015
- (G) The City Council and the County Council considers it expedient in the interests of the proper planning of their respective areas that provision should be made for regulating the Development in the manner set out in this Deed and the Parties have therefore agreed to enter into this Deed

NOW THIS DEED WITNESSES as follows:-

1. Statutory Authority and Enforceability

- 1.1 This Deed is entered into under section 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and all the restrictions covenants and undertakings in this Deed are planning obligations for the purposes of Section 106 and are

(subject to the terms of this Deed) enforceable by the City Council or the County Council not only against the Owner and the Chargee but also against any successors in title to the interest of the Owner and the Chargee and their assigns

1.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into by the City Council and the County Council pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011

1.3 This Deed shall not bind or be enforceable against the following:-

1.3.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part) against the part disposed of but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with its interest;

1.3.2 individual owners and occupiers of Residential Units or their mortgagees or chargees and all of those persons successors in title except in respect of the obligations in Schedule B which shall remain enforceable against owners occupiers or tenants of Affordable Housing Units save where an owner occupier or tenant of an Affordable Housing Unit has exercised a right to buy or acquire that property under any statutory provision;

1.3.3 any person who has purchased 100 per cent of the equity in an Affordable Housing Unit pursuant to a Shared Ownership or Shared Equity Housing arrangement and any mortgagee and successors or other persons deriving title from such a person;

1.3.4 individual owners and occupiers and their mortgagees of community business or office floor space or part of it within the Development;

1.3.5 any mortgagee or chargee of an Affordable Housing Provider which has the benefit of a legal mortgage or charge secured against all or any of the Affordable Housing Units (which shall include any body providing loan facilities) and any person who shall derive title directly or indirectly from such mortgagee or chargee (other than an Affordable Housing Provider) or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 PROVIDED ALWAYS that such mortgagee or chargee or any receiver appointed by such mortgagee or chargee or receiver so appointed shall first have notified the City Council that it wishes to exercise its statutory power of sale and within three months of such notification the mortgagee or chargee or receiver having used reasonable endeavours shall have been unable to enter into a contract for sale of the relevant Affordable Housing Units to another Affordable Housing Provider on terms that on completion thereof the mortgagee or chargee or receiver will recover the total sum outstanding under its charge or mortgage including any interest thereon

1.3.6 any statutory undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services

2. Interpretation

2.1 For the purposes of this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

“the 1990 Act” means the Town and Country Planning Act 1990 (as amended)

“Affordable Housing” means Affordable Rented and Intermediate housing that is to be erected and made available to eligible households in Housing Need whose incomes are not sufficient to enable them to rent or buy housing available locally on the open market determined with regard to local incomes and local house prices

“Affordable Housing Provider” means a registered social housing provider as defined in section 80 of the Housing and Regeneration Act 2008 or such other organisation as is approved by the City Council and agreed with the Owner from time to time

“Affordable Housing Scheme” means a written scheme together with all relevant plans drawings and other supporting information detailing the Affordable Housing Units to be provided in any Phase of the Development and including:-

- (a) the quantum;
- (b) the location and distribution;
- (c) the tenure (which shall comply with the Affordable Housing Tenure Mix);
- (d) the mix;
- (e) the type and unit size; and
- (f) the proportion and level of the car parking provision of the said Affordable Housing Units

“Affordable Housing Tenure Mix” means that the Affordable Housing within the Development shall be provided as 70% Affordable Rented Housing Units and 30% Intermediate Housing Units unless otherwise agreed between the Owner and the City Council

“Affordable Housing Units” means 15% of the 250 residential units to be provided on the Development by way of Affordable Housing in accordance with the approved Affordable Housing Scheme;

"Affordable Rented Housing"	means Affordable Housing which is let by the City Council or an Affordable Housing Provider to households who are eligible for social rented housing at rents which are no more than 80% of the local market rent (including service charges where applicable)
"Affordable Rented Housing Units"	means Affordable Housing Units provided as Affordable Rented Housing
"Affordable Housing Land"	means the area or areas of land within each Phase upon which the Affordable Housing Units are to be constructed pursuant to the approved Affordable Housing Scheme.
"Apprenticeship Centre Building"	means a Fully Serviced building of not less than 3000 square feet in size and up to 1,000 square feet of external teaching area and located in the area shown (for the purpose of identification only) specified as location 2 on Plan 2 (or such other area as agreed with the City Council in writing) together with ten car parking spaces or such number that accords with the City Council's adopted policy in respect of car parking as at the date of submission of the first Reserved Matters Application in relation to the Apprenticeship Centre Building
Apprenticeship Centre Building Delivery Date	means the earlier to occur of:- <ul style="list-style-type: none"> (a) 31 March 2020; or (b) the Occupation of 100 Residential Units; or (c) such other date agreed by the Council pursuant to the approved Apprenticeship Centre Building Strategy
"Apprenticeship Centre Lease"	means a full repairing and insuring lease for a term of 75 years in accordance with the agreed heads of terms attached at the Annex to this Deed and otherwise on such commercial terms as may be agreed between the Owner and Canterbury College
"Apprenticeship Centre Building Specification"	means a detailed specification for the Apprenticeship Centre Building to include a programme for its delivery and occupation
"Apprenticeship Centre Building Strategy"	means a strategy which sets out a delivery programme with timelines for the Apprenticeship Centre Building which leads to the grant of the Apprenticeship Centre Lease to Canterbury College within the period of the Apprenticeship Centre Building Delivery Date

“Approved Apprenticeship Centre Building Strategy”	mean the Apprenticeship Centre Building Strategy approved by the City Council pursuant to clause 6 of Schedule B
“Approved Employment Marketing Strategy”	means the Employment Marketing Strategy approved by the City Council pursuant to clause 5 of Schedule B
“Approved Surgery Marketing Strategy”	means the Surgery Marketing Strategy approved by the City Council pursuant to clause 9 of Schedule B
“Approved Publicly Accessible Open Space Management and Maintenance Plan”	means the Publicly Accessible Open Space Management and Maintenance Plan approved by the City Council pursuant to clause 4.1 of Schedule B
“Approved Landscape Strategy ”	means the Landscape Strategy approved by the City Council pursuant to clause 4.1 of Schedule B
“Buffer Zone”	means the area of open space land shown (for the purpose of identification only) coloured green on Plan 2
“Canterbury College”	means Canterbury College whose address is New Dover Road, Canterbury, Kent, CT1 3AJ or its successor in title
“City Council Financial Contributions”	means <ul style="list-style-type: none"> (a) the Outdoor Sports Contribution; and (b) the SAMMS Contribution
“Commencement of Development”	means commencement of the Development or (where expressly specified) a Phase by the undertaking of a material operation as defined by section 56(4) of the 1990 Act PROVIDED ALWAYS THAT:- <ul style="list-style-type: none"> (a) ground investigations and/or site survey works; (b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services; (c) construction of boundary fencing or hoardings; (d) construction of temporary highways accesses;

- (e) archaeological investigation;
- (f) ecological investigation and mitigation;
- (g) noise attenuation works;
- (h) demolition works;
- (i) works of site clearance;
- (j) temporary structures and buildings including site offices;
- (k) marking or pegging out operations;
- (l) landscape clearance works and planning;
- (m) remediation works;
- (n) excavation works to adjust ground levels on site including laying of piling mat; and
- (o) temporary display of advertisements

shall not be taken to be a material operation for the purposes of this Deed and **“Commence Development”** **“Commencement”** **“Commences”** and **“Commenced”** shall be construed accordingly

“Committed for Expenditure”

means that the City Council or the County Council as appropriate has identified or allocated a financial contribution for spending the contribution in accordance with its legal duties pursuant to S151 of the Local Government Act 1972 and in a manner which is compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

“Community Learning Contribution”

means a sum not exceeding NINE THOUSAND AND EIGHTY EIGHT POUNDS (£9,088.00) as a contribution towards the provision of community facilities or services within five kilometres of the Development

“County Council Financial Contributions”

means a sum not exceeding THREE MILLION SEVEN HUNDRED AND SIXTY THOUSAND NINE HUNDRED AND NINETY FIVE POUNDS (£3,760,995.00) comprising:-

- (a) the Primary Education Contribution;
- (b) the Secondary Education Contribution;

- (c) the Community Learning Contribution;
- (d) the Youth Contribution;
- (e) the Library Contribution;
- (f) the Social Care Contribution;
- (g) the Vauxhall Road/Broad Oak Road Junction Contribution;
- (h) the Sturry Road Park and Ride Expansion Contribution;
- (i) the Sturry Road/Vauxhall Road Roundabout Contribution;
- (j) the Hersden to Sturry Cycle Route Contribution;
- (k) the Sturry Road Bus Lane Improvements Contribution

“Deed”

means this agreement between the Parties

“Development”

means the redevelopment of the Land pursuant to the Planning Permission for a neighbourhood extension for the creation of up to 250 houses including affordable housing, neighbourhood centre (comprising Class A1 food store (400sq.m), Class D1 medical centre (380sq.m), Class D1 dentist (150sq.m), Class A1 pharmacy (150sq.m), Class D1 nursery (120sq.m) and Class A1 convenience retail (360sq.m)), commercial estate (comprising Class B1 business floor space (up to 5572sq.m), Class D1 apprenticeship centre (616sq.m) and Class D1/D2 community building (up to 672sq.m)), parish parkland and associated access, parking, amenity space and landscaping

“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 Council;

“Ecological Area”

means the area of open space to be used as ecological protection and mitigation areas as shown (for the purpose of illustration only) coloured brown on Plan 2

**“Employment Area
Target Delivery**

means the dates by when elements of the Disposal Strategy are to be achieved

Dates”

“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 Council of the approved Employment Area Strategy to include:

- (i) an assessment of the performance of the approved Marketing Strategy in attracting occupiers and users to invest in the Employment Use Area;
- (ii) 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
- (iii) a programme for implementing any improvements that are identified and agreed as a consequence of the review;

“Employment Use Area”

means that part of the Development comprising not more than 5572 square metres which is proposed for Employment Use as shown (for the purpose of illustration only) coloured blue on Plan 2

“Employment Use”

means any use falling within Use Class B1 and A2 of the Town and Country Planning (Use Classes) Order 1987 (as amended)

“Employment Marketing Strategy”

means a strategy that sets out the following:

- (i) 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;
- (ii) a strategy to secure anchor occupants and key investors;
- (iii) measures to work with the Council in order to

attract occupiers of niche employment workspace targeted at, for example, start-ups, small businesses and/or other creative enterprises;

- (iv) a commitment to work with the 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;

“Fully Serviced”

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

“HCA”

means the Homes and Communities Agency or any successor body from time to time

“Health Service Body”

means National Health Service Canterbury and Coastal Clinical Commissioning Group or its successor body within the National Health Service or a nominee of the National Health Service Canterbury and Coastal Clinical Commissioning Group or its successor body or with the written approval of the Council any other health service provider

**“Hersden to Sturry
Cycle Route
Contribution”**

means a sum not exceeding TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00) to be used as a contribution towards the provision and/or improvement of the Hersden to Sturry cycle route

“Housing Need”

means:-

- (a) in relation to the Affordable Rented Housing Units as regards a person who is homeless or is currently occupying a residential unit which is overcrowded under occupied in need of renovation or unfit for human habitation or for any other such reason as the City Council may agree constitutes circumstances in which it is unreasonable for that person to continue occupying such residential unit; or
- (b) in relation to Intermediate Housing Units means a person whose income is insufficient to enable them to rent or buy housing available locally on the open market determined with regard to local incomes and

local house prices

"Index"

means:-

- (a) in relation to any contribution to be paid to the City Council the Consumer Prices Index published by the Office for National Statistics or any successor ministry department or organisation and if the said index is at the relevant time no longer published such other comparable index or basis for indexation as the Parties may agree;
- (b) in relation to:-
 - (i) the contributions listed (g) to (k) inclusive in the definition of County Council Contributions to be paid to the County Council the Road Construction Prices Index
 - (ii) any other contribution to be paid to the County Council the General Build Cost Index as published by the Building Cost Information Service

and if the said index is at the relevant time no longer published such other comparable index or basis for indexation as the parties may agree

"Index-Linked"

means the product (if any) of the amount of the contribution payable under this Deed multiplied by A and divided by B where:-

"A" is the most recently published figure for the Index prior to the date of the payment; and

"B" is the most recently published figure for the Index at the date of this Deed

"Interest"

means interest at the base lending rate of the Co-operative Bank Plc or such other bank as the City Council or the County Council as appropriate uses from time to time plus 4%

"Interest Bearing Account"

means an account within the City Council's or the County Council's (as appropriate) accounting system to which interest will be added at a rate equivalent to that which the City Council or the County Council (as appropriate) obtains in relation to the relevant account

"Intermediate Housing"	means low cost housing units for sale or rent as defined in Annex 2 of the National Planning Policy Framework
"Intermediate Housing Unit"	means the Affordable Housing Units which are to be provided as Intermediate Housing and "Intermediate Housing Units" shall be construed accordingly
"the Land"	means the land shown (for the purpose of illustration only) edged red on Plan 1 in respect of which the Planning Permission is granted
"Landscape Strategy"	means detailed drawings and supporting documentation to describe the specification, timing for implementation and method of construction of the Open Space Land; details of hard and soft landscaping works
"Library Contribution"	means a sum not exceeding THIRTY ONE THOUSAND NINE HUNDRED AND NINETY EIGHT POUNDS (£31,998.00) as a contribution towards the provision of library facilities and services within a five kilometre radius of the Development
"Market Housing Units"	means the residential units constructed on the Land as part of the Development and sold on the open market (which FOR THE AVOIDANCE OF DOUBT shall not include the Affordable Housing Units)
"Mixed Use Local Centre"	means the area of the Development on which the Surgery Site is to be provided as shown (for the purpose of illustration only) coloured red on Plan 2
"Nominations Agreement"	means an agreement entered into by the City Council and the Affordable Housing Provider (or such other provider of Affordable Housing as may be agreed by the City Council) 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 occupation of the Land or any of the buildings or Market Housing Units forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition construction fitting out decoration marketing or for site security purposes and "Occupy" and "Occupied" shall be construed accordingly
"Open Space Land"	means the 39 acres of open space within the Development as identified on Plan 2 comprising:-

	<p>(a) the Publicly Accessible Land;</p> <p>(b) the Buffer Zone;</p> <p>(c) the Ecological Area; and</p> <p>(d) the proposed Village Green Open Space</p>
"Outdoor Sports Contribution"	means the sum of ONE HUNDRED AND FIFTY EIGHT THOUSAND EIGHT HUNDRED AND NINETY SIX POUNDS (£158,896.00) as a contribution towards the cost of maintaining and/or improving the Hersden Recreation Ground
"Parties"	means the parties to this Deed
"Phase"	means a phase of the Development
"Plan 1"	means the plan appended at Appendix 1 to this Deed showing the Land for illustration purposes only and marked "Plan 1"
"Plan 2"	means the plan appended at Appendix 1 to this Deed showing (for the purpose of illustration only) the Publicly Accessible Open Space and marked "Plan 2"
"Plan 3"	means the plan appended at Appendix 1 to this Deed showing with reference 15118-010 H (for the purpose of illustration only) the works required to the local highway and marked "Plan 3"
"Planning Application"	means the planning application for the Development made by the Owner and the Developer on 3 March 2016 and given reference number CA/16/00404/OUT by the City Council
"Planning Conditions"	means the conditions set out in the draft Planning Permission annexed at Schedule A subject to which the Planning Permission is to be granted
"Planning Permission"	means the planning permission to be granted by the City Council with respect to the Application in the form of the draft which is annexed at Schedule A to this Deed
"Practical Completion"	means complete such that it is fit for its intended purpose and is for all practical purposes sufficiently complete to be put into use
"Primary Education Contribution"	means a sum not exceeding EIGHT HUNDRED AND FIFTY FOUR THOUSAND EIGHT HUNDRED AND NINETY SIX POUNDS (£854,896.00) as contribution towards the first

phase of expanding Hersden Village Primary School and towards the construction of a new primary school within the area referred to as land at Sturry/Broad Oak in Canterbury District Local Plan Publication Draft 2014

“Publicly Accessible Open Space Land”

means that part of the Open Space Land shown (for the purpose of illustration only) coloured purple on Plan 2 over which the public have the right of passage, enjoyment and unrestricted access in perpetuity

“Publicly Accessible Open Space Management and Maintenance Plan”

means details of a scheme 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 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.

“Quarter Days”

means each of 28 February 28 May 28 August and 28 November

“Reasonable Endeavours”

means that the party responsible for an obligation must exert itself to perform that obligation in a manner which:-

- (a) demonstrates that it has taken serious and detailed consideration of its contractual commitment and the fact that the Planning Permissions would not have been granted without there being a planning obligation of that nature included within this Deed;
- (b) has utilised such methods as are likely to achieve the desired result recognising that it is of prime importance that the result is achieved;
- (c) recognises that:-
 - (i) it is not permissible to seek to limit or abandon the contractual commitment to strive to achieve the desired result simply on the grounds that the obligation is not commercially or financially desirable for that Party save where the pursuance of such contractual commitment would lead to a materially negative commercial or

financial impact at that time; and

- (ii) that it entered into the obligation on a voluntary basis and with the benefit of professional advice; and
- (d) in the event that the first attempt at securing the desired result is unsuccessful then (unless it can be demonstrated that there are no reasonable alternatives) demonstrates that it has undertaken at least two alternative means of achieving the desired result with a view to ensuring that the obligation can be performed

AND FOR THE AVOIDANCE OF DOUBT:-

- (i) in relation to the Owners this term is to be interpreted within the context that:-
 - the Planning Permissions would not have been granted unless the planning obligations contained in this Deed had been entered into;
 - they seek to and would expect to profit financially and commercially from the construction and operation of the Development; and
 - there is nothing in the knowledge of the Owners prior to or at the date of this Deed which would require any unreasonable endeavour to be employed in the performance of the planning obligations
- and
- (ii) in relation to the City Council and the County Council this term is to be interpreted within the context that:-
 - they are public authorities with statutory duties and responsibilities which they are required to fulfil with propriety in the public interest and in accordance with law policy and their standing orders and standard administrative processes;
 - they have required the planning obligations contained in this deed to be entered into in order that the Planning Permissions could be granted for the Development; and
 - they are public authorities and not commercial organisations and are required

to work within the financial constraints
which that status imposes upon them

“Residential Units”	means:- <ul style="list-style-type: none">(a) the Affordable Housing Units; and(b) the Market Housing Units
“RM Application”	means a reserved matters application submitted by the Owner to the City Council for a Phase (or sub-phase as appropriate) within the Outline Element of the Development
“RM Approval”	means written notice from the City Council approving one or more reserved matters in respect of a Phase (or sub-phase as appropriate) of the Development
“SAMMS contribution formula”	means:- <ul style="list-style-type: none">(a) THREE HUNDRED AND FIFTY-FIVE POUNDS (£355.00) per 1 bedroom flat;(b) FOUR HUNDRED AND NINETY-EIGHT POUNDS (£498.00) per 2 bedroom house or flat;(c) SIX HUNDRED AND SEVENTY POUNDS (£670.00) per 3 bedroom house;(d) EIGHT HUNDRED AND FORTY-EIGHT POUNDS (£848.00) per 4+ bedroom house;
“Secondary Education Contribution”	means a sum not exceeding FIVE HUNDRED AND FORTY TWO THOUSAND SEVEN HUNDRED AND FIFTY FOUR POUNDS (£542,754.00) as contribution towards the first phase of expansion at Barton Court Grammar School Canterbury
“Section 278 Agreement”	means an agreement made with the County Council pursuant to section 278 of the Highways Act 1980 to secure the works identified on Plan 3
“Services”	means water, effluent, electricity and telecommunications and Serviced shall be construed accordingly
“Shared Ownership Housing”	means Affordable Housing provided by an Affordable Housing Provider on a part equity part sale basis whereby an initial portion between 25 per cent and 75 per cent 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 per cent and a rent is charged by the Affordable Housing Provider in respect of its retained equity pursuant

	to a lease drafted in accordance with the HCA's guidelines issued from time to time
"Shell and Core Finish"	<p>means completion of the building and ancillary facilities to include the design and installation of:-</p> <ul style="list-style-type: none"> (a) structure and external fabric, including external doors and windows; (b) party walls (where applicable); (c) insulation to the structural floor slab, soffit and external walls; (d) drainage connections; and (e) incoming services including capped electricity, water and telecommunications in accordance with statutory requirements (for connection by the tenant)
"Social Care Contribution"	<p>means a sum not exceeding EIGHTEEN THOUSAND TWO HUNDRED AND THIRTY THREE POUNDS (£18,233.00) as a contribution towards the provision of social care facilities and services within a five kilometre radius of the Development</p>
"Statutory Undertakers"	<p>means a statutory undertaker as defined by Section 262 of the 1990 Act and Article 1(20) of the Town and Country Planning (General Permitted Development) Order 1995</p>
"Sturry Relief Road"	<p>means the provision of a new road at the A28 at Sturry as set out in policy T14 of the Canterbury District Local Plan Publication Draft 2014 together with all related infrastructure and/or for a package of improvements along the A291 between Sturry and Herne</p>
"Surgery Marketing Strategy"	<p>means the marketing strategy to be pursued which leads to the disposal of the Surgery Site Interest to a Health Service Body</p>
"Surgery Site"	<p>means a Fully Serviced site which could accommodate a doctors surgery building of 600 square metres (gross internal area) delivered over two floors together with an additional area of land for dedicated car parking which is of sufficient size and accords with the City Council's adopted policy in respect of car parking as at the date of submission of the first Reserved Matters Application in relation to the Surgery Site to be located within the Mixed Use Local Centre (for the purpose of illustration only) shown red on</p>

Plan 2 or such other location as shall be agreed between the Owner and the City Council

“Surgery Site Interest”

means disposal of the Surgery Site interest by a transfer of the freehold interest free from encumbrances of the Surgery Site to the Health Services Body at nil consideration

“the Sturry Road Bus Lane Improvements Contribution”

means a sum not exceeding TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00) as a contribution towards the cost of improvement of the bus lane between Sturry Link Road and the Sturry Road Park and Ride facility

“the Sturry Road Park and Ride Expansion Contribution”

means a sum not exceeding SEVEN HUNDRED THOUSAND POUNDS (£700,000.00) to be used as a contribution towards the cost of expanding the Sturry Road Park and Ride facilities

“the Sturry Road/Vauxhall Roundabout Contribution”

means a sum not exceeding ONE HUNDRED THOUSAND POUNDS (£100,000.00) to be used as a contribution towards the cost of capacity improvements to the Sturry Road/Vauxhall Roundabout

“Transferred”

means in respect of the Affordable Housing Units and the Affordable Housing Land the transfer of the freehold interest or a grant of a lease for a term of at least one hundred and twenty five years on terms that accord with relevant HCA funding requirements current at the date of construction of the Affordable Housing Units and which contain (inter alia) the following provisions:

- the Affordable Housing Units shall be demised or transferred to the Registered Provider with full title guarantee and with vacant possession
- the Owner shall grant to and may 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;
- 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 which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains
- the disposal shall be free of all financial charges 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 it is transferred

- the Affordable Housing Land shall be (or have been) cleared, levelled and remediated at the Owner's cost so as to ensure that the Affordable Housing Land is free from any contamination which would otherwise prejudice its use and occupation as Affordable Housing Units in accordance with the requirements of the Planning Permission;

and the term "Transferred" shall be construed accordingly

"Vauxhall Road/Broad Oak Road Junction Contribution"	means a sum not exceeding ONE MILLION POUNDS (£1,000,000.00) as a contribution towards the cost of undertaking alterations to the Vauxhall Road/Broad Oak Road Junction
"Village Green Open Space"	means the part of the Publicly Accessible Open Space Land to be subject to the Village Green Application as shown (for the purpose of illustration only) coloured yellow on Plan 2
"Village Green Application"	means an application made under section 15 of the Commons Act 2006 or any amendment thereto
"Working Day"	means any day excluding Saturdays, Sundays and bank holidays and "Working Days" shall be construed accordingly
"Youth Contribution"	means a sum not exceeding FOUR THOUSAND AND TWENTY EIGHT POUNDS (£4,028.00) as a contribution towards the provision of youth facilities and services within a five kilometre radius of the Development

2.2 In this Deed:-

- 2.2.1 All consents approvals expressions of satisfactions certificates notifications directions authorities agreements given required to be given reached or taken by any Party in pursuance of this Deed (or any response to any of the same) shall be given in writing and shall not be unreasonably withheld or delayed
- 2.2.2 Reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force
- 2.2.3 Clause and paragraph headings are for convenience only and shall not affect interpretation
- 2.2.4 Reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed

- 2.2.5 Words importing the masculine gender shall include the feminine and unless the context otherwise requires words importing the singular number shall include the plural and vice versa
- 2.2.6 Any covenant not to do any act or thing includes an obligation not to allow permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by any other person
- 2.2.7 Reference to a person or persons shall include a reference to a body corporate
- 2.2.8 Reference to an incorporeal interest shall include a reference to an easement
- 2.2.9 Reference to a Plan of a particular number is to the Plan of that number annexed to this Deed
- 2.2.10 Where a party includes more than one person any obligations of that party shall be joint and several
- 2.2.11 References to the "City Council" shall mean Canterbury City Council acting in its statutory capacity as local planning authority
- 2.2.12 The expressions "the City Council" the County Council" "the Owner" and "the Developer" shall where the context so admits include their respective successors in title and assignees

3. Effect and Conditionality of this Deed

It is hereby agreed that other than Clauses (1, 18, 21-25 inclusive) to this Deed (which shall come into effect upon the date hereof) this Deed is conditional upon the grant of the Planning Permission and shall come into effect:-

- 3.1 generally upon the date of Commencement of Development; and
- 3.2 specifically in accordance with the timetable for each obligation as set out in this Deed

4. The Owner Covenant with the City Council

The Owner covenants with the City Council:-

- 4.1 To perform the planning obligations set out in the Schedules to this Deed so as to bind the Owner and their successors in title to each and every part of the Land
- 4.2 To give not less than 20 Working Days prior written notification to the Planning Obligations Officer (quoting reference CA/16/00404/OUT) at the City Council's address specified above of the intended:-
 - 4.2.1 date of Commencement of Development; and
 - 4.2.2 the Phase Commencement Date for each Phase

- 4.2.3 date of Occupation of the 75th Residential Unit
- 4.2.4 date of Occupation of the 100th Market Housing Unit
- 4.2.5 date of Occupation of the 125th Residential Unit
- 4.3 To serve written notice upon the City Council within 20 Working Days after the date on which:-
- 4.3.1 the first Market Housing Unit in each Phase is in Occupation;
- 4.3.2 the date on which 50% of the Market Housing Units are in Occupation;
- 4.3.3 the date on which more than 75% of the Market Housing Units are in Occupation;
- 4.3.4 construction has commenced of more than each of:-
- 100 Residential Units;
 - 150 Residential Units;
- 4.4 In the event that Commencement of Development takes place and the notice required by Clause 4.2 and 4.3 above has not been given by the Owner then the failure to give the required notice shall not affect the liability of the Owner to make the contributions referred to in this Deed herein or to comply with any other planning obligations in this Deed
- 4.5 To provide written or electronic notification to the City Council on the Quarter Days (until such date as all the Market Housing Units have been sold and all the Affordable Housing Units have been transferred to an Affordable Housing Provider or such other date as shall be agreed between the Parties) in the form of summary statistics identifying the total number of Residential Units on the Land as at that particular Quarter Day together with their type and size and also distinguishing between those Residential Units where:-
- 4.5.1 construction has Commenced;
- 4.5.2 construction has advanced to Practical Completion;
- 4.5.3 Market Housing Unit sales have taken place; and
- 4.5.4 Affordable Housing Units have been transferred to an Affordable Housing Provider in accordance with Schedule B of this Deed.

5. The City Council's Covenants with the Owner

- 5.1 To comply with its obligations pursuant to the provisions of this Deed.
- 5.2 To deposit all monies paid by the Owner to the City Council pursuant to the provisions of any Schedule to this Deed into an Interest Bearing Account for the period during which all or any of those monies remains unexpended by the City Council
- 5.3 To apply any payments received by it pursuant to Schedule B to this Deed (together with interest accruing thereon) only for the purposes for which the payment was made (or for such other purposes for the benefit of the Development as are compliant with Regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010) and that if any amount so received remains unexpended or not Committed for Expenditure at the end of ten years after the date of payment it will repay any unexpended balance to the Owner together with such interest as has accrued in the Interest Bearing Account set up by the City Council pursuant to Clause 5.2 of this Deed

6. The Owner covenant with the County Council

The Owner covenants with the County Council:-

- 6.1 To perform the planning obligations on their parts set out in the Schedules to this Deed so as to bind the Owner and its successors in title to each and every part of the Land
- 6.2 To give not less than 20 Working Days prior written notification to the General Counsel quoting reference LS/21/114501 at the County Council's address specified above of the intended:-
- 6.2.1 date of Commencement of Development; and
- 6.2.2 the Phased Commencement Date for each Phase
- 6.3 To serve written notice upon the County Council within 20 Working Days after the date on which:-
- 6.3.1 85% of the Market Housing Units in each Phase are in Occupation
- 6.3.2 the first Residential Unit in each Phase is in Occupation; and
- 6.3.3 construction has commenced of more than each of:-
- 100 Residential Units;
 - 150 Residential Units;
- 6.4 In the event that Commencement of Development takes place and the notice required by Clause 6.2 above has not been given by the Owner the failure to give the required notice shall not affect the liability of the Owner to make the contributions referred to in this Deed herein or to comply with any other planning obligations in this Deed

- 6.5 To provide written or electronic notification to the County Council on the Quarter Days (until such date as all the Residential Units have been constructed to Practical Completion) in the form of summary statistics identifying the total number of Residential Units on the Land as at that particular Quarter Day

7. The County Council's Covenants with the Owner

- 7.1 To comply with its obligations pursuant to the provisions of this Deed
- 7.2 To deposit all monies paid by the Owner and the Developer to the County Council pursuant to the provisions of any Schedule to this Deed into an Interest Bearing Account for the period during which all or any of those monies remains unexpended by the County Council
- 7.3 Subject to the provisions of clause 18 to this Deed to apply any payments received by it pursuant to the Schedules to this Deed (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 and 123 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:-

7.3.1 ten years after date of payment of the last of the four tranches to the first instalment of the County Council Contributions; or

7.3.2 seven years after the date of last payment in respect of any other financial contribution paid by the Owner to the County Council pursuant to the terms of this Deed

it will repay any unexpended balance to the Owner together with such interest as has accrued on the unspent element of the contribution set up by the County Council pursuant to Clause 7.2 of this Deed

- 7.4 From time to time if reasonably required by the Owner (but not more than once in each period of six calendar months) to provide returns showing:-

7.4.1 the total amounts that it has received from the Owner pursuant to the provisions of this Deed;

7.4.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred that expenditure; and

7.4.3 the County Council shall provide such further information and explanations concerning such payments and expenditure as the Owner may from time to time reasonably require

8. Consent and Good Faith in relation to this Deed

It is hereby agreed and declared that any approval expression of satisfaction agreement consent certificates of notification directions or authorities required under the terms of this Deed (and any responses to the same) shall be given in writing and shall not be unreasonably withheld nor unreasonably delayed

9. Verification and Enforcement

The Owner shall permit the City Council and/or the County Council (as appropriate) and their authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligation pursuant to this Deed has been performed or observed SUBJECT TO compliance with the Owner site regulations and requirements and health and safety law and good practice

10. Interest on Late Payment

Without prejudice to any other right remedy or power herein contained or otherwise available to the City Council and/or the County Council (as appropriate) if any payment of any sum required to be paid pursuant to this Deed shall have become due but shall remain unpaid then the Owner shall pay the City Council and the County Council (as appropriate) Interest on that sum from the date when it became due to the dates on which it is paid to the City Council or the County Council

11. No Waiver

No waiver (whether express or implied) by the City Council or the County Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the City Council or the County Council from enforcing any of the said covenants undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner.

12. Severability

Each clause sub-clause schedule or paragraph shall be separate distinct and severable from each other to the extent only that if any clause sub-clause schedule or paragraph becomes or is invalid because one or more of such clause sub-clause schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause sub-clause schedule or paragraph contained therein

13. Dispute Provisions

- 13.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Deed (including any failure by the Parties to agree or approve any matter falling to be agreed or approved under this Deed) then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an independent person ("the Expert")

to be agreed upon between the Parties or at the request of any of them to be nominated by or on behalf of the President for the time being of the Law Society and such independent person shall act as an expert and not as an arbitrator

- 13.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of his appointment to act
- 13.3 The Expert shall be required to give notice to each of the Parties inviting each of them to submit to him within ten Working Days written submissions and supporting material and shall afford to each of the Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material and his decision shall be given in writing within 20 Working Days after his appointment with reasons and in the absence of manifest error shall be binding on the Parties
- 13.4 The Expert's costs shall be in his award
- 13.5 If the Expert shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained

14. Lapse etc. of the Planning Permission

- 14.1 Without prejudice to any of the obligations which come into force on the date of this Deed it is agreed and declared that this Deed shall cease to have any further effect in the event that the Planning Permission:-
- (a) shall lapse without having been implemented; or
 - (b) shall be revoked; or
 - (c) if the Owner shall before Commencement of Development implement any subsequent planning permission for the permanent redevelopment of the Land which precludes implementation of the Planning Permission in accordance with its terms; or
 - (d) is quashed on judicial review without being thereafter re- granted by the City Council or by the Secretary of State on appeal
- 14.2 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission

15. Notices

All notices by one Party to any other Party shall be given in writing and:-

- 15.1 may in addition to any other effective mode of service be sent by registered or recorded delivery post

- 15.2 shall in the case of a notice or other communication to the City Council be served on the Planning Obligations Officer (quoting reference CA/16/00404/OUT) at the City Council at the address for the City Council given on page 4 of this Deed as the person upon whom notices to the City Council need to be served
- 15.3 Shall in the case of a notice or other communication to the County Council be served on the General Counsel (quoting reference LS/21/114501) at the address for the County Council given on page 4 of this Deed
- 15.4 shall in the case of a notice or other communication to the Owner be served at the address for the Owner given on page 4 of this Deed or at such other address as shall be notified to the City Council in writing and marked for the attention of the Company Secretary

16. Release/acknowledgement of performance of obligations

- 16.1 In the event that the Owner has performed any obligation on its part pursuant to this Deed the City Council and/or the County Council (as appropriate) shall (on being satisfied that the obligation has been performed and upon written request from the Owner confirm in writing that there is no further liability on the part of the Owner in respect of that obligation
- 16.2 The Parties agree that following the performance and satisfaction of all the obligations contained in this Deed the City Council shall remove all entries relating to this Deed from the local land charges register

17. Statutory Tests for s106 Obligations

The Parties agree that the obligations set out in this Deed are:-

- 17.1 necessary to make the Development acceptable in planning terms;
- 17.2 directly related to the Development; and
- 17.3 fairly related in scale and kind to the Development

18. No fetter to Council's Powers

Save as legally or equitably permitted nothing in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the City Council and/or the County Council in the exercise of their statutory functions and the rights discretions powers duties obligations of the City Council and/or the County Council under private or public statutes byelaws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed

19. Third Party Rights

No term of this Deed shall be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999 (and for this purpose "third party" has the same meaning as in that Act)

20. Change of Ownerships

The Owner covenants with the City Council and the County Council to give the City Council and the County Council written notice as soon as reasonably practicable of any change in ownership of any of its interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan or postal address BUT PROVIDED ALWAYS THAT the Owner and shall not be required to give any such notice to the City Council and the County Council where the new owner is an individual owner occupier or tenant or any of their mortgagees or chargees or any of their successors in title

21. Payment of the City Council's and the County Council's Legal fees

The Owner shall upon the execution of this Deed pay:-

22.1 the City Council's reasonable and proper legal costs and disbursements incurred in preparing and completing this Deed; and

22.2 the County Council's:-

(a) reasonable and proper legal costs and disbursements; and

(b) its reasonable and proper surveyor's costs

incurred in preparing and completing this Deed

22. Local Land Charge

This Deed shall be treated as a local land charge and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975 by the City Council

23. Deed Governed by English Law

This Deed is subject to and will be construed in all respects in accordance with the laws of England

24. Counterparts

This Deed may be executed in any number of counterparts each of which shall constitute an original and all the counterparts shall together constitute one and the same agreement

25. **Chargee's Consent**

The Chargee consents to this Deed being entered into with the intention that notwithstanding Section 104 of the Law of Property Act 1925 its interest in the Property shall be bound by the terms of this Deed as if this Deed had been executed and registered as a local land charge prior to the execution of the Charge PROVIDED ALWAYS THAT the Chargee or any other charge from time to time shall incur no liability whatsoever to perform any covenants and obligations in this Deed unless it becomes successor in title or a charge in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

26. **Indexation**

Any sums which become payable under this Deed shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable

IN WITNESS of which this Deed has been executed by the Parties as a deed and delivered on the day and year first above written

SCHEDULE A

Draft Planning Permission

DRAFT CONDITIONS FOR DECISION NOTICE

Application No: 16/00404

Proposal: Outline planning application for a neighbourhood extension for the creation of up to 250 houses including affordable housing, neighbourhood centre (comprising Class A1 foodstore (400sq.m), Class D1 medical centre (380sq.m), Class D1 dentist (150sq.m), Class A1 pharmacy (150sq.m), Class D1 nursery (120sq.m) and Class A1 convenience retail (360sq.m)), commercial estate (comprising Class B1 business floorspace (up to 5572sq.m), Class D1 apprenticeship centre (616sq.m) and Class D1/D2 community building (up to 672sq.m)), parish parkland and associated access, parking, amenity space and landscaping.

Location: Hoplands Farm, Island Road, Hersden, Westbere, CT3 4HQ

CONDITIONS/REASONS:

- 1 Details of the layout, scale and appearance of any buildings to be erected, the means of access within the site and the landscaping of the site, (hereinafter called 'the reserved matters') shall be submitted and approved by the Local Planning Authority in writing before any development is commenced.

REASON: No such details have been submitted and these items have been reserved for future consideration.

- 2 Application for approval of the reserved matters must be made not later than the expiration of three years beginning with the date of the grant of outline planning permission.

REASON: In pursuance of Section 92(2) of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

- 3 The development hereby permitted shall be begun before the expiration of 2 years from the date of approval of the last of the reserved matters to be approved.

REASON: In pursuance of Section 91(1) of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 4 The details submitted pursuant to condition 1 shall be in accordance with the parameters set out in drawings:
 - 2714-SK11D (Landscape & Ecology Strategy Parameter Plan) received on 10.05.2017
 - 2714-SK13D (Density Parameter Plan) received on 10.05.2017
 - 2714-SK14D (Building Heights Parameter Plan) received on 10.05.2017

REASON: In the interest of visual amenity and in pursuance of policy BE1 of the Canterbury District Local Plan and DBE3 of Canterbury District Local Plan Publication Draft 2014.

- 5 The development hereby approved shall be carried out in accordance with the submitted drawings:

- 2714-01 Rev E (Site location plan) received on 05.05.2017.

REASON: To secure the proper development of the area.

- 6 Before the submission of any reserved matters application, a detailed Phasing and Implementation Plan shall be submitted to and approved in writing by the Local Planning Authority. The phasing plan shall include the order and timing of the proposed construction phases, and details of public realm, infrastructure works, pedestrian and cycle routes. The development shall be carried out in accordance with the approved phasing plan, subject to amendment first agreed in writing by the Local Planning Authority.

REASON: In the interests of the proper development of the area.

- 7 Prior to commencement of each phase of the development hereby approved, a remediation strategy that includes the following components to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:

a) A preliminary risk assessment which has identified:

- i. All previous uses
- ii. Potential contaminants associated with those uses
- iii A conceptual model of the site indicating sources, pathways and receptors
- iv Potentially unacceptable risks arising from contamination at the site

b) A site investigation scheme, based on 'a' to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

c) The results of the site investigation and the detailed risk assessment referred to in 'b' and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

d) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in 'c' are complete and identifying any requirements for longer-term monitoring of pollutant linkages and maintenance and arrangements for contingency action.

Any Changes to these components require the express written consent of the local planning authority. The scheme shall be implemented in accordance with the submitted details.

REASON: To prevent pollution of controlled waters and comply with the National Planning Policy Framework

- 8 No occupation of each phase of development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy for that phase and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

REASON: To prevent pollution of controlled waters and comply with the NPPF.

- 9 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.

REASON: To prevent pollution of controlled waters and comply with the NPPF.

- 10 Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

REASON: To prevent pollution of controlled waters and comply with the NPPF.

- 11 Prior to the commencement of the development a detailed sustainable surface water drainage scheme for the site has been submitted to (and approved in writing by) the local planning authority. The detailed drainage scheme shall demonstrate that the surface water generated by this development (for all rainfall durations and intensities up to and including the climate change adjusted critical 100yr storm) can be accommodated and disposed of through the methods detailed in the submitted Flood Risk Assessment.

No infiltration of surface water drainage into the ground at this site is permitted other than in accordance with the approved surface water drainage scheme.

REASON: To prevent pollution of controlled waters and comply with the NPPF.

- 12 No building hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

a) a timetable for its implementation, and

b) a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage system throughout its lifetime.

REASON: To prevent pollution of controlled waters and comply with the NPPF.

- 13 No development, other than demolition, shall take place until the applicant, or their agents or successors in title, has secured the implementation of:

a) A programme of archaeological excavation in accordance with a specification and written timetable, which has first been submitted to and approved in writing by the Local Planning Authority; and

b) following on from the excavation, any safeguarding measures to ensure preservation in situ of important archaeological remains and/or further archaeological investigation, post-excavation assessment, analysis, publication or conservation in accordance with a specification and timetable which has been submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure that features of archaeological interest are properly examined and recorded in accordance with policy BE16 of the Canterbury District Local Plan 2006, policy HE11 of the Canterbury District Local Plan Publication Draft 2014 and the National Planning Policy Framework.

- 14 No development within the construction phase shall take place until a Construction Environmental Management Plan (CEMP), has been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details, unless otherwise first agreed in writing by the Local Planning Authority. The CEMP shall include, but not be limited to, the following components:

- Routing of construction and delivery vehicles to/from site
- Parking, loading/unloading and turning areas for construction and delivery vehicles and site personnel
- Timing of deliveries
- Details of site access point(s) for construction
- Dust control measures
- Site operation times between 0730 – 1800 Monday to Friday, 0800 – 1300 Saturday and at no time on a Sunday or Bank Holiday unless in association with an emergency
- Demolition and construction waste - storage and removal
- Temporary traffic management/signage
- Details of wheel washing facilities to be put in place prior to commencement of spoil removal on site and for the duration of spoil removal
- Details of temporary site screening

REASON: To ensure pollution prevention measures are in place for all potentially polluting activities during construction in accordance within National Planning Policy Framework paragraph 109 and in the interests of highway safety.

- 15 Prior to the submission of any application for the approval of any reserved matters, design parameters for the whole site shall be submitted to and approved in writing

by the Local Planning Authority. The design parameters shall include, but not be limited to:

- The character, mix of uses and heights, as established through the approved parameter plans.
- The street hierarchy, including the principles and extent of the proposed adoptable highway, along with traffic calming measures.
- How the design of the streets takes into account the mobility and accessibility of users, and promotes active travel.
- Typical street cross-sections which will include details of tree planting, tree species, and on street parking.
- Block principles to establish density and building typologies. In addition, design principles including primary frontages, pedestrian access points, fronts and backs and threshold definition shall be provided;
- Building typologies should include information about height, scale, form, level of enclosure, building materials and design features;
- Details of the approach to vehicular parking across the entire site including levels of provision, the location and layout of parking for people with disabilities and for each building type;
- Measures to demonstrate how the design can maximise resource efficiency and climate change adaptation through external, passive means, such as landscaping, orientation, massing, and external building features;
- Details of measures to minimise opportunities for crime;
- Measures to show how design and orientation will address/minimise the impact of traffic noise etc. on future residents.
- Measures to show how design, orientation and the use of materials will mitigate the landscape and visual impact of the development.

REASON: To ensure a high quality design and coordinated development against which to assess reserved matters applications and to ensure a satisfactory appearance to the development.

- 16 Prior to the commencement of the development hereby approved, including site clearance, a Landscape and Ecological Management Plan (LEMP), in accordance with the principles contained within the Outline Ecological and Landscape Management Plan dated June 2016 and drawing 2714-SK11D, shall be submitted and approved in writing by the Local Planning Authority. The LEMP shall include but not be limited to:

- a) Description and evaluation of features to be managed.
- b) Aims and measureable objectives for their management.
- c) Details of mitigation measures to be put in place during the construction phase of the development.
- d) Details of ongoing monitoring of species and habitats against measurable objectives.
- e) Details of the procedures for identification, agreement and implementation of contingencies and/or remedial actions where the monitoring results show objectives are not being met.
- f) Details of the bodies responsible together with legal and funding mechanisms necessary to ensure the long term implementation of the LEMP.

The development shall be carried out in accordance with the approved details.

REASON: In the interests of nature conservation in accordance with advice contained within the National Planning Policy Framework, Policy NE1 of the Canterbury District Local Plan 2006, and policies LB6, LB7 & LB8 of the Canterbury District Local Plan Publication Draft 2014.

- 17 Prior to the commencement of the development hereby approved, including site clearance, a Landscape and Ecological Management Plan (LEMP), in accordance with the principles contained within the Outline Ecological and Landscape Management Plan dated June 2016 and drawing 2714-SK11D, shall be submitted and approved in writing by the Local Planning Authority. The LEMP shall include but not be limited to:

- a) Description and evaluation of features to be managed.
- b) Aims and measureable objectives for their management.
- c) Details of mitigation measures to be put in place during the construction phase of the development.
- d) Details of ongoing monitoring of species and habitats against measurable objectives.
- e) Details of the procedures for identification, agreement and implementation of contingencies and/or remedial actions where the monitoring results show objectives are not being met.
- f) Details of the bodies responsible together with legal and funding mechanisms necessary to ensure the long term implementation of the LEMP.

The development shall be carried out in accordance with the approved details.

REASON: In the interests of nature conservation in accordance with advice contained within the National Planning Policy Framework, Policy NE1 of the Canterbury District Local Plan 2006, and policies LB6, LB7 & LB8 of the Canterbury District Local Plan Publication Draft 2014.

- 18 Prior to the construction of the development hereby approved, a detailed lighting strategy for the site, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

REASON: In the interests of nature conservation and visual amenity in accordance with advice contained within the National Planning Policy Framework, Policies BE1, NE1 of the Canterbury District Local Plan 2006, and policies DBE3, LB6, LB7 & LB8 of the Canterbury District Local Plan Publication Draft 2014.

- 19 Prior to the commencement of development, a strategy for the marketing of the employment land as indicated on the parameter plans shall be submitted for approval in writing to the Local Planning Authority. The strategy shall include but not be limited to:

- a) The vision for the development of the employment land including investment objectives and measures.
- b) A strategy to secure anchor occupants and key investors
- c) Measures to work with the Council in order to attract occupiers including start-ups, and small businesses.
- d) A commitment to work with the Council and its partners to market the employment land through reputable commercial local and national agents.

- e) Details of the period for which the employment land shall be marketed.
- f) Details setting out that the employment land shall be offered serviced and accessible.

The marketing strategy shall be carried out in accordance with the approved details.

REASON: In the interests of sustainable development in accordance with policy ED11 of the Canterbury District Local Plan 2006, and policy SP1 of the Canterbury District Local Plan (publication draft) 2014.

- 20 No development shall take place until the detailed design of the Highways works, including the provision of crossing points and bus shelters, as shown on plan 15118-010 H received on 23rd June 2017 have been technically approved in writing by Kent County Council as local Highway Authority and not more than 20 dwellings on the development shall be occupied until the Highway Works have been constructed in accordance with the approved plans.

REASON: In the interests of Highways Safety

- 21 Detailed travel plans shall be submitted in accordance with the principles set out in the Framework Employment Travel Plan and Framework Residential Travel Plan received 17th February 2016 prior to first occupation of any part of the development. The development shall be carried out in accordance with the approved details.

REASON: In the interests of highway safety and to facilitate the use of alternative means of transport in accordance with Policy C4 of the Canterbury District Local Plan 2006 and Policy T17 of the Canterbury District Local Plan Publication Draft 2014.

- 22 Any application submitted for the approval of Reserved Matters shall include details of areas for the parking and manoeuvring of vehicles in the development in accordance with the Council's adopted parking standards. The parking areas shall be provided in accordance with such details as approved details prior to the occupation of each dwelling to which they relate and retained thereafter.

REASON: In the interests of highway safety.

- 23 Prior to the occupation of any dwelling or other building secure, covered cycle parking facilities shall be provided for the dwelling or building in accordance with the Council's adopted parking standards, and the facilities retained thereafter.,

REASON: In the interests of highway safety and to facilitate the use of alternative means of transport in accordance with Policy C4 of the Canterbury District Local Plan 2006 and Policy T17 of the Canterbury District Local Plan Publication Draft 2014.

- 24 Prior to the occupation of any dwelling or other building the the following works

between the dwelling or building and the adopted highway shall be provided:

- (a) Footways and/or footpaths, with the exception of the wearing course;
- (b) Carriageways, with the exception of the wearing course but including a turning facility, highway drainage, visibility splays, street lighting, street nameplates and highway structures (if any).

REASON: In the interests of highway safety.

OBSERVATIONS:

NOTES TO APPLICANT:

- 1 For the avoidance of doubt, the provision of contributions to as set out in the unilateral undertaking made on ~~xxxx~~ submitted with this planning application, and hereby approved, shall be provided in accordance with The Schedule of the aforementioned deed.
- 2 A formal application for connection to the public sewerage system is required in order to service this development. Please contact Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk.
- 3 The applicant is advised to seek the input of the Kent Police Crime Prevention Design Advisors (CPDAs) to ensure that all efforts are made to incorporate the principles of Designing out Crime (A Kent Design Guide for Developers Designers and Planners) into the high quality design of any proposal.
- 4 It is recommended that all developers work with a telecommunication partner or subcontractor in the early stages of planning for any new development to make sure that Next Generation Access Broadband is a fundamental part of the project. Access to superfast broadband should be thought of as an essential utility for all new homes and businesses and given the same importance as water or power in any development design. Please liaise with a telecom provider to decide the appropriate solution for this development and the availability of the nearest connection point too high speed broadband. We understand that major telecommunication providers are now offering Next Generation Access broadband connections free of charge to the developer. For advice on how to proceed with providing access to superfast broadband please contact broadband@kent.gov.uk

5

It is the responsibility of the applicant to ensure, before the development hereby approved is commenced, that all necessary highway approvals and consents where required are obtained and that the limits of highway boundary are clearly established in order to avoid any enforcement action being taken by the Highway Authority. The applicant must also ensure that the details shown on the approved plans agree in every aspect with those approved under such legislation and common law. It is therefore important for the applicant to contact KCC Highways and Transportation to progress this aspect of the works prior to commencement on site.

SCHEDULE B

Owner's Obligations with the City Council

1. Affordable Housing Provision

- 1.1. The Owner shall provide no less than 15 percent (of the total number of Residential Units) as Affordable Housing Units in accordance with the Affordable Housing Scheme approved by the Council pursuant to paragraph 1.2 of this Schedule B
- 1.2. The Owner covenants not to Commence Development of any Phase unless and until the Owner has submitted an Affordable Housing Scheme for that Phase to the City Council and the City Council has approved the Affordable Housing Scheme for that Phase in writing
- 1.3. The Owner shall provide the Affordable Housing Units comprised in a Phase in accordance with an Affordable Housing Scheme for that Phase approved by the City Council
- 1.4. The Owner covenants not to permit:-
 - (a) Occupation of more than 50% of the Market Housing Units in any Phase unless and until it has entered into a binding contract with an Affordable Housing Provider (evidence of which is to be produced to the City Council) for the Transfer of the Affordable Housing Units within that Phase;
 - (b) Occupation of more than 75% of the Market Housing Units in any Phase until the Affordable Housing Units for that Phase are Practically Complete and have been transferred to an Affordable Housing Provider (evidence of which is to be produced to the City Council).
 - (c) Subject to the provisions of this Deed not to allow the Occupation of any of the Affordable Housing Units for any purpose other than as Affordable Housing by persons in Housing Need
 - (d) (where necessary and unless otherwise agreed by the City Council) Occupation of any Affordable Housing Unit until such time as a Nominations Agreement has been entered into with the City Council in respect of the Affordable Housing Units

Owners Financial Obligations with the City Council

2. SAMM Contribution

The Owner covenants with the City Council as follows:-

- 2.1. To pay the SAMM Contribution to the City Council calculated in accordance with the SAMM Contribution Formula for the number and size of Residential Units approved by the Reserved Matters Approval for any Phase prior to the Commencement of Development in that Phase
- 2.2. Not to Commence Development within any Phase until the SAMM Contribution in respect

of the Phase has been paid to the City Council

3. Outdoor Sports Contribution

The Owner covenants with the City Council as follows:-

- 3.1. To pay the Outdoor Sports Contribution to the City Council prior to Occupation of the 125th Residential Unit
- 3.2. Not to Occupy or permit the Occupation of any more than 125 Residential Units until the Outdoor Sports Contribution has been paid to the City Council.

4. Open Space Provision and Publicly Accessible Open Space Management and Maintenance Plan

- 4.1. The Owner shall not Commence Development unless and until it has submitted:-

- (a) the Landscape Strategy; and
- (b) the Publicly Accessible Open Space Management and Maintenance Plan

to the City Council and the City Council has approved the same in writing and such approval not be unreasonably withheld.

- 4.2. The Owner shall keep the Publicly Accessible Open Space open and available for access by the public in perpetuity in accordance with the Approved Publicly Accessible Open Space Management Plan save as provided for in this Deed or as may be approved by the City Council in writing or in the following circumstances:

- (a) in the case of Force Majeure;
- (b) 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
- (c) the Owner shall not erect or allow to be erected any structure on or in the Publicly Accessible Open Space Land without consent of the City Council.

- 4.3. The Owner shall keep the Publicly Accessible Open Space Land 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.

- 4.4. The Owner shall review the terms of the Publicly Accessible Open Space Provision and Management and Maintenance Plan in such manner as the Publicly Accessible Open Space Provision and Management and Maintenance Plan may provide and in any event at least every 12 months after first Occupation of any dwelling so as to ensure that the

Publicly Accessible Open Space Land remains high quality Publicly Accessible Open Space.

4.5. The Owner shall:-

- (a) Implement the Approved Landscaping Strategy within one year after the date of Commencement of Development or the next following planting season; and
- (b) Not Occupy more than 75 Residential Units unless and until the Approved Landscaping Strategy has been implemented in full
- (c) Implement the Approved Publicly Accessible Open Space Management and Maintenance Plan in accordance with the timelines set out in the said Approved Plan and thereafter comply with the review provisions set out in clause 4.4 above
- (d) Not to occupy any of the Residential Units until implementation of the Approved Publicly Accessible Open Space Management Plan has taken place in accordance with the timelines set out therein and either;
 - (i) an external management company has been appointed to manage the Open Space; or
 - (ii) the Owner has entered into an agreement to transfer the freehold of the Open Space to an external management company.

save as otherwise agreed by the City Council (evidence of (d) (i) and (ii) to be provided to the City Council)

5. Employment Site

- 5.1. Not to Commence the Development unless and until the Employment Marketing Strategy has been submitted to and approved in writing by the City Council.
- 5.2. Upon Commencement of Development to implement the Approved Employment Marketing Strategy.
- 5.3. Not to amend the Approved Employment Marketing Strategy without the further written approval of the City Council.
- 5.4. To carry out the Employment Area Strategy Review on either an annual basis in each of the three years after Commencement of the Development 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.

6. Apprenticeship Centre Building

The Owner covenants

- 6.1. Not Commence Development unless and until the Apprenticeship Centre Building Strategy has been approved by the City Council in writing.

- 6.2. To Implement the approved Apprenticeship Centre Building Strategy from the date of Commencement of Development.
- 6.3. Not Commence construction of the Apprenticeship Centre Building unless and until the Apprenticeship Centre Specification has been approved in writing by the City Council and shall not amend the approved Apprenticeship Centre Building Specification without the further, written approval of the City Council
- 6.4. Construct the Apprenticeship Centre Building to a Shell and Core finish and in accordance with the approved Apprenticeship Centre Building Specification (as amended from time to time with the consent of the City Council)
- 6.5. Upon Practical Completion of the Apprenticeship Centre Building to grant the Apprenticeship Centre Lease to Canterbury College.
- 6.6. Not Occupy more than 100 Market Housing Units unless and until the provisions of paragraphs 6.4 and 6.5 of this Schedule B have been complied with.

PROVIDED ALWAYS THAT the provisions of paragraph 6.3 to 6.6 inclusive shall not have effect and the Owner shall have no further liability to perform them if the Owner submits written information to the City Council evidencing that Canterbury College does not wish to enter into the Apprenticeship Centre Lease and the City Council gives written approval that the Owner has used Reasonable Endeavours to deliver the Approved Apprenticeship Centre Building Strategy.

7. Air quality mitigation measures

- 7.1. Prior to the first Occupation of each Residential Unit to install an electric vehicle charging point within the curtilage of that Residential Unit and to install a low emission boiler (to meet a minimum standard of less than 40mg NOX/KWh) within each Residential Unit.
- 7.2. Prior to the first Occupation of any non-residential building at the Development to install electric vehicle charging points serving 10% of the car parking spaces serving that non-residential building.

8. Village green registration measures

The Owner covenants as follows:

- 8.1. Within 6 months from the Commencement of Development to pay the relevant fees and use Reasonable Endeavours to pursue a Village Green Application with respect to the Village Green Open Space.
- 8.2. Not to allow Occupation of more than 100 Residential Units until the Owner provides evidence to the Council that a Village Green Application has been submitted and is being actively pursued in accordance with the relevant statutory provisions in force at the time of the Village Green Application.

9. Doctors' Surgery Site

The Owner covenants as follow

- 9.1. To provide the Surgery Site within the Development ;
- 9.2. Not to commence Development unless and until the Surgery Marketing Strategy has been approved by the Council in writing.
- 9.3. Upon commencement of Development to implement the Approved Surgery Marketing Strategy
- 9.4. Not to allow Occupation of the Development until the Surgery Site Interest has been transferred to the Health Service Body.
- 9.5. The provisions of paragraph 9.1 and 9.4 shall not take effect if the Owner submits written information to the City Council evidencing that the Health Service Body does not have a need for the Surgery Site and the City Council gives written approval that the Owner has used Reasonable Endeavours to deliver the Approved Surgery Marketing Strategy.

SCHEDULE C

County Council Financial Contributions

1. The Owner shall pay the sum of ONE MILLION AND TWO HUNDRED THOUSAND POUNDS (£1,200,000.00) as the first instalment of the County Council Financial Contributions (which sum may be used by the County Council as interim forward funding for the planning and design of the Sturry Relief Road) in four tranches on or before the following dates:-
 - (a) TWO HUNDRED THOUSAND POUNDS (£200,000.00) not later than the date being seven weeks after the date of grant of Planning Permission
 - (b) TWO HUNDRED THOUSAND POUNDS (£200,000.00) not later than the date being four months after the date of grant of Planning Permission
 - (c) FOUR HUNDRED THOUSAND POUNDS (£400,000.00) not later than the date being seven months after the date of grant of Planning Permission
 - (d) FOUR HUNDRED THOUSAND POUNDS (£400,000.00) not later than the date being ten months after the date of grant of Planning Permission

PROVIDED ALWAYS THAT:-

1.1. Planning Permission is granted before 7 July 2017

1.2. The Planning Permission:-

- (a) is not subject to challenge by way of judicial review; or
- (b) in the event that the Planning Permission is subject to judicial review the payments shall not be made unless and until the dates which are respectively:-
 - (i) seven weeks;
 - (ii) four months;
 - (iii) seven months; and
 - (iv) ten monthsafter the date on which the action for judicial review is dismissed; and
- (c) in the event that the Planning Permission is quashed pursuant to judicial review action the sum of ONE MILLION AND TWO HUNDRED THOUSAND POUNDS (£1,200,000.00) shall not be payable pursuant to this Paragraph 1 of this Schedule C

1.3. the County Council shall not use the said instalments for any purpose other than to pay for:-

- (a) the planning and design work for the Sturry Relief Road;
- (b) enabling an application to be made for the funding of the Sturry Relief Road;

AND FOR THE AVOIDANCE OF DOUBT this sum of ONE MILLION AND TWO HUNDRED THOUSAND POUNDS (£1,200,000.00) is part of and not in addition to the maximum sum payable as the County Council Financial Contributions

- 2. The County Council covenant to commence the planning and design work for the Sturry Relief Road within five years after the date on which the final instalment in 1 (d) payment is made by the Owner
- 3. In the event that the County Council have secured funding in whole or in part for the Sturry Relief Road from an alternative source then the County Council shall be entitled to reapply the sums paid to date by way of the first instalment of the County Council Financial Contributions towards one or more of the County Council Financial Contributions
- 4. The Owner shall pay the County Council the balance of the County Council's Financial Contributions (having deducted the sum of ONE MILLION TWO HUNDRED THOUSAND POUNDS (£1,200,000.00) from the total due by way of the County Council's Financial Contributions) in two equal instalments as follows:-
 - 4.1. 50% within ten Working Days after the date on which 50% of the Market Housing Units are In Occupation; and
 - 4.2. 50% within ten Working Days after the date on which 75% of the Market Housing Units are In Occupation
- 5. Not to allow occupation of more than:-
 - 5.1. 50% of the Market Housing Units until the Owner has complied with the provisions of Paragraph 4.1 of this Schedule C;
 - 5.2. 75% of the Market Housing Units until the Owner has complied with the provisions of Paragraph 4.2 of this Schedule C

PROVIDED ALWAYS THAT the total sum payable by the Owner by way of County Council Financial Contributions pursuant to the provisions of this Schedule C to this Deed shall not exceed THREE MILLION SEVEN HUNDRED AND SIXTY THOUSAND NINE HUNDRED AND NINETY FIVE POUNDS (£3,760,995.00) Index Linked

S278 Agreement

- 6. Not to Commence Development until the Owner has entered into the Section 278 Agreement with the County Council.

Annex

Canterbury College

HEADS OF TERMS

Date 23rd July 2015

Property Address And description	Land at Hoplands Farm, Hersden, Canterbury																						
Landlord	Quinn Estates and Invicta Properties Ltd																						
Tenant	Canterbury College New Dover Rd, Canterbury, Kent CT1 3AJ FAO Mark Hill																						
Rent	£1 per annum																						
VAT	To be confirmed																						
Rent Commencement	Upon signing of the lease																						
Type of lease	75 year Full Repairing and Insuring lease																						
Landlord's initial works	<ul style="list-style-type: none"> • Provision of a 3,000sq.ft shell unit • Up to 1,000sq.ft of external teaching area finished in type 1 and fenced. • 10 car parking spaces • Maximum of 3,000sq.ft mezzanine but less will be constructed if required • Similar construction and specification to The Foundry Business Park, Faversham 																						
Tenant's initial works	All internal fit out to be undertaken by the tenant																						
Guarantor/rent deposits	None																						
Lease length and start date	75 years to start upon issuance of building completion certificate																						
Break Clauses	None																						
1954 Act Protection	Within the act																						
Rights	None																						
Rent reviews	None																						
Assignments/Sublettings	<table> <tr> <th></th><th>Permitted</th><th>If permitted is CNTBUW</th><th>Permitted without consent</th></tr> <tr> <td>Assignment of whole</td><td>No</td><td></td><td></td></tr> <tr> <td>Sub lease whole</td><td>No</td><td></td><td></td></tr> <tr> <td>Sub lease part</td><td>No</td><td></td><td></td></tr> <tr> <td>Group sharing</td><td>No</td><td></td><td></td></tr> </table>				Permitted	If permitted is CNTBUW	Permitted without consent	Assignment of whole	No			Sub lease whole	No			Sub lease part	No			Group sharing	No		
	Permitted	If permitted is CNTBUW	Permitted without consent																				
Assignment of whole	No																						
Sub lease whole	No																						
Sub lease part	No																						
Group sharing	No																						
Estate charge	To be levied as an agreed proportion of upkeep																						
Repairing obligations/ Service charge	The property is to be kept in reasonable working order and upon the lease coming to an end the property is to be returned in the condition upon which the lease commenced																						

Alterations		Permitted	If permitted is CNTBUW	Permitted without consent
	External		Yes	
	External structural	No		
	Internal structural	no		
	Internal non structural		Yes	
CNTBUW= Consent not to be unreasonably withheld or delayed				
Permitted use	D1 to be used as an apprenticeship/training centre for the construction industry			
Insurance	Payable by tenant as part of FRI			
Rates & utilities	Payable by tenant once assessed by local authority			
Legal costs	Each party to incur their own costs			
Conditions	none			
General	<ul style="list-style-type: none"> The building will come with a 10 year latents defects policy Lease subject to planning Location of the building is to be confirmed Unit to be provided in the first phase of the residential development but before the occupation of the 20th house Formal support through the planning process will need to be provided by Canterbury College, key management personnel and where possible staff and pupils. 			
Landlord's solicitors	ASB Law, Horizon House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN For the attn. Jonathan Cavell Tel: 01622 656504 Fax: 01622 656692 Email: jonathan.cavell@asb-law.com			
Tenant's solicitors	To be confirmed			
Timing & other matters	<ul style="list-style-type: none"> The lease is to be signed upon the grant of planning i.e. signing of the s.106 with the legals undertaken between resolution to grant and formal grant 			
No contract	These heads of terms are subject to contract.			
Landlord's agents	Quinn Estates Ltd, 77 Bekesbourne Lane, Littlebourne, Kent CT3 1UZ 01227 831 212			

.....
For and on behalf of Quinn Estates and Invicta Properties

.....
For and on behalf of Canterbury College

Appendix 1

Plans

Site Boundary



Ordnance Survey (c) Crown Copyright 2015. All rights reserved. Licence number 100022432



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

Authorised Signatory

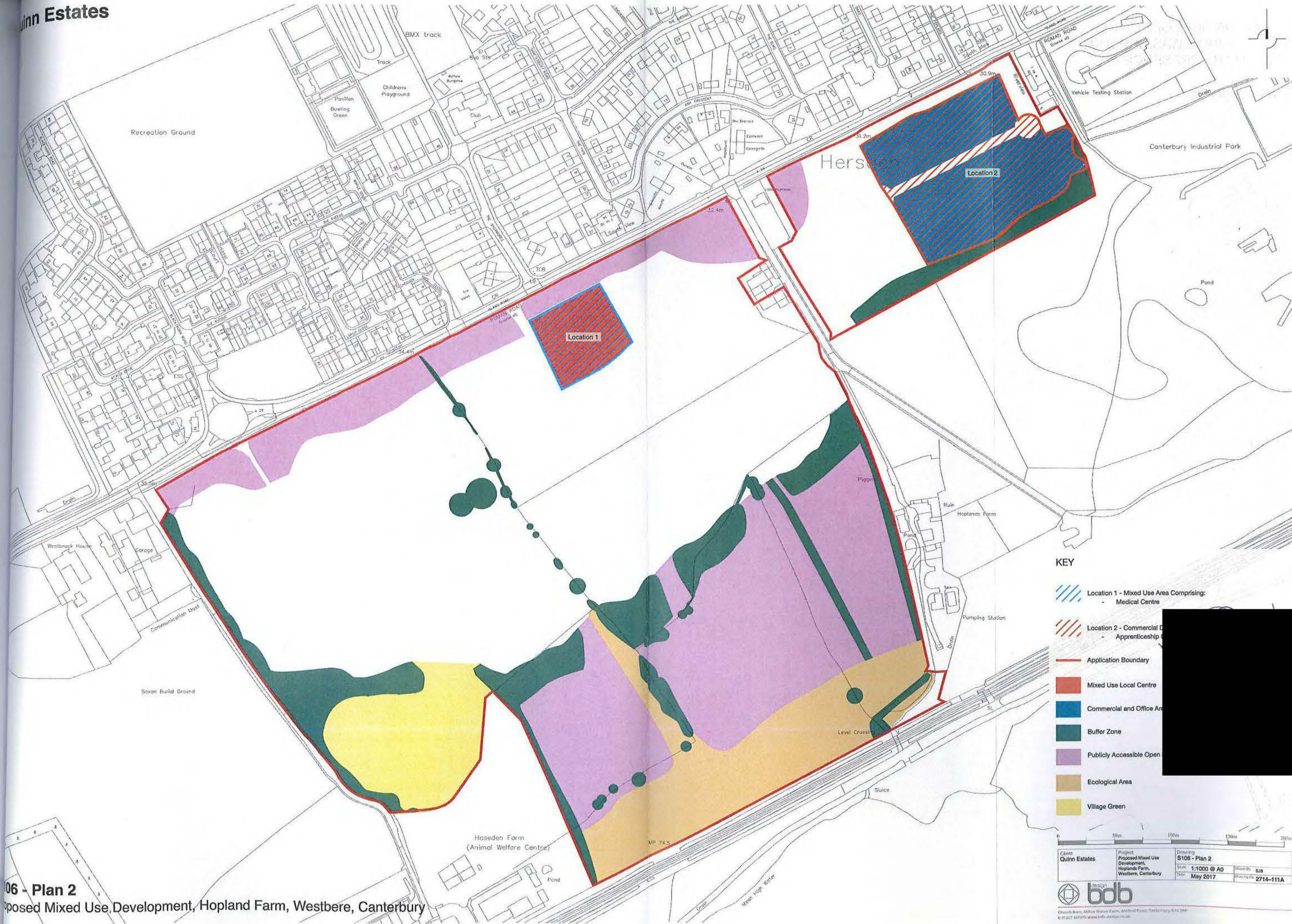
JASIN
CFLS












571-2017

project title Quinn Estates Proposed Mixed Use Development, Hoplands Farm, Westbere, Canterbury		Plan 1	
scale 1:5000 @ A3	drawing number 2714-110	date June 2017	revision C





KEY

-  Location 1 - Mixed Use Area Comprising:
 - Medical Centre
-  Location 2 - Commercial and Office Area Comprising:
 - Apprenticeship Centre
-  Application Boundary
-  Mixed Use Local Centre
-  Commercial and Office Area
-  Buffer Zone
-  Publicly Accessible Open Space
-  Ecological Area
-  Village Green



Client Quinn Estates	Project Proposed Mixed Use Development, Hopland Farm, Westbere, Canterbury	Drawing S106 - Plan 2
Scale 1:1000 @ A0	Date May 2017	Drawn by SJB
		Drawing No. 2714-111A



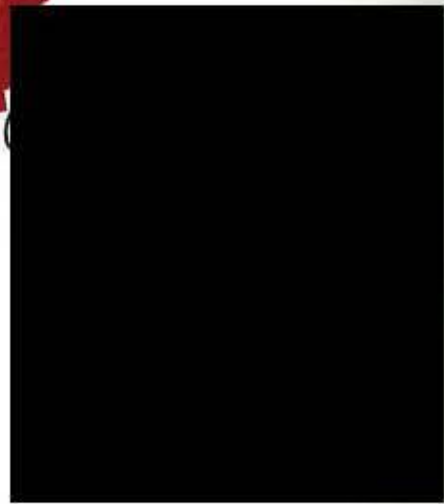
Church Farm, Millen Farm, Ashford Road, Canterbury, CT1 3PP
t: 01227 400000 www.bdb-design.co.uk

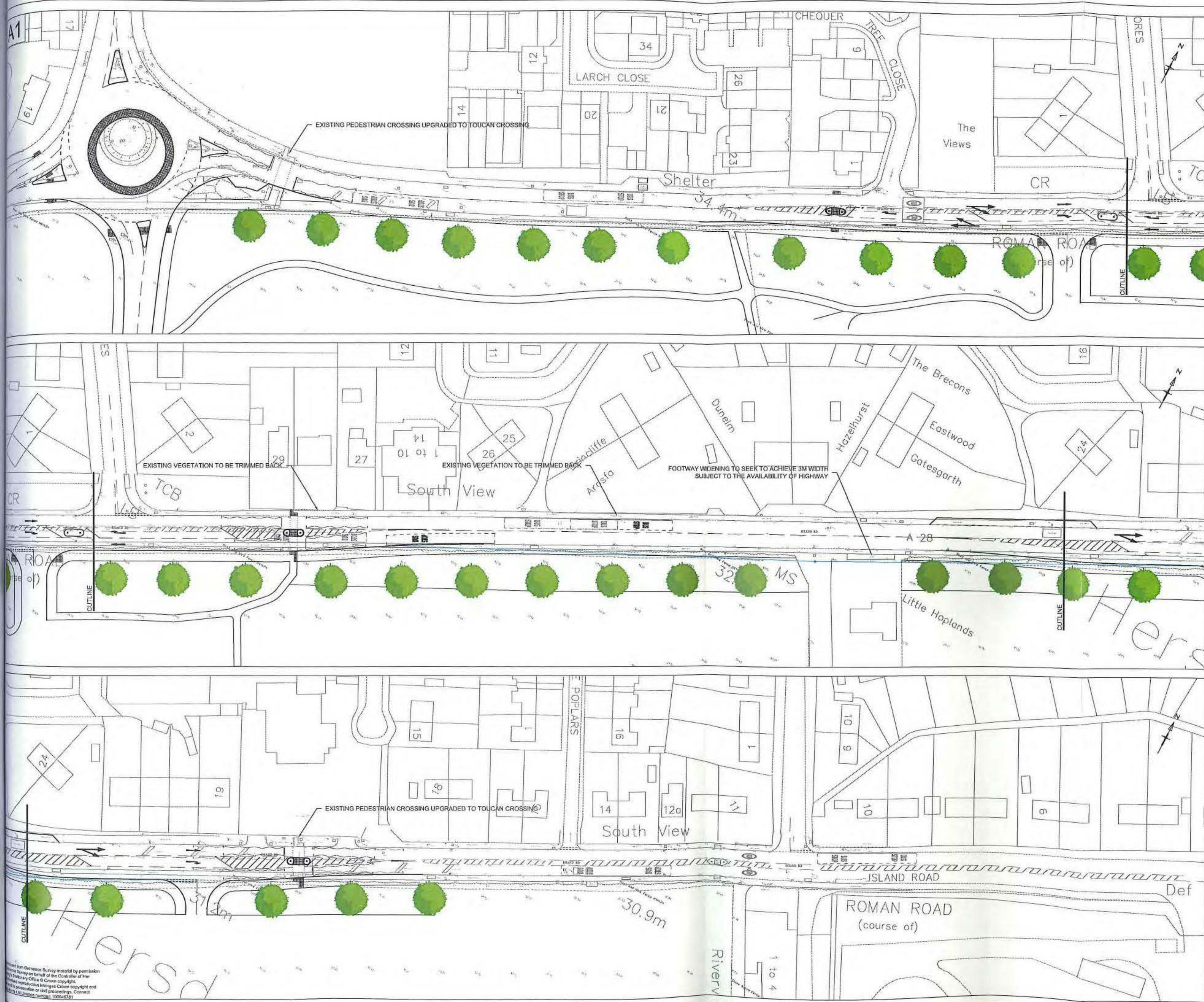
THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:-

Authorised Signatory
JASON OF-SU



571-2017





H	ROADFOOTWAY ADJUSTMENTS AT LITTLE HOPLANDS	T.A.S	26/07/17
G	ROAD ALIGNMENT REVISED	T.A.S	28/09/16
F	UPDATED FOLLOWING ROAD SAFETY AUDIT	T.A.S	06/06/16
E	ROAD WIDENED AT RIGHT TURN LANES	T.A.S	06/04/16
D	UPDATED FOLLOWING COMMENTS	T.A.S	06/01/16
C	FOOTPATH ADDED	T.A.S	11/12/15
B	SITE ACCESS MOVED	T.A.S	03/12/15
A	TOPO SURVEY ADDED	T.A.S	13/11/15

rev.	amendment	by	date
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connect
CONSULTANTS

78 Broad Street, Chipping Sodbury, Bristol, BS37 6AG
Tel: 01454 320 220 Fax: 01454 320 099
Web: www.connect-consultants.com Email: bristol@connect-consultants.com



client
QUINN ESTATES

project
**PROPOSED DEVELOPMENT
HERSDEN
HOPLANDS FARM**

scale
1:500

drawn by
T.A.S

checked by
C.B.W

date
DECEMBER 2015

cad file
15118 - 010

sheet
PLAN 3

drawing number
15118 - 010

rev.
H

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

Authorised Signatory



F102-175



C2021/01/05

Executed as a deed on behalf of)
INVICTA PROPERTIES LIMITED acting by a)
director in the presence of:)
Director

Witness sign:

Witness name: HANISHA BUTT

Witness address:

Witness occupation:

DEVELOPMENT DIRECTOR

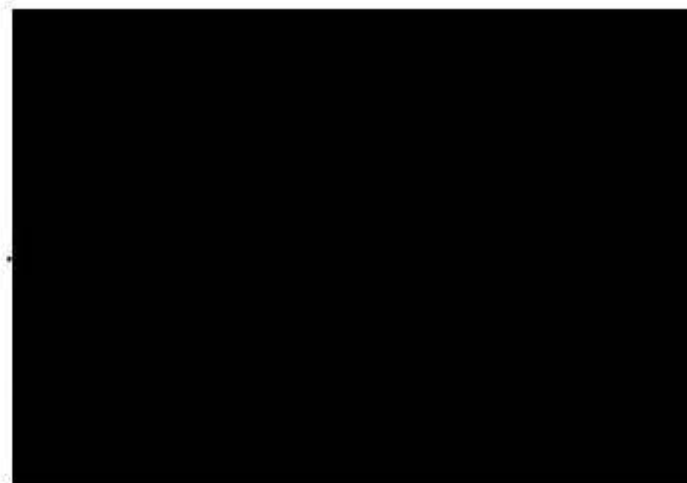
Signed as a deed on behalf of)
HERSDEN LIMITED a company incorporated)
in Guernsey by Rupert Arthur Rees Evans)
and Elisabeth Grace Evans being persons)
who in accordance with the laws of that)
territory are acting under the authority of that)
company)

Rupert Arthur Rees Evans:

Elisabeth Grace Evans:

THE COMMON SEAL of
CANTERBURY CITY COUNCIL
affixed hereunto in the presence of:-

)
)



THE COMMON SEAL of
THE KENT COUNTY COUNCIL was hereunto
affixed to this Deed in the presence of:-

)
)
)



Authorised Signatory

