

Dated

2026

**CANTERBURY CITY COUNCIL**

**THE KENT COUNTY COUNCIL**

**and**

**MARK DONALD CRICHTON MOUNT AND ROSEMARY HELEN MOUNT**

**and**

**GLADMAN DEVELOPMENTS LIMITED**

**Planning obligation by deed of agreement under the Town and Country  
Planning Act 1990 section 106**

relating to

**Land at Manor Farm, Bekesbourne Lane,**

**Littlebourne**

**Canterbury**

**CCC Ref. CA/23/00484**

**Appeal Ref. APP/J2210/W/25/3373183**



Gladman House  
Alexandria Way  
Congleton Business Park  
Congleton, Cheshire  
CW12 1LB  
Tel: 01260 288800

THIS AGREEMENT is made on the                      day of                      2026

BETWEEN:

- 1) **CANTERBURY CITY COUNCIL** of Military Road Canterbury CT1 1YW ('the Council')
- 2) **THE KENT COUNTY COUNCIL** of Sessions House, County Hall, Maidstone, ME14 1XQ ('the County Council')
- 3) MARK DONALD CRICHTON MOUNT and ROSEMARY HELEN MOUNT both of Woolton Farmhouse, Woolton Farm, Bekesbourne, Canterbury, Kent, CT4 5EA ('the Owner') and
- 4) GLADMAN DEVELOPMENTS LIMITED (company registration number 3341567) whose registered office is at Gladman House Alexandria Way Congleton Business Park Congleton CW12 1LB ("the Promoter")

#### RECITALS

- 1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- 2) The County Council is a local planning authority the local highway authority the education authority the library authority and the authority responsible for the provision of adult social services, community learning, integrated children's, and waste disposal for the area in which the Site is situated and an appropriate statutory body to enforce this deed and the covenants made to it for the purposes of Section 106 of the 1990 Act.
- 3) The Owner is the registered proprietor of the freehold of the Site at H.M. Land Registry under title number K914209 as set out in Schedule 1.
- 4) The Owner and the Promoter have entered into the Promotion Agreement.
- 5) The Promoter submitted the Application to the Council on 13 March 2023
- 6) The Council resolved on 18 July 2025 to refuse planning permission in respect of the Application and the Promoter has submitted the Appeal for determination by the Secretary of State
- 7) Subject to Clause 3.1 the Owner is prepared to enter into this deed in order to secure the planning obligations it creates in the event that Planning Permission is granted pursuant to the Appeal

NOW THIS DEED WITNESSES as follows:

## 1. Definitions and interpretation

### 1.1 Definitions

For the purposes of this deed the following expressions shall have the following meanings:

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

**'Adult Social Care Contribution'** means subject to Clauses 3.1.3 and 3.1.4 the sum calculated by multiplying the number of Dwellings by £180.88 up to a maximum of £54,264 (fifty Four thousand two hundred and sixty four pounds) Index Linked from Q1 2022 to the date of payment payable toward the cost of specialist housing provision in the district, adaptation of community facilities, technology to promote independence, multi sensory facilities and changing place facilities in the vicinity of the Development

**'Affordable Housing'** means Affordable Rented Housing Social Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market, where eligibility is determined with regard to local incomes and local house prices and which remains at an affordable price for future eligible households

**'the Affordable Housing Land'** means the land within the Site upon which the Affordable Housing Units are to be constructed

**'the Affordable Housing Scheme'** means the scheme submitted in accordance with the Planning Permission which shall include details of: (i) the numbers, type, tenure and location on the Site of the Affordable Housing, and (ii) the timing of the construction of the Affordable Housing and its phasing in relation to the occupancy of the Market Housing Units, and (iii) in relation to the Affordable Rented Housing and any Intermediate Housing Units that are to be managed by a Registered Provider the arrangements for the transfer of the Affordable Housing to a Registered Provider, and (iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing, (v) the occupancy criteria to be used for determining the identity of the occupiers of the Affordable Housing and the means by which such occupancy criteria shall be enforced, and (vi) details of the provision of Wheelchair Accessible Units, provided that the total number of Wheelchair Accessible Units shall not be required to be more than 2

**'the Affordable Housing Units'** means that part of the Development comprising 30% of the Dwellings which shall be constructed for Affordable Housing in accordance with the approved Affordable Housing Scheme, 70% of which shall be Affordable Rented Housing and/or Social Rented Housing and 30% of which shall be Intermediate Housing and 'an Affordable Housing Unit' shall be construed accordingly

**'Affordable Rented Housing'** means Affordable Housing for rent as described in paragraph b) to the definition of 'Affordable Housing' in Annex 2: Glossary to the NPPF where the rent is set in accordance with the Government's rent policy for affordable rent or is at least 20% below local market rents (including service charges where applicable)

**'All-in Tender Price Index'** means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or successor organisation

**'Appeal'** means the appeal to the Secretary of State following the refusal of the Application by the Council given appeal reference APP/J2210/W/25/3373183

**'the Application'** means the application for outline planning permission for the Development dated 13 March 2023 submitted to the Council and validated by them on 5 April 2023 and allocated reference number CA/23/00484

**'Applicable Dwelling'** means the total number of Dwellings within the Development that: (a) have a gross internal area of 56 square metres or more; and (b) are not sheltered, supported or assisted living accommodation restricted to persons over 55 years old in perpetuity

**'Applicable Flat'** means an Applicable Dwelling that is a separate and self contained dwelling forming part of a building and constructed for residential use

**'Applicable House'** means an Applicable Dwelling that is a self-contained dwelling for residential use (which may be freestanding or part of a terrace of dwellings) and which is not an Applicable Flat

**'Canterbury City Planning Group'** means the Canterbury City planning group as set out in the County Council's Commissioning Plan for Education Provision in Kent which currently includes the Blean Primary School, the Canterbury Primary School, the Parkside Community Primary School, the Pilgrims' way Primary School, the St John's CE Primary School (Canterbury), the St. Peter's Methodist Primary School (Canterbury), the St. Stephen's Infant School, the St. Stephen's Junior School, the St. Thomas' RC Primary School (Canterbury) and the Wincheap Foundation Primary School and any new school within this group

**'Car Club'** means a club operated by the Car Club Operator for Car Club Members to be able to hire a vehicle or vehicles on a pay as you go basis

**'Car Club Members'** residents of the Development and members of the public who join the Car Club

**'Car Club Operator'** a business or other organisation registered as a member of CoMoUK independent from the Owner that will establish and thereafter operate the Car Club

**'Car Club Parking Spaces'** 6 (six) parking spaces with an electric vehicle charging point within the Development for the Car Club Vehicles to be located and which are for the exclusive use of Car Club Members to be approved as part of the Reserved Matters Approval in relation to the Development

**'Car Club Vehicles'** 6 (six) cars to be provided by the Car Club Operator for use by members of the Car Club

**'CIL'** means the Community Infrastructure Levy as defined in Regulation 3 of the CIL Regulations

**'CIL Charging Schedule'** means the Community Infrastructure Levy (CIL) Charging Schedule February 2020 approved by the Council on 13 February 2020 which took effect on 1 April 2020 together with the Infrastructure List February 2020 and the Infrastructure Delivery Plan January 2019 **'CIL Monies'** means a payment arising from the Development pursuant to the CIL Charging Schedule

**'CIL Monies Deductions'** means deductions permitted by or identified in firstly the CIL Charging Schedule comprising a neighbourhood portion of up to 15% and secondly the Infrastructure Delivery Plan of up to 5% for the Council's administrative charges PROVIDED THAT CIL Monies shall not be subjected to a deduction of more than 20% in total

**'CIL Receipt Date'** means the date upon which the County Council receives the Ringfenced CIL Monies or an instalment of such from the Council

**'CIL Regulations'** means the Community Infrastructure Levy Regulations 2010 (as amended) **'City Contribution'** means any contribution payable to the Council pursuant to Schedule 2 and 'City Contributions' shall be construed accordingly

**'the Commencement of Development'** means the commencement of any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance (including vegetation clearance) , demolition work, Site surveys and Site survey works, archaeological investigations, ecological investigation and mitigation, habitat creation, noise attenuation, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, site cabins and welfare facilities, erection of any temporary means of enclosure (including the erection of any fences and hoardings around the Site), the temporary display of site notices or advertisements, temporary access construction works, construction of access

roads for construction traffic and Site survey works and 'Commence Development' shall be construed accordingly

**'Commissioning Plan for Education Provision in Kent'** means the County Council's five year rolling plan for education provision across all types and phases of education and titled Commissioning Plan for Education Provision in Kent 2025-2029 (and as updated annually) and any successor document replacing, amending or updating such plan

**'the Community Learning and Skills Contribution'** means subject to Clauses 3.1.3 and 3.1.4 the sum calculated by multiplying the number of Dwellings by £34.21 up to a maximum of £10,263 (ten thousand two hundred and sixty three pounds) Index Linked from Q1 2022 to the date of payment payable towards the cost of additional equipment and resources for adult education centres and outreach provision serving the Development including Canterbury Academy

**'Contribution'** means any financial contribution payable pursuant to this Deed and Contributions shall be construed accordingly

**'County Contributions'** means the Adult Social Care Contribution, the Community Learning and Skills Contribution, the Education Contribution, the Integrated Children's Services Contribution, the Library Contribution, the Public Rights of Way Contribution, the Travel Plan Contribution and the Waste Disposal Contribution and 'County Contribution' shall be construed accordingly

**'County Monitoring Fee'** means the sum of up to £900 Index Linked (calculated at £300 per trigger event) payable towards the County Council's cost of monitoring compliance with this deed

**'the Date of Practical Completion'** means the date of issue of a certificate of practical completion by the Owner's architect or such other competent person or, if the Development is constructed by a party other than the Owner, by that other party's architect or such other competent person

**'Decision Letter'** means the decision letter issued by the Planning Inspector or the Secretary of State confirming whether or not the Appeal is allowed

**'the Development'** means the development of the Site with the erection of up to 300 residential dwellings (including affordable housing) and older person accommodation), a new community hub, introduction of structural planting and landscaping, informal public open space and children's play area and surface water flood mitigation and attenuation with all matters reserved pursuant to the Planning Permission

**'a Dwelling'** means a dwelling (including a house, flat, maisonette or bungalow) to be constructed pursuant to the Planning Permission and 'Dwellings' shall be construed accordingly

**'the Education Contribution'** means the Primary Education Contribution, the Secondary Education Contribution, the Secondary Education Land Contribution, the SEND Contribution and the SEND Land Contribution together

**'Final Gap Payment'** means the final amount of the combined Top Up Contributions due to be paid to the County Council, if any, following the County Council receiving and deducting all instalments of the Ringfenced CIL Monies pursuant to the Funding Gap Calculation

**'Funding Gap'** means the funding gap, if any, between the Ringfenced CIL Monies received by the County Council and the full costs of the relevant County Council infrastructure to which the Top Up Contributions apply

**'Funding Gap Calculation'** means the calculation the County Council is to undertake to determine the Funding Gap and the Final Gap Payment as follows:

1. At the first CIL Receipt Date the Top Up Contributions shall be Index Linked from Q1 2022 to the first CIL Receipt Date = re-based Top Up Contributions
2. The Ringfenced CIL Monies received shall be deducted from the re-based Top Up Contributions
3. Where the Ringfenced CIL Monies are less than the re-based Top Up Contributions, the resulting Funding Gap shall be recorded and carried forward to the next CIL Receipt Date
4. At the next CIL Receipt Date, the recorded Funding Gap carried forward from the previous CIL Receipt Date shall be Indexed Linked from the previous CIL Receipt Date to the current CIL Receipt Date. This process will repeat until there is no Funding Gap or until the last CIL Receipt Date as applicable
5. Upon the Final Gap Payment falling due for payment in schedule 3, the recorded Funding Gap from the last CIL Receipt Date shall be Index Linked to the date the Final Gap Payment is due for payment to confirm the Final Gap Payment
6. Where there is no Funding Gap identified, there will be no Final Gap Payment
7. The above assumes that the final total number of Applicable Dwellings, Applicable Flats and Applicable Houses will be known at the first CIL Receipt Date. In the event that either the County Council has had to re-base the Top Up Contributions on an indicative or maximum mix and/or the land values for any applicable Top Up Contribution are later reduced after the Top Up Contributions are re-based at 1 above, then the County Council will need to undertake the first and any subsequent re-basing exercise again to confirm the Funding Gap and the Final Gap Payment

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

**'the Healthcare Contribution'** means subject to Clauses 3.1.3 and 3.1.4 the sum calculated by multiplying the occupancy of Dwellings by £360 (per person) such occupancy to be calculated according to the following table

1 bed Dwelling = 1.4 persons

2 bed Dwelling = 2 persons

3 bed Dwelling = 2.8 persons

4 bed Dwelling = 3.5 persons

5+ bed Dwelling = 4.8 persons

payable towards the costs of refurbishment, reconfiguration and/or extension of existing general practice or healthcare services provided in the community in line with the healthcare infrastructure strategy for the area and including legal costs

**'Homes England'** means the successor body to the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising functions in relation to the funding of affordable housing and being the regulator of social housing providers in England and includes any successor body exercising similar functions

**'the Index'** means the General Building Cost Index

**'Index Linked'** means adjusted by reference to the relevant index pursuant to the provisions of clause 10

**'Infrastructure'** has the meaning ascribed in Section 216(2) of the Planning Act 2008

**'Interest'** means interest at 4% above the base lending rate of Bank of England from time to time

**'the Integrated Children's Services Contribution'** means subject to Clauses 3.1.3 and 3.1.4 the sum calculated by multiplying the number of Applicable Dwellings by £74.05 up to a maximum of £22,215 (twenty two thousand two hundred and fifteen pounds ) Index Linked from Q1 2022 to the date of payment payable towards the cost of additional resources and equipment for the Integrated Children's Services in the district of Canterbury to enable expansion of capacity within hubs and provision of outreach work in the vicinity of the Development

**'Intermediate Housing'** means Affordable Housing for sale as described in paragraph d) to the definition of 'Affordable Housing' in Annex 2: Glossary to the NPPF and for the avoidance of doubt may comprise or include shared ownership

**‘Intermediate Housing Unit’** means an Affordable Housing Unit to be provided as Intermediate Housing in accordance with the Affordable Housing Scheme approved pursuant to paragraph 5.1 of Schedule 2 of this deed and ‘Intermediate Housing Units’ shall be construed accordingly

**‘the Library Contribution’** means subject to Clauses 3.1.3 and 3.1.4 the sum calculated by multiplying the number of Dwellings by £62.63 up to a maximum of £18,789 Index Linked from Q1 2022 to the date of payment payable towards the costs of additional library resources, equipment, stock, services including digital infrastructure, infrastructure improvements and reconfiguration of space to increase capacity, shelving and resources for new borrowers at libraries and mobile services serving the Development including Canterbury and Sturry Libraries

**‘Littlebourne and Wickhambreaux Planning Group’** means the Littlebourne and Wickhambreaux planning group as set out in the County Council’s Commissioning Plan for Education Provision in Kent which currently includes the Littlebourne CE Primary School and the Wickhambreaux CE Primary School and any new school in this group

**‘Management Company’** means a private limited company which is incorporated in and which has its registered office in the United Kingdom of Great Britain and Northern Ireland and whose primary objects require it to maintain and renew the Open Space Car Club Parking Spaces and the SUDS

**‘Management Plan’** means a scheme to be submitted to and approved in writing by the Council, which identifies:

- (i) the future management and maintenance requirements of the Open Space Car Club Parking Spaces and the SUDS
- (ii) the proposed ongoing maintenance operations for the Open Space Car Club Parking Spaces and the SUDS, specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Open Space Car Club Parking Spaces and the SUDS
- (iii) the proposed means of funding the ongoing maintenance and management of the Open Space Car Club Parking Spaces and the SUDS in accordance with the Management Plan by the Owner and where one is formed pursuant to the provisions of this deed the Management Company

(iv) a mechanism for the periodic review with the Council and where necessary amendment of the Management Plan

**'the Market Housing Units'** means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing

**'the NPPF'** means the National Planning Policy Framework issued by the Department for Housing, Communities and Local Government and dated December 2024

**'the Network Rail Contribution'** means the sum of £18,000 (eighteen thousand pounds) payable towards the cost of providing cycle parking facilities at Bekesbourne Railway Station to enhance passenger experience and promote sustainable travel

**'to Occupy'** means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and 'Occupation', 'Occupied', 'Occupier' and 'Occupiers' shall be construed accordingly

**'Off Site Sports Contribution'** means the sum of 256,717.86 (two hundred and fifty six thousand seven hundred and seventeen pounds eighty six pence) payable towards the cost of delivering new sports facilities and upgrading existing sports facilities in accordance with the forthcoming Sturry Road Community Park Master Plan which includes provision for wheeled sports (eg cycling , BMX and skateboarding) and other sports such as basketball and informal football

**'the Open Space'** means an area of land comprising but not limited to the informal open space, allotments, and landscaping including the Play Area for use by the general public to be provided on the Site in accordance with the Planning Permission and the Open Space Works Specification

**'the Open Space Works Specification'** means a specification for the laying out of the Open Space to be approved in writing by the Council before the Commencement of Development such specification to include the timing of the provision of the Play Area within each Phase of Development

**'Party'** means any of the parties to this deed and Parties shall be construed accordingly

**'Phase of Development'** means a phase of development which shall be in accordance with the planning conditions to which the Planning Permission is subject

**'the Play Area'** means a nationally equipped area for play and 2 (two) locally equipped areas for play for use by the general public to be provided on the Site in accordance with the Planning Permission

**'the Plan'** means the plan attached to this deed

**'the Planning Inspector'** means the person appointed by the Secretary of State to preside over the inquiry in relation to the Appeal

**'the Planning Permission'** means any planning permission issued by the Secretary of State or the Planning Inspector in determining the Appeal including any amendments or variations thereto permitted pursuant to Section 73 of the 1990 Act subject to Clause 3.3.2

**'the Primary Education Contribution'** means subject to Clause 3.1.3 and 3.1.4 the sum calculated by using the formula set out below –

AH x £6,832.28 (six thousand eight hundred and thirty two pounds and twenty eight pence) and

AF x £1,707.53 (one thousand seven hundred and seven pounds and fifty three pence)

= PEC Index Linked

Where AH is the number of Applicable Houses

Where AF is the number of Applicable Flats

PEC Index Linked is the Primary Education Contribution (Index Linked)

up to a maximum of £2,049,684 (two million and forty nine thousand six hundred and eighty four pounds) payable towards the cost of providing additional places at the expansion of Littlebourne Primary School and/or a new primary school in Thanington and/or provision of additional places in the Littlebourne and Wickhambreaux Planning Group and/or the Canterbury City Planning Group, including a new school

**'the Promotion Agreement'** means a promotion agreement dated 18 August 2021 in respect of the Site made between the Owner and the Promoter

**'a Protected Tenant'** means any tenant who:

has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit, or has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit, or

was granted a shared ownership lease (or similar arrangement where a share of an Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of an Affordable Housing Unit and has subsequently purchased all the remaining shares from the Registered Provider so that the tenant owns the entire Affordable Housing Unit

**'the Public Rights of Way Contribution'** means the sum of £30,000 (thirty thousand pounds) payable towards the cost of improving public rights of way numbered CB143, CB156, CB147 and CB155A including clearance and surface repairs

**'the Registered Provider'** means a registered provider of social housing within the meaning of Section 80(2) of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with Homes England or any other body who may lawfully provide or fund affordable housing from time to time

**'Reserved Matters Approval'** means the approval of reserved matters pursuant to an application (or applications) for reserved matters under the Planning Permission

**'Ringfenced CIL Monies'** means those CIL Monies subject to the CIL Monies Reductions which the Council shall ringfence [in the order of priority set out in schedule 8 ] as a direct offset against the amount of the Top Up Contributions due to be paid by the Owner pursuant to the terms of this deed

**'Ringfencing Obligations'** means the obligation on the Council to ringfence CIL Monies and transfer these to the County Council as set out at [paragraph 2 of schedule 5] of this deed

**'the Secondary Education Contribution'** means subject to Clauses 3.1.3 and 3.1.4 the sum calculated by the formula set out below –

AH x £5,587.19 (five thousand five hundred and eighty seven pounds and nineteen pence) and  
AF x £1,396.80 (one thousand three hundred and ninety six pounds and eighty pence)  
= SEC Index Linked

Where AH is the number of Applicable Houses

Where AF is the number of Applicable Flats

SEC Index Linked is the Secondary Education Contribution (Index Linked) up to a maximum of £1,676,157 (one million six hundred and seventy six thousand one hundred and fifty seven pounds) payable towards the cost of the provision of additional secondary school places within the district of Canterbury and/or at a new secondary school at Bodkin Farm (current Council emerging local plan policy W6 and planning application reference CA/24/00224) or Thorden Wood Close (current Council emerging local plan policy HB4) or should these sites not come forward such alternative secondary school site serving the Development within the district of Canterbury

**'the Secondary Education Land Contribution'** subject to Clauses 3.1.3 and 3.1.4 means the sum calculated by the formula set out below –

AH x £5,037.86 (five thousand and thirty seven pounds and eighty six pence) and

AF x £1,259.47 (one thousand two hundred and fifty nine pounds and forty seven pence)

= SELC Index Linked

Where AH is the number of Applicable Houses

Where AF is the number of Applicable Flats

SELC Index Linked is the Secondary Education Land Contribution (Index Linked) up to a maximum of £1,511,358 (one million five hundred and eleven thousand three hundred and fifty eight pounds) payable towards the land acquisition costs of a new secondary school site in the district of Canterbury at Bodkin Farm (as set out in the Council's current emerging local plan policy W6 and planning application reference CA/24/00224) or Thorden Wood Close (as set out in the Council's current emerging local plan policy HB4) or should these sites not come forward such alternative secondary school site serving the Development within the district of Canterbury

PROVIDED THAT, upon the serving of a notice on the Owner by the County Council pursuant to Schedule 6, the sum for the land acquisition costs of a new secondary school may be reduced proportionately to reflect: (a) such sum (if any) which the County Council pays for the land or (b) such proportionate sum which the County Council is obliged to transfer to the provider of the land from contributing site(s)

**'Secretary of State'** means the Secretary of State for Housing, Communities and Local Government or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the 1990 Act and includes any successor function

**'the SEND Contribution'** means subject to Clauses 3.1.3 and 3.1.4 the sum calculated by the formula set out below –

AH x £559.83 (five hundred and fifty nine pounds and eighty three pence) and

AF x 139.96 (one hundred and thirty nine pounds and ninety six pence)

= SENDC Index Linked

Where AH is the number of Applicable Houses

Where AF is the number of Applicable Flats

SEDC Index Linked is the SEND Contribution (Index Linked) up to a maximum of £167,949 (one hundred and sixty seven thousand nine hundred and forty nine pounds) payable towards the cost of additional special educational needs places and/or additional facilities within the district of Canterbury including a new SEND school at Brooklands Farm (as set out in the Council's current emerging local plan policy W4 and planning application reference CA/25/00779) or should this site not come forward such alternative

site serving the Development within the district of Canterbury '**SEND Land Contribution**' means subject to Clauses 3.1.3 and 3.1.4 the sum calculated by the formula set out below –

AH x £456.44 (four hundred and fifty six pounds and forty four pence) and

AF x £112.04 (one hundred and twelve pounds and four pence)

= SENDLC Index Linked

Where AH is the number of Applicable Houses

Where AF is the number of Applicable Flats

SENDLC Index Linked is the SEND Land Contribution (Index Linked) up to a maximum of £136,932 (one hundred and thirty six thousand nine hundred and thirty two pounds) payable towards the land acquisition costs of a new SEND school at Brooklands Farm (as set out in the Council's current emerging local plan policy W4 and planning application reference CA/25/00779) or should this site not come forward such alternative site serving the Development within the district of Canterbury PROVIDED THAT, upon the serving of a notice on the Owner by the County Council pursuant to schedule 6, the sum for the land acquisition costs of a new SEND school may be reduced proportionately to reflect: (a) such sum (if any) which the County Council pays for the land or (b) such proportionate sum which the County Council is obliged to transfer to the provider of the land from contributing site(s)

'**the Site**' means the land against which this deed may be enforced shown edged red on the Plan and described in Schedule 1

'**Social Rented Housing**' means Affordable Housing for rent as described in paragraph a) to the definition of 'Affordable Housing' in Annex 2: Glossary to the NPPF where the rent is set in accordance with the Government's policy for social rent

'**the SUDS**' means the sustainable urban drainage system for the Development as detailed in the approved SUDS Scheme

'**the SUDS Scheme**' means a sustainable urban drainage system scheme for the Development which is to be submitted to and approved in writing by the Council prior to the Commencement of the Development, and which includes details of all the works features and measures for the SUDS that are proposed to be carried out constructed and implemented on the Site during the Development, and the timescales for when the said works features and measures are to be carried out

'**Top Up Contributions**' means those Contributions expressly stated in the Decision Letter and identified by the Inspector (or Secretary of State) as being payable towards an infrastructure type or project which may be funded wholly or partly through CIL pursuant to clause 3.1.3

**‘the Travel Plan’** means the travel plan submitted and approved pursuant to the Planning Permission to encourage sustainable travel

**‘the Travel Plan Contribution’** means the sum of £948 (nine hundred and forty eight pounds) Index Linked from Q1 2026 to the date of payment payable towards the costs of monitoring compliance with and performance under the Travel Plan

**‘Travel Vouchers’** means a voucher in the sum of £400.00 (four hundred pounds) per Dwelling to be provided to first Occupiers of the Development as a contribution towards the cost of either:-

- a) bus/coach travel or
- b) purchase of a bicycle or cycle equipment

**‘Travel Voucher Scheme Detail’** means the scheme agreed between the Owner and the local bus/coach operator and/or bike retailer enabling the first Occupier of each Dwelling to receive a Travel Voucher to include the following

- a) the full name and address of the local bus/coach provider and/or bike retailer with whom the Travel Voucher Scheme was agreed.
- b) the date of the contract between the Owner and the local bus/coach provider and/or bike retailer detailing the Travel Voucher Scheme
- c) Contact details for the person at the local bus/coach provider and/or bike retailer responsible for administering the Travel Voucher Scheme
- d) Details on how the first Occupier of each Dwelling will obtain a Travel Voucher

**‘the Waste Disposal Contribution’** means the sum calculated by number of Dwellings by £52.00 up to a maximum of £15,600 (fifteen thousand six hundred pounds) Index Linked from Q1 2022 to the date of payment payable towards the cost of expansion of household waste recycling centre (HWRC) capacity serving the Development including at Dover and Margate HWRCs

**‘Wheelchair Accessible Units’** means the Dwellings which are wheelchair accessible units in accordance with Building Regulations Part M4(2): Accessible and Adaptable Dwellings (or such replacement standard in force at the time of construction of the units) to meet the housing needs of those identified with mobility needs

**‘Working Day’** means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday a statutory bank holiday or a public holiday in England and ‘Working Days’ shall be construed accordingly

## 1.2 Interpretation

- 1.2.1 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.
- 1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.
- 1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.2.4 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.2.6 References to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council and the County Council the successors to their respective statutory functions.
- 1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of this deed.

## **2. Legal basis**

- 2.1** This deed is made pursuant to the 1990 Act section 106.
- 2.2** The terms of this deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council and the County Council as local planning authorities.
- 2.3** 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 pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

## **3. Conditions, duration and enforcement**

### **3.1 Conditionality**

#### **3.1.1 Conditions precedent**

This deed is conditional upon:

**3.1.1.1** the grant of the Planning Permission, and

**3.1.1.2** the Commencement of Development

save for the provisions of clauses 1, 2, 3, 5, 6, 7, 9,12, 13 and 14 which shall come into effect upon completion of this deed and save in respect of any obligations in this deed expressly requiring compliance prior to the Commencement of Development, which shall come into effect immediately upon the grant of the Planning Permission

#### **3.1.2 CIL**

If in determining the Appeal the Secretary of State or the Planning Inspector expressly states in the Decision Letter that any planning obligation contained in this deed::

**3.1.2.1** is not a material planning consideration; or

**3.1.2.2** can be given no weight in determining the Appeal; or

**3.1.2.3** does not constitute a reason for granting Planning Permission in accordance with Regulation 122of the CIL Regulations

then subject to Clause 9.2 such planning obligation shall not be enforceable pursuant to this deed and shall cease to have effect within this deed save as set out in the Decision Letter

**3.1.3** If the Planning Inspector (or the Secretary of State) expressly states in the Decision Letter that such (or any such if not all) of the contributions listed below are identified as being payable towards an infrastructure type or project which may be funded wholly or partly through CIL pursuant to the CIL Charging Schedule AND that as a result the Council should ringfence CIL Monies, then the Ringfencing Obligations of this Deed shall have effect :-

- The Adult Social Care Contribution;
- The Community Learning and Skills Contribution;
- The Healthcare Contribution;
- The Integrated Children’s Services Contribution;
- The Library Contribution;
- The Primary Education Contribution;

- The Secondary Education Contribution
- The Secondary Education Land Contribution
- The SEND Contribution; and.
- The SEND Land Contribution

AND if the Planning Inspector makes no such statement in the Decision Letter such contributions are payable in full in accordance with this deed and the Ringfencing Obligations and the provisions associated with such shall not take effect

### **3.2 Duration**

- 3.2.1** This deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.
- 3.2.2** No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his entire interest in the Site or his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

### **3.3 Other development and section 73**

- 3.3.1** Subject to Clause 3.3.2 nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.
- 3.3.2** If the Council in consultation with the County Council agrees following an application under section 73 and or Section 73A of the 1990 Act to grant consent to vary or release any condition contained in the Planning Permission or if a condition is consented to be varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this deed shall be deemed to bind the varied permission and apply in equal terms to the new planning permission UNLESS the Council in consultation with the County Council in determining such application for the new planning permission (or the Secretary of State

determining the section 78 appeal in relation to that application) indicates that consequential amendments are required to this Deed to reflect the impact of the section 73 and or section 73A application in which circumstances a separate deed under section 106 or section 106A of the 1990 Act (as the case may be) will be required to secure relevant planning obligations or other planning benefits relating to the new planning permission BUT nothing in this deed shall in any way fetter the Council's (in consultation with the County Council) discretion in relation to the section 73 and/or section 73A application or the determination thereof.

### **3.4 Non-enforcement**

3.4.1 This deed shall not be enforceable against owners and/or occupiers or tenants of Dwellings constructed pursuant to the Planning Permission, nor against those deriving title from such owners, occupiers or tenants or their mortgagees, except in respect of:

3.4.1.1 Schedule 2 paragraph 5.6 which shall remain enforceable against Registered Providers (subject to paragraph 5.6.2 of Schedule 2), owners and/or occupiers and/or tenants of Affordable Housing Units and those deriving title from them to the extent permitted by the terms of this deed; and

3.4.1.2 Schedule 2 paragraphs 3.8(ii) and 4.7(ii) which shall remain enforceable against the owner of a Dwelling in so far as there is a breach of that provision in relation to the Dwelling in which such person has an interest.

3.4.1.3 any obligation restricting Occupation of a Dwelling

3.4.2 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker [ or other person ] who acquires any part of the Site or any interest in it for the [sole] purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

## **4 Owner's Council's and County Councils' covenants**

4.1 The Owner covenants with the Council as set out in Schedules 2 and 7.

4.2 The Owner covenants with the County Council to observe and perform the obligations as set out in Schedule 3.

4.3 The Council covenants with the Owner to comply with its obligations set out in Schedule 5 and any obligations on its part in Schedule 2

4.4 The County Council covenants with the Owner to comply with its obligations set out in Schedule 6

## **5 The Promoter's Consent**

5.1 The Promoter acknowledges and declares that:

5.1.1 this deed has been entered into by the Owner with its consent, and

5.1.2 the Site shall be bound by the obligations contained in this deed.

## **6 Provisions of immediate effect**

6.1 On completion of this deed the Promoter shall pay to the Council and the County Council the reasonable legal costs incurred in the negotiation, preparation and execution of this deed.

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

6.3 The Owner agrees with the Council and the County Council to give the Council and the County Council 10 days written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not be applicable to the disposal of individual Dwellings to individual purchasers.

## **7 Notices**

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

7.2 The address for any notice or other written communication shall be within the United Kingdom.

7.3 A notice or communication shall be served or given to the relevant Party as follows:

7.3.1 on the Owner at the addresses set out above, or such other addresses as shall be notified in writing to the Council and the County Council from time to time, and

- 7.3.2 on the Promoter at its registered office from time to time, or such other address as shall be notified in writing to the Council and the County Council from time to time, marked for the attention of Jody Phillips, and
- 7.3.3 on the Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Head of Planning, and
- 7.3.4 on the County Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Head of Law quoting reference KEN002:001682 and copied to developer.contributions@kent.gov.uk.

## **8 Local land charge**

- 8.1 This deed shall be registered as a local land charge by the Council and the Council covenants with the Owner that it will note on the local land charges register when compliance with all of the planning obligations in this deed has occurred.
- 8.2 Where this deed comes to an end under clause 3.2.1 the Council covenants on the written request of the Owner to vacate or cancel the entry made in the local land charges register in relation to this deed or otherwise to record the fact that it has come to an end and no longer affects the Site.

## **9 Jurisdiction and legal effect**

- 9.1 This deed shall be governed by and interpreted in accordance with the law of England.
- 9.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.
- 9.3 No waiver (whether expressed or implied) by the Council (or the County Council) of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council (or the County Council) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 9.4 Nothing (contained or implied) in this deed shall fetter or restrict the Council's or the County Council's statutory rights, powers, discretions and responsibilities.

9.5 The provisions of this deed (other than this clause 9.4 which shall be effective in any event) shall be of no effect until this deed has been dated.

## **10 Indexation, interest and VAT**

10.1 Any sum to be paid to the Council under Schedule 2 shall be increased by an amount equivalent to the increase in the General Building Cost Index from the date of this deed until the date on which such sum is paid.

10.2 The County Contributions (save for the Public Rights of Way Contribution) and the County Monitoring Fee shall be increased in the same proportion as the percentage increase in the All-in Tender Price Index between the quarterly index figure of Qtr 1 2022 (unless otherwise stated) and the quarterly index figure immediately preceding the date of actual payment.

10.3 The Public Rights of Way Contribution shall be increased in the same proportion as the percentage increase in the General Building Cost Index between the monthly index figure of May 2023 and the monthly index figure immediately preceding the date of actual payment.

10.4 Where reference is made to any index in this deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) issued or caused to be issued from time to time by the Building Costs Information Service Royal Institution of Chartered Surveyors or other appropriate body and as may commonly be used in place of that index and as approved by the Council and the County Council where County Council contributions are affected or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council and the County Council where County Council contributions are affected shall approve.

10.5 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the date of payment.

10.6 All consideration given in accordance with the terms of this deed shall be exclusive of any value added tax properly payable.

## **11 Mortgage Protection**

11.1 For the avoidance of doubt, this clause 11 applies only to the mortgagee or chargee or Receiver of a Registered Provider.

11.2 The provisions of paragraph 5 of Schedule 2 of this deed shall not be binding on a mortgagee or chargee (or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each 'a Receiver')) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

11.2.1 such mortgagee, chargee or Receiver shall first give written notice to the Legal Services Manager at the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units(s) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

11.2.2 if such disposal has not completed within the three month period, the mortgagee, chargee and Receiver shall be entitled to dispose of the Affordable Housing Unit(s) free from the provisions of paragraph 5 of Schedule 2 of this deed which provisions shall determine absolutely.

## **12 Determination of Disputes**

12.1 If there is any dispute (except in respect of the quantum of contributions) between the Parties in respect of any of the matters to be agreed pursuant to this deed (other than a dispute or difference concerning the meaning or construction of this deed) such dispute shall be determined in accordance with Clauses 12.2 – 12.8 and either party to the dispute may at any time require by notice in writing to the other an independent expert to be appointed to resolve the dispute.

12.2 The expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this deed.

- 12.3 The expert shall be appointed jointly by the parties and, in the absence of such agreement within one (1) month of service of the notice pursuant to Clause 12.1 be appointed by the President for the time being of the Royal Institution of Chartered Surveyors within one (1) month of an application being made by one of the parties.
- 12.4 The expert shall invite written representations from each of the parties and shall make his final determination within one (1) month of his appointment PROVIDED THAT if the expert fails to do so either party to the dispute may apply to the President for the time being of the Royal Institution of Chartered Surveyors for a substitute to be appointed in which case the same procedure shall be repeated.
- 12.5 The findings of the expert shall be final and binding on the parties except in the case of manifest, material error.
- 12.6 The expert shall act as an expert and not as an arbitrator.
- 12.7 The costs of the dispute shall be payable by the parties in such proportion as may be determined by the expert and failing such determination to be borne in equal shares by the parties.
- 12.8 Nothing in Clauses 12.1 – 12.7 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this deed.

### **13 Forward Funding**

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

### **14 Devolution**

14.1 For avoidance of doubt, the Parties hereby acknowledge that (subject to enactment of the necessary statutory powers) proposals have been put forward for the reorganisation of the current two-tier system of local government within the administrative county of Kent which may result in the establishment of a new unitary authority for the area in which the Site is located and/or the transfer of functions from the Council and/or the County Council to a new or other authority after the date of this deed. The Parties acknowledge and agree that in the event of such re-organisation (and in any other event resulting in the transfer of functions):

14.1.1 Any reference in this deed to the Council shall be deemed to include its successor as local planning authority;

14.1.2 Any reference in this deed to the County Council shall be deemed to include its successor each of its current functions as local highway authority, education authority, waste disposal authority, mineral planning authority, lead local flood authority and the body responsible for libraries, integrated children's services, community learning and adult social care for the area within which the Site is situated and the covenants given to and enforceable by the County Council in relation to each such function shall be enforceable by the body succeeding the County Council to that function.

IN WITNESS of which the Parties have executed this deed as a deed and delivered it the day and year first before written.

SCHEDULE 1

The Owner's Title and Site Description

<b>Title Number</b>	<b>Description of Site</b>	<b>Owner</b>
K914209(part)	Land at Manor Farm, Bekesbourne Lane, Littlebourne, Canterbury	Mark Donald Crichton Mount and Rosemary Helen Mount

## SCHEDULE 2

### The Owner's Covenants with the Council

#### **1. Progress of development**

The Owner shall notify the Council:

- 1.1 upon the Commencement of Development,
- 1.2 upon Occupation of any part of the Development,
- 1.3 upon Occupation of 25% of the Dwellings,
- 1.4 upon Occupation of 50% of the Dwellings, and
- 1.5 upon Occupation of 75% of the Dwellings.

#### **2. Payment of contributions**

- 2.1 Not to Occupy nor permit the Occupation of any of the Development until 25%] of each of the Healthcare Contribution, the Network Rail Contribution and the Off-Site Sports Contribution has been paid to the Council.
- 2.2 Not to Occupy nor permit the Occupation of more than 50% of the Dwellings on the Development until 50% of each of Healthcare Contribution, the Network Rail Contribution and the Off Site Sports Contribution has been paid to the Council.
- 2.3 Not to Occupy nor permit the Occupation of more than 75% of the Dwellings on the Development until the balance of each of the Healthcare Contribution, the Network Rail Contribution and the Off Site Sports Contribution has been paid to the Council

#### **3. Open space transfer and works**

- 3.1 Prior to Commencement of Development to submit to the Council for the Council's approval the Open Space Works Specification and the Management Plan.

- 3.2 Prior to Commencement of Development to submit to the Council evidence of the completed formation of a Management Company for the purpose of managing and maintaining the Open Space and the SUDS.
- 3.3 Not to permit or allow the Occupation of more than 75% of the Dwellings on any Phase of Development until any Open Space to be located on that Phase of Development has been provided and/or constructed (as appropriate) in complete accordance with the approved Open Space Works Specification.
- 3.4 Upon completion of the laying out of the Open Space in accordance with the approved Open Space Works Specification to notify the Council in writing of completion and to request that the Council inspects the Open Space within thirty Working Days of such notification.
- 3.5 If upon inspection of the Open Space the Council identifies any works which are necessary to bring the Open Space up to the standard required by the approved Open Space Works Specification to complete such works in accordance with a timescale agreed in writing with the Council.
- 3.6 To maintain the Open Space in accordance with the approved Management Plan until the date upon which the transfer described in paragraph 3.7 below has been completed.
- 3.7 Not to permit the Occupation of more than 85% of the Dwellings that form part of the Development until the Open Space has been transferred to the Management Company in accordance with the details approved by the Council under the approved Management Plan and on the terms set out in Schedule 4.
- 3.8 To procure that the buyer of each Dwelling comprised in the Development enters into the following covenants direct with the Management Company:
- (i) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining repairing and as necessary renewing the Open Space in accordance with the approved Management Plan; and

- (ii) that upon any subsequent sale of such Dwelling he will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of paragraphs 3.8 (i) and 3.8 (ii) of Schedule 2.

3.9 Not to amend the approved Management Plan without the Council's written consent.

3.10 Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council have otherwise first agreed in writing.

#### **4. The SUDS**

4.1 Prior to the Commencement of Development to submit to the Council for approval the SUDS Scheme.

4.2 To implement the approved SUDS Scheme in accordance with the timescales set out therein.

4.3 Upon the completion of the laying out of the SUDS in accordance with the approved SUDS Scheme to notify the Council of completion and to request that the Council inspects the SUDS within thirty Working Days of such request.

4.4 If upon inspection of the SUDS the Council identifies any works which are necessary to bring the SUDS up to the standard required by the approved SUDS Scheme to complete such works as soon as reasonably practicable.

4.5 To maintain the SUDS in accordance with the approved Management Plan until the date upon which the transfer described in paragraph 4.6 below has been completed.

4.6 Not to permit the Occupation of more than 85% of the Dwellings that form part of the Development until the SUDS have been transferred to the Management Company in accordance with the details approved by the Council under the approved Management Plan and on the terms set out in Schedule 4.

4.7 To procure that the buyer of each Dwelling comprised in the Development enters into the following covenants direct with the Management Company:

- (i) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining repairing and as necessary renewing the SUDS in accordance with the approved Management Plan; and
- (ii) that upon any subsequent sale of such Dwelling he will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of paragraphs 4.7 (i) and 4.7 (ii) of Schedule 2.

## **5. Affordable housing**

5.1 To submit the Affordable Housing Scheme to the Council for approval before Commencement of Development and not to permit or allow the Commencement of Development on any Phase of Development until the Affordable Housing Scheme in relation to that Phase of Development has been agreed in writing by the Council.

5.2 No more than 25% of the Market Housing Units on any Phase of Development shall be Occupied until written notice has been given to the Council that 25% of the Affordable Housing Units to be located on that Phase of Development have:

5.2.1 been constructed in accordance with the Planning Permission;

5.2.2 been made ready for residential occupation;

5.2.3 been transferred to the Registered Provider or in the case of Intermediate Housing Units that are not to be managed by a Registered Provider the Council has been provided with evidence that those Intermediate Housing Units have been transferred to an Occupier in accordance with the Affordable Housing Scheme approved pursuant to paragraph 5.1 above.

5.3 No more than 50% of the Market Housing Units on any Phase of Development shall be Occupied until written notice has been given to the Council that 50% of the Affordable Housing Units to be located on that Phase of Development have:

5.3.1 been constructed in accordance with the Planning Permission;

5.3.2 been made ready for residential occupation;

- 5.3.3 been transferred to the Registered Provider or in the case of Intermediate Housing Units that are not to be managed by a Registered Provider the Council has been provided with evidence that those Intermediate Housing Units have been transferred to an Occupier in accordance with the Affordable Housing Scheme approved pursuant to paragraph 5.1 above.
- 5.4 No more than 75% of the Market Housing Units on any Phase of Development shall be Occupied until written notice has been given to the Council that all of the Affordable Housing Units to be located on that Phase of Development have:
- 5.4.1 been constructed in accordance with the Planning Permission;
- 5.4.2 been made ready for residential occupation;
- 5.4.3 been transferred to the Registered Provider (or in the case of Intermediate Housing Units that are not to be managed by a Registered Provider the Council has been provided with evidence that those Affordable Housing Units have been transferred to an Occupier in accordance with the Affordable Housing Scheme approved pursuant to paragraph 5.1 above).
- 5.5 The transfer of the Affordable Housing Units referred to at paragraphs 5.2.3 5.3.3 and 5.4.3 above shall include the following:
- 5.5.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Land;
- 5.5.2 full and free rights to the passage of water, soil, electricity, gas and other services through the pipes, drains, channels, wires, cables and conduits in the adjoining land up to and abutting the boundary to the Affordable Housing Land, all such services to be connected to the mains; and
- 5.5.3 a reservation of all rights of access and passage of services and rights of entry necessary for the purposes of the Development.
- 5.6 From the Date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with the approved Affordable Housing Scheme, save that this obligation shall not be binding on:
- 5.6.1 any Protected Tenant, any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant, or any successor in title to a Protected Tenant and their respective mortgagees and chargees, or

- 5.6.2 a mortgagee, chargee or Receiver of a Registered Proprietor where clause 11.2 of this deed applies, or
- 5.6.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.
- 5.7 If the Secretary of State or Planning Inspector specifically determines in the Decision Letter that paragraphs 5.8 to 5.13 below constitute a material consideration and/or constitute a reason for granting Planning Permission and/or should apply in this deed then paragraphs 5.8 to 5.13 below shall take effect in this deed PROVIDED THAT in the event of there being no such determination by the Secretary of State or Planning Inspector in the Decision Letter then paragraph 5.8 to 5.13 shall not apply
- 5.8 The Owner shall prior to commencement of marketing of the Affordable Housing Units as set out in paragraph 5.9 provide to the Council written notice of the date upon which such marketing shall commence and shall, as requested by the Council, provide to the Council full details of the progress of such marketing exercise to include details of the negotiating process and whether, and if so why, such process has been terminated
- 5.9 If the Owner has used reasonable endeavours to secure contracts for the sale or other disposal of the Affordable Housing Units in any Phase in accordance with the approved Affordable Housing Scheme for a period of at least 6 (six) months from the date of commencement of marketing but have been unable to do so they shall notify the Council in writing to that effect such notice to include evidence of the reasonable endeavours so used.
- 5.10 Within three months of receipt of any notice pursuant to paragraph 5.9 above the Council shall confirm in writing whether or not it is satisfied that the Owner has complied with the requirements of paragraph 5.9 above PROVIDED THAT:
- 5.10.1 where the Council does not consider that the Owner has complied with the requirements of paragraph 5.9 above its written confirmation shall state the reason(s) for such dissatisfaction and in the event there is disagreement between the Council and Owner in respect of the reason(s) provided either party may refer the matter for determination by an expert under clause 12 of this deed; and
- 5.10.2 where the Council fails to respond to such notice or fails to provide any written reasons for

dissatisfaction within the said three months period then the Council shall be deemed to have confirmed in writing that it is satisfied the Owner has complied with the requirements of paragraph 5.9 above.

- 5.11 Where it is agreed, deemed or determined that the Owner has complied with the requirements of paragraph 5.9 above then the Affordable Housing Units in the relevant Phase shall be permitted to be provided in accordance with an alternative Affordable Housing mix and/or tenures PROVIDED THAT the Owner shall submit a revised Affordable Housing Scheme for that Phase detailing the revised Affordable Housing mix and/or tenures and shall not Occupy any Dwellings within that Phase until such revised Affordable Housing Scheme for that Phase has been approved in writing by the Council.
- 5.12 The Council shall use reasonable endeavours to confirm in writing within three months of receipt of any revised Affordable Housing Scheme pursuant to paragraph 5.11 above whether such revised Affordable Housing Scheme is approved PROVIDED THAT:
- 5.12.1 where the Council does not approve the revised Affordable Housing Scheme it shall state the reason(s) for this and in the event there is disagreement between the Council and Owner in respect of the reason(s) provided either party may refer the matter for determination by an expert under clause 12 of this deed; and
- 5.12.2 where within three months of receipt of any revised Affordable Housing Scheme submitted by the Owner for its approval pursuant to paragraph 5.11 above the Council fails to confirm its approval or fails to provide any written reasons why such revised Affordable Housing Scheme is not approved then the Council shall be deemed to have confirmed in writing that it approves the revised Affordable Housing Scheme submitted by the Owner pursuant to paragraph 5.11 above.
- 5.13 In the event of a revised Affordable Housing Scheme for a Phase being approved in accordance with paragraphs 5.7 to 5.12 of this Schedule above, then the Affordable Housing Units within the relevant Phase shall be provided in accordance with the details and triggers agreed in the approved revised Affordable Housing Scheme.

## SCHEDULE 3

### The Owner's Covenants with the County Council

#### **1. Progress of development**

The Owner shall notify the County Council of the date of:

- 1.1 the Commencement of Development 10 Working Days prior to such date, and
- 1.2 Occupation of any part of the Development 10 Working Days prior to such date, and
- 1.3 Occupation of 25% of the Dwellings 10 Working Days prior to such date, and
- 1.4 Occupation of 50% of the Dwellings 10 Working Days prior to such date, and
- 1.5 Occupation of 75% of the Dwellings at least 2 months prior to such date

#### **2. Payment of contributions**

- 2.1 The Owner covenants that they shall pay the Education Contribution, the Adult Social Care Contribution, the Community Learning and Skills Contribution, the Integrated Children's Services Contribution and the Library Contribution as set out in paragraphs 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9 and 2.10 of this Schedule UNLESS such (or any such if not all) contributions are identified as a Top Up Contribution in which case the relevant obligation in the applicable paragraph(s) stated above shall cease to have effect and the Final Gap Payment shall instead be payable.
- 2.2 The Owner shall pay to the County Council the Adult Social Care Contribution on or before the Occupation of 50% of the Dwellings and shall not Occupy nor permit the Occupation of more than 50% of the Dwellings unless and until the Adult Social Care Contribution has been paid to the County Council.
- 2.3 The Owner shall pay to the County Council the Community Learning and Skills Contribution on or before Occupation of 50% of the Dwellings and shall not Occupy nor permit the Occupation of more than 50% of the Dwellings unless and until the Community Learning and Skills Contribution has been paid to the County Council
- 2.4 The Owner shall pay to the County Council the Integrated Children's Services Contribution on or before the Occupation of 50% of the Dwellings and shall not Occupy nor permit the Occupation of

more than 50% of the Dwellings unless and until the Integrated Children's Services Contribution has been paid to the County Council.

2.5 The Owner shall pay to the County Council the Library Contribution on or before the Occupation of 50% of the Dwellings and shall not Occupy nor permit the Occupation of more than 50% of the Dwellings unless and until the Library Contribution has been paid to the County Council.

2.6 The Owner shall pay to the County Council the Primary Education Contribution in the following instalments:-

2.6.1 50% on or before Occupation of 25% of the Dwellings;

2.6.2 the remaining 50% on or before Occupation of 50% of the Dwellings; and

The Owner shall not Occupy nor permit the Occupation of more than 25% of the Dwellings unless and until the payment referred to at paragraph 2.7.1 above has been made to the County Council and the Owner shall not Occupy nor permit the Occupation of more than 50% of the Dwellings unless and until the payment referred to at paragraph 2.7.2 above has been made to the County Council.

2.7 The Owner shall pay to the County Council the Secondary Education Contribution on or before the Occupation of 50% of the Dwellings and shall not Occupy nor permit the Occupation of more than 50% of the Dwellings unless and until the Secondary Education Contribution has been paid to the County Council.

2.8 The Owner shall pay to the County Council the Secondary Education Land Contribution on or before the Occupation of 50% of the Dwellings and shall not Occupy nor permit the Occupation of more than 50% of the Dwellings unless and until the Secondary Education Land Contribution has been paid to the County Council.

2.9 The Owner shall pay to the County Council the SEND Contribution on or before the Occupation of 50% of the Dwellings and shall not Occupy nor permit the Occupation of more than 50% of the Dwellings unless and until the SEND Contribution has been paid to the County Council.

2.10 The Owner shall pay to the County Council the SEND Land Contribution on or before the Occupation of 50% of the Dwellings and shall not Occupy nor permit the Occupation of more than 50% of the Dwellings unless and until the SEND Land Contribution has been paid to the County Council.

- 2.11 The Owner shall pay to the County Council the Public Rights of Way Contribution on or before the Occupation of any Dwelling and shall not Occupy nor permit the Occupation of any Dwelling unless and until the Public Rights of Way Contribution has been paid to the County Council.
- 2.12 The Owner shall pay to the County Council the Waste Disposal Contribution on or before the Occupation of 50% of the Dwellings and shall not Occupy nor permit the Occupation of more than 50% of the Dwellings unless and until the Waste Disposal Contribution has been paid to the County Council.
- 2.13 The Owner shall pay to the County Council the County Monitoring Fee on or before the Commencement of Development and shall not Commence Development unless and until the County Monitoring Fee has been paid to the County Council.
- 2.14 The Owner shall pay to the County Council the Travel Plan Contribution prior to first Occupation of any Dwelling and shall not permit or allow the first Occupation of any Dwelling until the Travel Plan Contribution has been paid to the County Council

### **3. Travel Vouchers**

- 3.1 The Owner covenants with the Council and the County Council to provide the Travel Voucher Scheme Detail to the Council and the County Council no later than 28 (twenty eight) Working Days prior to the Occupation of any Dwelling on the Site
- 3.2 The Owner covenants with the Council and the County Council not to Occupy nor permit the Occupation of any Dwelling on the Site unless and until the Travel Voucher Scheme Detail has been provided to the Council and the County Council
- 3.3 The Owner covenants with the Council and the County Council to provide (at the Owner's expense and at nil cost to the first Occupier) a Travel Voucher (together with details as to where and how the Travel Voucher may be redeemed) to the first time Occupier of each Dwelling prior to first Occupation of each Dwelling and the Owner covenants further with the Council and the County Council not to first Occupy a Dwelling unless and until the Travel Voucher (together with details as to where and how the Travel Voucher may be redeemed) has been provided to the first time Occupier of such Dwelling

### **4. Final Gap Payment**

4.1 In the event that the Ringfencing Obligations shall take effect pursuant to clause 3.1.3 of this deed and the County Council has confirmed to the Owner the amount of the Final Gap Payment: The Owner covenants to pay the Final Gap Payment to the County Council prior to Occupation of 75% of the Dwellings to be Occupied (or such other trigger event agreed by the County Council and the Owner) and shall not Occupy nor permit the Occupation of more than 75% of the Dwellings (or such other restriction on occupation agreed by the County Council and the Owner) unless and until the Owner has served the notice required by paragraph 1.5 above and the Final Gap Payment has been paid to the County Council

#### SCHEDULE 4

##### Provisions relating to the transfer of the Open Space Car Club Parking Spaces and the SUDS

The transfer of the Open Space Car Club Parking Spaces and the SUDS to the Management Company shall:

- i. be a transfer of the entire freehold interest of the Open Space Car Club Parking Spaces and the SUDS
- ii. be free from any pre-emption or option agreement
- iii. be free from any mortgage, charge, lien or other such incumbrance
- iv. be free from any lease, licence or any other third party interests
- v. be subject to a covenant which prohibits the use of the Open Space for any purpose other than for public recreation and amenity
- vi. include all usual and necessary rights of way with or without vehicles for the benefit of the Open Space Car Club Parking Spaces and the SUDS
- vii. reserve in favour of the Owner any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the Open Space Car Club Parking Spaces and the SUDS
- viii. reserve in favour of the Owner the right to lay and use new services subject to the prior written agreement of the Council together with any rights of entry to inspect, repair, renew, cleanse and maintain the same
- ix. declare that boundary structures shall belong to and be maintained by the owners of the Dwellings which adjoin the Open Space Car Club Parking Spaces or the SUDS
- x. not require consideration in excess of one pound (£1)
- xi. contain a covenant for the benefit of the Council that the Management Company will manage and maintain the Open Space Car Club Parking Spaces and the SUDS in accordance with the approved Management Plan

## SCHEDULE 5

### The Council's covenants

1. The Council covenants with the Owner:
  - 1.1 Not to use any Contribution received pursuant to this deed otherwise than for the purpose for which it has been paid as specified in this Deed and payment to a third party to use for such a purpose shall be deemed to comply with this covenant
  - 1.2 To provide a written form of receipt to the payer of all Contributions
  - 1.3 Immediately on receipt, to deposit all Contributions received pursuant to this deed into an interest bearing account with a clearing bank
  - 1.4 Within 28 (twenty eight) days of receipt of a request in writing to provide the Owner with an audit account as to how Contributions received pursuant to this deed have been spent
  - 1.5 To repay (together with all accrued interest) to the payer any Contributions not expended within 10 years of receipt
  - 1.6 In the event that prior to the Healthcare Contribution (or any part of it) falling due (pursuant to paragraphs 2.1, 2.2 and 2.3 of Schedule 2 ) CIL Monies in respect of the Infrastructure type or project relating to it have been received by the Council then the Healthcare Contribution will be reduced by the relevant amount of monies so received and the Council will give written notice of such reduction to the Owner
  - 1.7 In the event that the Council after receiving payment of any Contribution from the Owner receives CIL Monies then within 28 (twenty eight) days of such receipt the Council shall reimburse to the Owner the Contribution to the extent that it has been met by such payment (together with all accrued interest)
2. The Council covenants with the Owner and the County Council that, in the event that the Inspector (or Secretary of State) determines that the following Ringfencing Obligations shall take effect pursuant to clause 3.1.3 of this deed:
  - 2.1 the Council shall notify the County Council of the proposed CIL instalments for the Development within 5 Working Days of **agreeing such with the Owner**
  - 2.2 Upon receipt of each instalment of CIL Monies, the Council shall notify the County Council of such receipt within 5 Working Days and shall agree with the County Council the Ringfenced CIL Monies that will be transferred from that instalment to the County Council

in accordance with the priorities set out in Schedule 8 for use by the County Council in accordance with the provisions of this deed;

- 2.3 Within 28 (twenty eight) days of the Council and the County Council agreeing the amount of the Ringfenced CIL Monies to be transferred to the County Council, the Council shall transfer the Ringfenced CIL Monies to the County Council.

## SCHEDULE 6

### The County Council's covenants with the Owner

1.The County Council covenants with the Owner:

#### **Part 1 – Use of County Contributions**

- 1.1 Not to use any County Contribution received pursuant to this deed otherwise than for the purpose for which it has been paid as specified in this deed
- 1.2 To provide a written form of receipt to the payer of all County Contributions
- 1.3 On receipt, to deposit all County Contributions received pursuant to this deed into an interest bearing account with a clearing bank
- 1.4 That it shall spend the Primary Education Contribution (or any part thereof) on the projects identified in the definition thereof in this deed or for such other purposes for the benefit of the Development as the Owner and the County Council may otherwise agree and not to spend the Primary Education Contribution otherwise than on the projects so identified.
- 1.5 That it shall spend the Secondary Education Contribution and the Secondary Education Land Contribution (or any part thereof) on the projects identified in the definitions thereof in this deed or for such other purposes for the benefit of the Development as the Owner and the County Council may otherwise agree and not to spend the Secondary Education Contribution and/or the Secondary Education Land Contribution otherwise than on the projects so identified.
- 1.6 It shall spend the SEND Contribution and the SEND Land Contribution (or any part thereof) on the projects identified in the definitions thereof in this deed or for such other purposes for the benefit of the Development as the Owner and the County Council may otherwise agree and not to spend the SEND Contribution and/or the SEND Land Contribution otherwise than on the projects so identified.
  
- 1.7 That it shall spend the Adult Social Care Contribution, the Community Learning and Skills Contribution, the Integrated Children's Services Contribution and the Library Contribution (or

any part thereof) on the projects identified in the definitions thereof in this deed or for such other purposes for the benefit of the Development as the Owner and the County Council may otherwise agree.

- 1.8 That it shall spend the Waste Contribution (or any part thereof) on the project identified in the definition thereof in this deed or for such other purposes for the benefit of the Development as the Owner and the County Council may otherwise agree.
- 1.9 Within 28 Working Days of receipt of a request in writing (or such other period as agreed between the Owner and the County Council) to confirm to the Owner how the County Contributions received pursuant to this deed have been spent PROVIDED that any such request shall not be made prior to the expiry of ten years from receipt of the final instalment of the County Contributions and the Owner shall pay the County Council's reasonably incurred administrative costs of providing such response
- 1.10 Following written request from the person who paid any of the County Contributions and/or the Final Gap Payment, to repay to that person such amount of any County Contribution and/or the Final Gap Payment made by them to the County Council under this deed which has not been expended at the date of receipt of such written request together with interest which has accrued on the unexpended balance after deduction of tax where required and any other sum required to be deducted by law PROVIDED ALWAYS THAT:
  - 1.10.1 such request is made only after the expiry of ten years from Occupation of the final Dwelling to be Occupied;
  - 1.10.2 any County Contribution and/or the Final Gap Payment or part of a County Contribution and/or the Final Gap Payment which the County Council has committed or contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date; and
  - 1.10.3 Should the County Council not receive a request for repayment within 12 months of the expiry of ten years from Occupation of the final Dwelling to be Occupied, the County Council shall be entitled to use any unexpended balance for community infrastructure for the benefit of the Development and/or in the Canterbury district

- 1.10.4 For the avoidance of any doubt, any Ringfenced CIL Monies received from the Council shall not be subject to these repayment provisions

## **Part 2 – Final Land Value**

- 1.11 Following the County Council securing the relevant parcel of land for which the Secondary Education Land Contribution and/or the SEND Land Contribution is payable and, either:

1.1.1 it has been determined by the County Council that the Secondary Education Land Contribution and/or the SEND Land Contribution should be reduced where the relevant contribution has not yet been paid (or paid in full) by the Owner pursuant to the terms of this deed; or

1.1.2 it has been determined by the County Council that any unexpended sum of the Secondary Education Land Contribution and/or the SEND Land Contribution paid to the County Council pursuant to the terms of this deed should be returned

the County Council shall serve a notice on the Owner or the person who made payment of the relevant contribution either confirming the reduction to the relevant contribution or the amount of the unexpended contribution to be returned and the County Council shall return such unexpended amount (together with all accrued interest) to the person who paid the relevant contribution.

## **Part 3 – Obligations relating to Ringfenced CIL Monies and Top Up Contributions**

In the event that the Ringfencing Obligations shall take effect pursuant to clause 3.1.3 of this deed:

- 1.12 where Ringfenced CIL Monies have been unconditionally paid to the County Council the County Council shall within 28 days of each CIL Receipt Date give notice in writing to the Owner confirming:

1.12.1 the amount of Ringfenced CIL Monies received from the Council; and

1.12.2 the outcome of the Funding Gap Calculation

- 1.13 Upon the Owner serving the Occupation notice on the County Council pursuant to paragraph 1.5 of schedule 3, the County Council will within 28 days confirm the Final Gap Payment in

writing to the Owner and for the avoidance of doubt where the County Council has not received any Ringfenced CIL Monies, the Final Gap Payment will be calculated on that basis.

1.14 where Ringfenced CIL Monies have been unconditionally paid to the County Council after the Final Gap Payment has been paid to the County Council by the Owner pursuant to schedule 3, the County Council shall within 28 Working Days of such receipt give notice in writing to the Owner confirming:

- 1.14.1 the amount of Ringfenced CIL Monies received; and
- 1.14.2 the total amount of the Final Gap Payment paid by the Owner to the County Council; and
- 1.14.3 where the amount of Ringfenced CIL Monies received is less than the total amount of the Final Gap Payment paid by the Owner, the County Council shall confirm that it will return to the Owner (or person who paid the Final Gap Payment) that part of the Final Gap Payment which will instead be covered by the application of the Ringfenced CIL Monies received by the County Council.

1.15 The provisions of this Part 3 apply on the basis that:

- 1.15.1 Ringfenced CIL Monies are payable to the County Council to meet the needs arising from the Development only and the County Council being satisfied that the needs arising from the Development have been met in combination with the Final Gap Payment; and
- 1.15.2 If no Ringfenced CIL Monies have been received by the trigger for payment of the Final Gap Payment, then the Final Gap Payment will be the total amount of the Top Up Contributions that would have otherwise been due to be paid by the Owner (subject to the refund provisions in paragraph 1.14 if Ringfenced CIL Monies are later received); and
- 1.15.3 Where there is a Funding Gap, the Final Gap Payment shall be due to be paid pursuant to schedule 3; and
- 1.15.4 The County Council shall apply any Ringfenced CIL Monies it receives from the Council pursuant to this deed towards the purpose for which the relevant Top Up Contribution it is to partly or wholly offset has been or would have been paid as specified in this deed.

## SCHEDULE 7

### Car Club

The Owner covenants with the Council as follows:

1. Not to Occupy or cause or permit Occupation of the Development until such time as:
  - (a) the Owner has entered into an agreement with a Car Club Operator operating in the vicinity of the Development to provide a minimum of 6 (six) Car Club Vehicles available to occupiers of the Development who become members of the Car Club
  - (b) the Owner has submitted to the Council for approval details of how it and/or the Car Club Operator will publicise the Car Club to potential occupiers and occupiers of the Development in accordance with paragraph 2 of this Schedule.
  - (c) the Owner has provided the Car Club Parking Spaces
  
2. Within 14 (fourteen) days of the first Occupation of each Dwelling to notify the Occupiers of that Dwelling of:
  - (a) the availability of the Car Club; and
  - (b) their entitlement to two (2) years free membership of the Car Cluband to notify the Council in writing that they have done so PROVIDED THAT the Owner shall not be required to notify the Council more than once every six months
  
3. To:
  - (a) give to the Council twenty eight (28) days' written notice prior to entering into an agreement with the Car Club Operator of the details of the agreement and to provide with such notice details of such Car Club Operator and the date of commencement of the Car Club;

- (b) provide all occupiers of the Development who request it free membership of the Car Club for two (2) years commencing on the date upon which they first Occupy the relevant Dwelling or the date upon which the Car Club commences operation if later;
  - (c) Not to Occupy more than and/not more than 25% of the Dwellings until the Car Club has been provided in accordance with this Deed
  - (d) Not to Occupy more than 85% of the Dwellings until the Car Club Parking Spaces have been transferred to the Management Company along with the transfer of Open Space pursuant to paragraph 3.7 of Schedule 2
4. If the Car Club Operator ceases to provide a Car Club to serve the Development and more than three (3) months remain of any two (2) year Car Club membership to use reasonable endeavours to enter into an agreement with a new Car Club Operator
- 5 To retain the Car Club Parking Spaces until such time as the Car Club ceases to operate at the Development or as otherwise agreed in writing with the Council.

## SCHEDULE 8

County Council Contributions included within the CIL Infrastructure List in order of contribution sought with the lowest numbers accorded with the largest request and therefore given the highest priority.

CIL Monies are to be passed by the Council to the County Council in order of priority.

<b>Order</b>	<b>Contribution as defined by the S106 Agreement Definitions</b>
1	Primary Education Contribution
2	Secondary Education Contribution
3	Secondary Education Land Contribution
4	Healthcare Contribution
5	SEND Contribution
6	SEND Land Contribution
7	Adult Social Care Contribution
8	Integrated Children's Services Contribution
9	Library Contribution
10	Community Learning and Skills Contribution

THE COMMON SEAL of )

**CANTERBURY CITY COUNCIL** )

Was affixed in the presence of: )

Authorised Signatory

THE COMMON SEAL of )

**THE KENT COUNTY COUNCIL** )

Was affixed in the presence of: )

Authorised Signatory

SIGNED AS A DEED by

**MARK DONALD CRICHTON MOUNT**

In the presence of:

Witness name: .....

Witness address: .....

.....

.....

Occupation: .....

SIGNED AS A DEED by

**ROSEMARY HELEN MOUNT**

In the presence of:

Witness name: .....

Witness address: .....

.....

.....

Occupation: .....

EXECUTED as a deed by  
**GLADMAN DEVELOPMENTS LIMITED**  
Acting by a director

.....  
Director

in the presence of:

Witness name: .....

Witness address: .....

.....

.....

Occupation: .....

**OR**

**EXECUTED** as a deed by  
**GLADMAN DEVELOPMENTS LIMITED**  
Acting by a power of attorney dated 23 October 2025:

Attorney

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(print name)*

\_\_\_\_\_  
*(position)*

In the presence of:

Signature of witness

Name (IN BLOCK  
CAPITALS)

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attorney

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(print name)*

\_\_\_\_\_  
*(position)*

In the presence of:

Signature of witness

Name (IN BLOCK  
CAPITALS)

Address

\_\_\_\_\_  
\_\_\_\_\_  
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