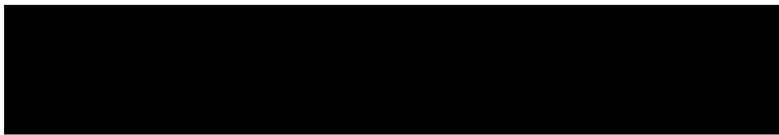


**PLANNING OBLIGATION SUMMARY**  
**Land at Evenhill, Littlebourne**  
**2020-034 (GAHI)**

<b>DATE OF DEED</b>	TBC
<b>PARTIES</b>	<p>Canterbury City Council (the LPA) (in the s106 'the Council')</p> <p>The Kent County Council (the County Council)</p> <p></p> <p>Gladman Developments Limited (the Promoter)</p>
<b>ENFORCING AUTHORITY</b>	The Council for LPA functions and the County Council for county functions
<b>LAND BOUND BY OBLIGATIONS</b>	<p>Land at Manor Farm, Bekesbourne Lane, Littlebourne, Canterbury – registered under title number K914209 (part)</p> <p>Edged red on the Plan</p>
<b>PLANNING APPLICATION REFERENCE</b>	CA/23/00484
<b>APPEAL REFERENCE</b>	APP/J2210/W/25/3373183
<b>OBLIGATIONS TO BE PERFORMED PRE-COMMENCEMENT OF DEVELOPMENT TO BOTH COUNCILS</b>	<ul style="list-style-type: none"> <li>• To pay to the Council and County Council legal fees (Clause 6.1)</li> <li>• Provide 10 days' written notice to the Council and County Council of any change in ownership (Clause 6.3)</li> </ul>
<b>OBLIGATIONS TO BE PERFORMED PRE-COMMENCEMENT OF DEVELOPMENT TO LPA</b>	<ul style="list-style-type: none"> <li>• Notice of Commencement of Development (Schedule 2 para 1.1)</li> <li>• Submit for approval – <ul style="list-style-type: none"> <li>○ Open Space Works Specification (Schedule 2 para 3.1)</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Management Plan (Schedule 2 para 3.1)</li> <li>○ SUDS Scheme (Schedule 2 para 4.1)</li> <li>○ Affordable Housing Scheme (Schedule 2 para 5.1)</li> <li>• Submit evidence of formation of a Management Company (Schedule 2 para 3.2)</li> </ul>
<p><b>OBLIGATIONS TO BE PERFORMED PRE-COMMENCEMENT OF DEVELOPMENT – TO COUNTY COUNCIL</b></p>	<ul style="list-style-type: none"> <li>• Notice of the Commencement of Development (Schedule 3 para 1.1)</li> <li>• To pay to the Council Monitoring Fee (£900 Index Linked, calculated at £300 per trigger event) (Schedule 3 para 2.13)</li> </ul>
<p><b>CONTRIBUTIONS TO BE PAID</b></p>	<p><b>TO THE LPA (Schedule 2 paras 2.1 to 2.3):</b></p> <p><b>Healthcare Contribution</b> Amount calculated by formula £360 per person generated by Dwellings (according to a table) payable in instalments of 25% at first Occupation; 50% at 50% Occupation and balance at 75% Occupation (subject to Council obligations at paragraphs 1.6 and 1.7 of Schedule 5)</p> <p><b>Network Rail Contribution</b> Amount £18,000 payable in instalments of 25% at first Occupation, 50% at 50% Occupation and balance at 75% Occupation</p> <p><b>Off Site Sports Contribution</b> Amount £256,717.86 payable in instalments of 25% at first Occupation, 50% at 50% Occupation and balance at 75% Occupation</p> <p><b>All Council Contributions are Index Linked (Clause 10.1)</b></p> <p><b>TO THE COUNTY COUNCIL (Schedule 3):</b></p> <p><b>Payment of County Contributions are subject as stated in paragraph 2.1 of Schedule 3.</b> <b>Any that are identified as covered by CIL by the Inspector under clause 3.1.3 and to be ringfenced are payable only to the extent required by notice as a Final Gap Payment.</b></p>

	<p><b>Those already identified as not covered by CIL are the County Monitoring Fee, Public Rights of Way Contribution, Travel Plan Contribution and Waste Contribution which will remain payable regardless of ringfencing</b></p> <p><b>Adult Social Care Contribution</b> Amount £108.88 per Dwelling (Maximum £54,264) payable at 50% Occupation (paragraphs 2. 2)</p> <p><b>Community Learning and Skills Contribution</b> Amount £34.21 (maximum £10,263) payable at 50% Occupation (paragraph 2.3)</p> <p><b>Integrated Children’s Services Contribution</b> Amount £74.05 per Applicable Dwelling(maximum £22,215) payable at 50% Occupation (paragraph 2.4)</p> <p><b>Library Contribution</b> Amount £62.63 per Dwelling (maximum £18,789) payable at 50% Occupation (paragraph 2.5)</p> <p><b>Primary Education Contribution</b> Amount £6832.28 per Applicable House and £1707.53 per Applicable Flat (maximum £2,049,684) payable in two equal instalments at 25% and 50% Occupation (paragraph 2.6)</p> <p><b>Secondary Education Contribution</b> Amount £5587.19 per Applicable House and £1396.80 per Applicable Flat (maximum £1,676,157) Payable at 50% Occupation (paragraph 2.7)</p> <p><b>Secondary Education Land Contribution</b> Amount £5037.86 per Applicable House and £1257.47 per Applicable Flat (maximum £1,511,358) Payable at 50% Occupation (paragraph 2.8) Note the proviso to the definition includes the ability to adjust in line with land value or cost of transfer</p> <p><b>SEND Contribution</b></p>
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	<p>Amount £559.83 per Applicable House and 139.96 per Applicable Flat (maximum £167,949) Payable at 50% Occupation (paragraph 2.9)</p> <p><b>SEND Land Contribution</b> Amount £456.44 per Applicable House and £112-04 per Applicable Flat (maximum £136,932) Payable at 50% Occupation (paragraph 2.10) Note the proviso to the definition includes the ability to reduce in line with land value or cost of transfer</p> <p><b>Public Rights of Way Contribution</b> Amount £30,000 Indexed to General Building Cost Index from May 2023 Payable on first Occupation (paragraph 2.11)</p> <p><b>Waste Disposal Contribution</b> Amount £52 per Dwelling (maximum £15,600) Payable on 50% Occupation (paragraph 2.12)</p> <p><b>County Monitoring Fee</b> Amount £300 per trigger event (maximum £900) Payable on Commencement as above (paragraph 2.13)</p> <p><b>Travel Plan Contribution</b> Amount £948 Index linked from Q1 2026 Payable on first Occupation (paragraph 2.14)</p> <p><b>Final Gap Payment</b> To be calculated by formula (see paragraphs 1.12 and 1.13 of Schedule 6) and payable at 75% Occupation where CIL Monies have not met the cost of a project (paragraph 4)</p> <p><b>All County Contributions are Index Linked to the All In Tender Price Index from Q1 2022 unless otherwise stated (Clause 10.2)</b></p>
<p><b>AFFORDABLE HOUSING OBLIGATIONS</b></p>	<p>(Schedule 2 paragraphs 5.2-5.3)</p> <ul style="list-style-type: none"> <li>• Percentage - 30% of Dwellings</li> <li>• Tenure split – 70% Affordable Rented and/or Social Rented and 30% Intermediate Housing</li> </ul>

	<ul style="list-style-type: none"> <li>• Affordable Housing Scheme (per Phase) to be submitted for approval before Commencement of Development (paragraph 5.1)</li> <li>• Construction to be in accordance with the Planning Permission (paragraph 5.2.1)</li> <li>• Restrictions on Occupation: of more than 25% Market Housing Units (per Phase) until 25% Affordable Housing Units are constructed and transferred to a Registered Provider; of more than 50% Market Housing Units until 50% Affordable Housing Units are constructed and transferred to a registered Provider ; and of more than 75% Market Housing Units until all Affordable Housing Units are constructed and transferred to a Registered Provider (paragraphs 5.2 to 5.4)</li> <li>• Use restricted to use for Affordable Housing (paragraph 5.6) with usual exceptions</li> <li>• Affordable Housing cascade to apply if Inspector determines it to be a material consideration (paragraph 5.7) and this will enable a revised Affordable Housing Scheme to be agreed with the Council in the event that marketing has not produced a Registered Provider to take on the Affordable Housing (paragraph 5.9)</li> </ul>
<p><b>CAR CLUB (LPA)</b></p>	<p>(Schedule 7 paragraph 1)</p> <ul style="list-style-type: none"> <li>• Not to Occupy until: <ul style="list-style-type: none"> <li>○ An agreement with a Car Club Operator has been entered into to provide a minimum of 6 Car Club Vehicles;</li> <li>○ Submission of details of how it and/or the Car Club Operator will publicise the Car Club to Occupiers for approval (paragraph 2)</li> <li>○ The Car Club Parking Spaces have been provided</li> </ul> </li> </ul> <p>(Schedule 7 paragraph 3)</p> <ul style="list-style-type: none"> <li>• To give the Council 28 days' notice before entering an agreement with the Car Club Operator and provide the details of the agreement, Car Club Operator and the date of commencement of the Car Club</li> <li>• Provide 2 years' free Car Club membership to Occupiers</li> </ul>

	<ul style="list-style-type: none"> <li>• Not to Occupy more than 25% of Dwellings until the Car Club has been provided</li> <li>• Not to Occupy more than 85% of the Dwellings until the Car Club Parking Spaces have been transferred to the Management Company</li> </ul> <p>(Schedule 7 paragraph 5)</p> <ul style="list-style-type: none"> <li>• To retain the Car Club Parking Spaces until the Car Club ceases to operate at the Development or otherwise agreed in writing</li> </ul>
<b>TRAVEL VOUCHERS (County Council)</b>	<p>Schedule 3 paragraph 3</p> <ul style="list-style-type: none"> <li>• Provide Travel Voucher Scheme Detail before first Occupation</li> <li>• Provide a Travel Voucher to first Occupier of each Dwelling</li> <li>• Travel Voucher Scheme to provide Travel Vouchers of £400 per Dwelling</li> </ul>
<b>OPEN SPACE AND PLAY AREA (LPA)</b>	<p>(Schedule 2 paragraph 3)</p> <ul style="list-style-type: none"> <li>• Time for approval of scheme including Management Plan – Commencement of Development as above (paragraph 3.1)</li> <li>• Trigger for delivery – 75% Occupation per Phase of Development (paragraph 3.3)</li> <li>• Transfer to Management Company – 85% Occupation (paragraph 3.7)</li> <li>• NEAP and 2 x LEAPS (see definitions of Open Space and Play Area)</li> <li>• Requirement for plot purchasers to contribute to Management Company costs of maintaining the Open Space (paragraph 3.7)</li> </ul>
<b>SUDS (LPA)</b>	<p>Schedule 2 paragraph 4</p> <ul style="list-style-type: none"> <li>• Time for approval of scheme – prior to Commencement of Development (paragraph 4.1)</li> <li>• Trigger for delivery – in accordance with approved scheme (paragraph 4.2)</li> <li>• Transfer to Management Company – 85% Occupation (paragraph 4.6)</li> <li>• Requirement for plot purchaser to contribute to Management Company costs of maintaining the SUDS (paragraph 4.7)</li> </ul>
<b>COUNCIL OBLIGATIONS</b>	Schedule 5

	<ul style="list-style-type: none"> <li>• To use contributions in accordance with the deed (paragraph 1.1) and to repay if unused after 10 years (paragraph 1.5)</li> <li>• To reduce/repay the Healthcare Contribution if covered by CIL Monies (paragraphs 1.6 and 1.7)</li> <li>• If ringfencing is brought into effect by the Inspector, to ringfence CIL Monies applicable to County Contributions and pass on to the County Council (paragraph 2)</li> </ul>
<b>COUNTY COUNCIL OBLIGATIONS</b>	<p>Schedule 2</p> <ul style="list-style-type: none"> <li>• To use County Contributions in accordance with the deed (paragraphs 1.1 to 1.8) and repay if not so used (paragraph 1.10)</li> <li>• To adjust (by reduction or repayment) the Secondary Education Land Contribution and the SEND Land Contribution once the County Council have acquired relevant land (paragraph 1.11)</li> <li>• To adjust County Contributions according to Ringfenced CIL Monies received from the Council (paragraphs 1.12 to 1.15) so as to receive the Final Gap Payment only in the event that the Inspector applies Ringfencing Obligations – see Blue Pencil provisions below</li> </ul>
<b>RELEASE CLAUSE</b>	<ul style="list-style-type: none"> <li>• Standard provisions for obligations not to apply after disposal (except for antecedent breaches) (Clause 3.2.2)</li> <li>• Standard Owner/Occupier (subject to exceptions) and Statutory Undertaker non enforcement provisions (Clause 3.4)</li> </ul>
<b>BLUE PENCIL</b>	<ul style="list-style-type: none"> <li>• In the event that the Inspector considers an obligation is not CIL compliant he may state in the Decision Letter that it shall cease to have effect (Clause 3.1.2)</li> <li>• The Inspector is requested to identify those County Contributions at clause 3.1.3 that are covered by CIL and should be ringfenced and to apply Ringfencing Obligations (Clause 3.1.3)</li> <li>• The Inspector is requested to state in the Decision Letter that paragraphs 5.8 to 5.13 of Schedule 2 shall apply to enable a revised Affordable Housing Scheme to be agreed (Schedule 2 paragraph 5.7)</li> </ul>

**PAYMENT OF LPA/COUNTY COSTS**

Payable on completion of the deed (Clause 6.1)