

DATE:

12th July.

2024

DOVER DISTRICT COUNCIL

and

THE KENT COUNTY COUNCIL

and

WINGHAM HERITAGE LIMITED

and

STAPLE ROAD ESTATES LIMITED

PLANNING OBLIGATION BY DEED OF AGREEMENT

Pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Relating to the development of
land at Footpath Field, Staple
Road, Wingham, Canterbury
DOV/23/00976

THIS DEED is made the

12th

day of

July,

2024

PARTIES

- (1) DOVER DISTRICT COUNCIL ("the District Council") of White Cliffs Business Park, Dover, Kent, CT16 3PJ
- (2) THE KENT COUNTY COUNCIL ("the County Council") of Sessions House, County Hall, Maidstone, Kent ME14 1XQ
- (3) WINGHAM HERITAGE LIMITED ("the Owner") (company number 11832378) whose registered office address is at 12 Edenfield Gardens, Worcester Park, KT4 7DT
- (4) STAPLE ROAD ESTATES LIMITED ("the Option Holder") (Incorporated in the Isle of Man) care of Dandara Group Head Office, Isle of Man Business Park, Cooil Road, Braddan, IM2 2SA, Isle of Man

RECITALS

- 1 The Owner is the freehold owner of the Land being land registered under the Title.
- 2 The District Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated.
- 3 The County Council is the County Planning Authority and the Local Education Authority and is the statutory authority responsible for education, local highways, libraries, integrated children's services, community learning, waste and adult social care for the area within which the Land is situated and the appropriate statutory body to enforce this Deed and the covenants made to it for the purposes of Section 106 of the Act.
- 4 The Option Holder has an option to purchase the Land contained in an Option Agreement dated 19 March 2021 made between (1) Wingham Heritage Limited and (2) Staple Road Estates Limited and enters into this Deed to consent to the Land being bound by this Deed.
- 5 The Planning Application has been submitted to the District Council seeking permission to undertake the Development and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed, the need for which would not be generated but for the Development.
- 6 The District Council resolved on 25 January 2024 to grant planning permission to carry out the Development subject to the prior completion of this Deed and the conditions to which the Planning Permission is expressed to be subject.
- 7 The parties hereto have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed, the need for which would not be generated but for the Development and the Owner agrees that the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) are met.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed the following words and phrases shall have the following meanings:

“the Act”	means the Town and Country Planning Act 1990 as amended
“Additional First Homes Contribution”	<p>the sum to be paid by the Owner to the District Council pursuant to paragraph 4.13 of the First Schedule of this Deed in lieu of the provision of all or any of the First Homes as specified by the District Council and which shall be the lower of the following two amounts:</p> <p>(a) 30% of the proceeds of sale; and</p> <p>(b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.</p>
“Adult Social Care Contribution”	means the sum of £12,842.48 (twelve thousand eight hundred and forty-two pounds and forty-eight

pence) towards the provision of specialist care accommodation, assistive technology systems and equipment to adapt homes, adapting community facilities, sensory facilities and Changing Places within the district of Dover

“Affordable Housing”

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

“Affordable Housing Contract”

a contract between the Owner and a Registered Provider for the provision of Affordable Rented Housing, or Shared Ownership Housing within the Development which includes the terms set out in paragraph 3.6 of the First Schedule of this Deed or such other terms as are agreed between the Owner and the Registered Provider.

“Affordable Housing Scheme”

means the scheme for the provision of Affordable Housing as detailed in drawing numbers 8888_004B (Tenure Plan); 8883_005C (Unit size Plan); and 8883_006D (Unit Type Plan) appended at Appendix 3 which specifies:

- (a) the number size tenure and mix of the Affordable Housing within the Development;
- (b) the location and distribution of the Affordable Housing;
- (c) details of how the proposed design of the Affordable Housing will ensure that the Affordable Housing is materially indistinguishable (in terms of outward design and appearance) from the Market Housing Units of similar size

within the Development;

as may be amended from time to time with the written agreement of the Council

“Affordable Housing Units”

those Dwellings which are to be provided as either Affordable Rented Housing Units or Shared Ownership Housing Units.

“Affordable Rented Housing Units”

the Affordable Housing Units to be occupied as Affordable Rented Housing in accordance with the terms of this Deed.

“Affordable Rented Housing”

Affordable Housing let by a local authority or private Registered Provider of social housing to households where the rent level is capped at 80% of the local market rent (including any service charges, where applicable) and within local housing allowance (LHA) rates.

“Armed Services Member”

- a) a member of the Royal Navy, the Royal Marines, the British Army or the Royal Air Force;
- b) a former member of the above within the five years before the purchase of the First Home;
- c) a divorced or separated spouse or civil partner of a member or former member of the above; or
- d) a spouse or civil partner of a deceased member or former member of the above whose death was caused wholly or partly by their service.

“Commencement of the Development”

means the Development on the Land by the carrying out of a material operation pursuant to the Planning Permission within the meaning of section 56(4) of the Act save that for the purposes of this Deed and for no other purpose operations consisting of:

- (a) site clearance
- (b) demolition work
- (c) archaeological investigations
- (d) investigations for the purpose of assessing ground conditions
- (e) remedial work in respect of any contamination or other adverse ground conditions
- (f) diversion and laying of services
- (g) erection of temporary means of enclosure
- (h) the temporary display of site notices or advertisements

shall not amount to Commencement of the Development and all references to Commencement shall be construed accordingly

“Community Learning Contribution”

means the sum of £2428.91 paid as a contribution towards additional equipment and resources for Adult Education Centres and outreach provision serving the Development

“Compliance Certificate”

the certificate issued by the District Council confirming that a First Home is being Disposed of to a purchaser meeting the Eligibility Criteria (National) and, unless paragraph 4.4 of the First Schedule of this Deed applies, the Eligibility Criteria (Local).

“the County Council Costs”

means the contribution to the County Council's proper and reasonable legal, officer and administrative costs for the preparation and execution of this Deed

“County Council Index”

means the All-In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors from Q1 2022 or such other index as the County Council may reasonably nominate in the event that the All-In Tender Price Index shall no longer be published or its name or methodology be materially altered

"County Council Monitoring Fee"

the sum of £600 (being £300 per trigger) as a contribution towards the County Council's costs of monitoring compliance with this Deed

"Deal and Sandwich Non-Selective Planning Group"

means Goodwin Academy and Sandwich Technology School and any other secondary school falling within such group as set out in the County Council's annual Commissioning Plan for Education Provision in Kent (or successor document)

"the Development"

the development of the Land by the erection of 71 Dwellings including affordable housing with associated access, infrastructure, drainage, public open space and landscaping and associated infrastructure for use in the manner set out in the Planning Application

"Dover Selective Planning Group "

means Dover Boys Grammar, Dover Girls Grammar and Sir Roger Manwood's Grammar and any other Secondary school falling within such group as set out in the County Council's annual Commissioning Plan for Education Provision in Kent (or successor document)

"Discount Market Price"

a sum which is the Market Value discounted by 30%.

"Disposal"

a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

- (a) a letting or subletting in accordance with paragraphs 5.2 and 5.3 of the First Schedule
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for Occupation except where the transfer is to a First Homes Owner
- (c) an Exempt Disposal.

and "Disposed" and "Disposing" shall be construed accordingly.

"the Disputes Resolution Procedure"

means the procedure referred to in clause 13 and set out in the Fifth Schedule hereto

"the District Council's Costs"

means the sum of £1210 being the agreed contribution to the District Council's proper and reasonable legal and administrative costs for the preparation, execution and registration of this Deed

"the Draft Conditions"

means the draft conditions to be attached to the Planning Permission set out in Appendix 1 to this Deed

"Dwelling"

means a residential unit constructed on the Land pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

"Eligibility Criteria (Local)"

criteria (if any) published by the District Council at the date of the relevant Disposal of a First Home which are met in respect of a Disposal of a First Home if:

- (a) the purchaser's annual gross income (or, in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any) and;
- (b) any or all of the following criteria are met:
 - (i) the purchaser meets the Local Connection Criteria (or, in the case of a joint purchase, at least one of the joint purchasers meets the Local Connection Criteria);
 - (ii) the purchaser is (or, in the case of a joint purchase, at least one of the joint purchasers is) an Armed Services Member
 - (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker

it being acknowledged that at the date of

this Agreement the District Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home

“Eligibility Criteria (National)”

criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or, in the case of a joint purchase, each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or, in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

“Exempt Disposal”

the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner on the death of the First Homes Owner;
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;
- (c) a Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order divorce settlement or other legal agreement or order on divorce, annulment or dissolution of the marriage or civil partnership, or the making of a nullity separation or presumption of death order; and
- (d) a Disposal to a trustee in bankruptcy before sale of the First Home.

“First Home”

a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap

“First Homes Owner”

the person or persons having the freehold or leasehold interest in (as applicable) a First Home other than:

- (a) the Owner;

- (b) another owner/developer or other entity to which the freehold interest or leasehold interest in a First Home, or the land on which a First Home is to be provided, has been transferred before that First Home is made available and is Disposed of for Occupation as a First Home; and
- (c) the tenant or subtenant of a permitted letting under paragraphs 5.2 and 5.3 of the First Schedule.

“First Time Buyer”

as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003.

“Head of Planning and Development”

means the officer of the District Council from time to time that is responsible for planning, regeneration and economic development

“Healthcare Contribution”

means the sum of £66,996 (sixty-six thousand nine hundred and ninety-six pounds) paid as a contribution towards the refurbishment, reconfiguration and/or extension of existing general practice and other healthcare premises covering the area within which the Development is situated or new premises for general practice or healthcare services provided in the community in line with the healthcare infrastructure strategy for the area

“Homes England”

Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part 2 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) or any successor organisation.

“Immediate Family”

one or more of the parents, child, children, siblings or other relationship where it can be demonstrated to the satisfaction of the District Council that there is a genuine need to give or receive support or that the person or persons could normally be expected to reside together

“Income Cap (National)”

eighty thousand pounds (£80,000.00) or such income cap as the Secretary of State may publish from time to time and is in force at the time of the relevant Disposal of the First Home.

“Income Cap (Local)”

such local income cap as may be published from time to time by the District Council and is in force at the time of the relevant disposal of the First Home (it being acknowledged that at the date of this Deed the District Council has not set an Income Cap (Local))

“the Index”

means the “all Items” index figure of the Index of Retail Prices published by the Office for National Statistics or such other index as the District Council may reasonably nominate in the event that the Index of Retail Prices shall no longer be published or its name or methodology be materially altered

“Integrated Children’s Services Contribution”

means the sum of £5,257.55 (five thousand two hundred and fifty-seven pounds and fifty-five pence) towards the provision of additional equipment and resources for the Integrated Children’s Services in the district of Dover including outreach provision

“Interest”

interest at 4 per cent above the base rate of the Bank of England from time to time

“the Land”

means the land known as Footpath Field, Staple Road, Wingham, Canterbury against which this Deed may be enforced as shown more particularly edged red on the attached Plan

“the Library Contribution”

means the sum of £4,446.73 paid as a contribution toward the provision of additional resources, equipment and stock (including reconfiguration of space) at local libraries serving the development including Ash Library, Sandwich Library and Aylesham Library

“Local Connection Criteria”

means such local connection criteria as the District Council may publish from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant Disposal of the First Home. Any such replacement criteria in operation at the term of the relevant Disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that Disposal.

“Local Connection”

means a connection with the Principal Parish or Neighboring Parish as appropriate as demonstrated by that person or the person's Immediate Family to the reasonable satisfaction of the District Council through (a) being a current permanent resident and having been so for a continuous period of three years or (b) having been permanently resident therein for a continuous period of at least four out of the last five years

“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 the Open Space

“Management Plan”

means a scheme to be submitted to and approved in writing by the District Council, h identifies:

- (i) the future management and maintenance requirements of the Open Space
- (ii) the proposed ongoing maintenance operations for the Open Space, specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Open Space
- (iii) the proposed means of funding the ongoing maintenance and management of the Open Space in accordance with the Management Plan by the Owner and the

Management Company

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

as may be amended from time to time with the written agreement of the Council

“Market Housing Unit”

means any Dwelling which is not Affordable Housing

“Market Value”

the open market value as assessed by a Valuer of a Market Housing Unit as confirmed to the District Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standard (January 2014 or any replacement guidance).

“Monitoring Fee”

means the sum of £236 paid as a contribution towards the costs of the District Council monitoring the compliance of the Development with the terms of this Deed

“Mortgagee”

any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home (including Sharia-compliant finance).

“Neighbouring Parishes”

the Parishes of Goodnestone, Staple and Preston (or any of them) in the County of Kent each as defined by their administrative boundaries from time to time

“Nominations Agreement”

an agreement between the District Council and the Registered Provider setting out the selection and prioritisation of tenants and Occupiers of the Shared Ownership Housing Units and the Affordable Rented Housing Units which shall include a mortgagee exclusion clause in the form set out in paragraph 6.2 of the First Schedule of this Deed or as is otherwise agreed with the

Registered Provider.

“Occupation”

means occupation for any purpose permitted by the Planning Permission but does not include occupation by personnel engaged in the construction fitting-out or decoration or occupation for marketing or display or occupation in relation to security operations of any part of the Development and for the avoidance of doubt in the case of a sale of a freehold or long leasehold interest in a Dwelling to a third party Occupation commences on the date of legal completion of the sale rather than exchange of contracts and "Occupy" "Occupier" "Occupiers" and "Occupied" shall be construed accordingly

“the Open Space”

means the informal open space and landscaping including the Play Area for use by the general public to be provided on the Land 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 agreed in writing between the Owner and the District Council before the Commencement of the Development as may be amended from time to time with the written agreement of the Council

“Outdoor Sports Contribution”

means the sum of £59,158 (fifty-nine thousand one hundred and fifty-eight pounds) as a contribution towards improvements to the cricket square and changing facilities at Wingham Recreation Ground

“Plan”

means drawing number 8883_000A attached to this Deed

“the Planning Application”

means the application for full planning permission to carry out the Development on the Land and given the District Council's



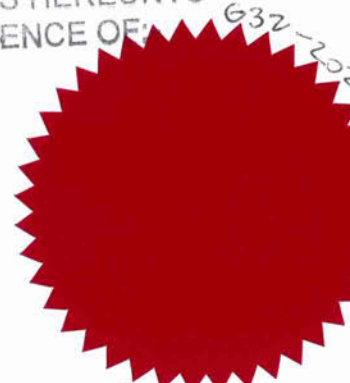
12,339.
Harvey Ridel

LEGEND

Red line boundary
3.58 ha / 8.85 acres

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

[Signature]
Authorised Signatory



[Signature]
[Signature]
[Signature]

REV. DESCRIPTION

APP. DATE

LD A DESIGN

PROJECT TITLE
Footpath Field, Wingham

DRAWING TITLE
Site Location Plan

ISSUED BY	London	T: 020 7467 1470
DATE	02/08/2023	DRAWN JS
SCALE@A3	1:2500	CHECKED PL
STATUS	Planning	APPROVED PL

DWG. NO 8883_000A

No dimensions are to be scaled from this drawing.
All dimensions are to be checked on site.
Area measurements for indicative purposes only.

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Sources Ordnance Survey



reference number **DOV/23/00976**

“the Planning Permission”

means the planning permission to be granted by the District Council pursuant to the Planning Application

“the Play Area”

means a local equipped area for play for use by the general public to be provided on the Land in accordance with the Planning Permission

“Practical Completion”

means the stage reached when the construction of a First Home is sufficiently complete that, where necessary a certificate of practical completion can be issued and it can be Occupied and the term “Practically Complete” and “Practically Completed” shall be construed accordingly

“Price Cap”

means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State

“Principal Parish”

the Parish of Wingham in the County of Kent as defined by its administrative boundaries at the date of this agreement

“Primary Education Contribution”

means the sum of £351,828.10 (three hundred and fifty-one thousand eight hundred and twenty-eight pounds and ten pence towards the expansion of primary schools in the Ash and Wingham Planning Group

“Ash and Wingham Planning Group”

means Ash Cartwright and Kelsey CE Primary School, Goodnestone CE Primary School, Preston Primary School and Wingham Primary School and any other primary school falling within such group as set out in the County Council's annual Commissioning Plan for Education

Provision in Kent (or successor document)

“Protected Tenant”

means any tenant who:

- a) 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
- b) has exercised any statutory right to buy (or any equivalent contractual right, including a preserved right to buy) in respect of an Affordable Housing Unit, or
- c) 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

“Registered Provider”

any company or organisation whose aim or function includes the provision and management of Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) which is registered or eligible for registration under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision).

“Regulator”

means Homes England or the Regulator of Social Housing established pursuant to Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

“SDLT”

Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect

“Secondary Education Contribution”

means the sum of £363,167.35 (three hundred and sixty-three thousand one hundred and sixty-seven pounds and thirty-five pence) paid as a contribution towards the expansion of secondary schools in the Deal and Sandwich Non-Selective Planning Group and Dover Selective Planning Groups

“Secretary of State”

the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and any successor in function.

“SEND Contribution”

means the sum of £36,388.95 (thirty-six thousand three hundred and eighty-eight pounds and ninety-five pence) towards the provision of additional Special Educational Needs and Disabilities places (SEND) places and/or SEND facilities to serve the Development within the district of Dover

“Serviced Condition”

the relevant property:

- (a) has proper connections to or within its boundary to connect it to surface water drainage facilities and to mains foul drainage, water, gas, electricity and telecommunications; and
- (b) enjoys direct access to the public highway or a roadway constructed to adoptable standards (connecting to the public highway).

Each condition must be adequate for the purpose of its prospective use.

“Shared Ownership Housing”

housing which is part sold, part let to eligible households in accordance with the terms of a Shared Ownership Lease.

“Shared Ownership Lease”

a lease in the form of the Homes England's model shared ownership lease published in the Homes England Capital Funding Guide in force from time to time

“Shared Ownership Housing Units”	the Affordable Housing Units to be Occupied as Shared Ownership Housing under a Shared Ownership Lease in accordance with the terms of this Deed.
“Sports Hall Contribution”	means the sum of £34,638 (thirty-four thousand six hundred and thirty-eight pounds) towards the provision of a new sports hall at Aylesham Welfare Club
“Statutory Undertakers”	means statutory undertakers as defined in Article 2 of the Town and Country Planning (General Permitted Development) Order 2015.
“Swimming Pool Contribution”	means the sum of £38,087 (thirty-eight thousand and eighty-seven pounds) towards the refurbishment and/or redevelopment of the swimming facilities at Tides Leisure Pool in Deal
“Title”	means title number K194564 registered at HM Land Registry
“Trigger Date”	means each date upon which a Trigger Event occurred
“Trigger Event”	an event that triggers a payment of any sum by the Owner and/or the coming into effect of any other obligation under this Deed
“Valuer”	a Member or Fellow of the Royal Institution of Chartered Surveyors being a registered valuer appointed by the First Homes Owner and acting in an independent capacity.
“Waste Contribution”	means the sum of £3,692.00 (three thousand six hundred and ninety-two pounds) towards improvements to Dover Household Waste & Recycling Centre
“Working Day”	means any date from Monday to Friday (inclusive) which is not Christmas Day,

Good Friday a statutory bank holiday or
public holiday in England

2. CONSTRUCTION OF THIS DEED

- 2.1. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions.
- 2.2. In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment for the time being in force and shall include all statutory instruments directions orders regulations plans permissions or byelaws for the time being made issued or given under the statute or deriving validity from it.
- 2.3. Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 2.4. Words importing persons include companies corporations and firms and vice versa.
- 2.5. Unless the context otherwise requires words importing the singular shall include the plural and vice versa.
- 2.6. Headings are for ease of reference only and shall not be construed as part of this Deed.
- 2.7. Reference to any recital clause schedule or paragraph (or any part of them) shall (unless the context otherwise requires) be reference to a recital clause schedule or paragraph (or any part of them) in this Deed.
- 2.8. Wherever there is more than one person named as a party or where more than one party undertakes an obligation all their obligations shall be enforceable against all of them jointly and/or against each individually unless there is an express provision otherwise.
- 2.9. Any covenant by a party to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person.

3. STATUTORY PROVISIONS

- 3.1. This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2. All the covenants restrictions and requirements contained herein create planning obligations pursuant to Section 106 of the Act and are entered into by the Owner to the intent that it shall bind the Owner and their successors in title to each and every part of the Land and their assigns and shall be enforceable by the District Council and the County Council against the Owner.

4. CONDITIONALITY

This Deed is conditional on:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of clauses: 1,2, 3, 4, 5.3.1, 5.4, 8.3, 8.7, 8.8, 12, 13, 15 and any obligations in this Deed expressly requiring compliance prior to the Commencement of Development which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S/OPTION HOLDER'S COVENANTS

- 5.1. The Owner covenants with the District Council to observe the restrictions and perform the obligations set out in the First Schedule.
- 5.2. The Owner covenants with the County Council to observe the restrictions and perform the obligations set out in the Second Schedule.
- 5.3. The Owner covenants with the District Council and separately with the County Council:
 - 5.3.1. to give notice to both the District Council and the County Council of the date of the Commencement of the Development not less than 14 (fourteen) days before such date occurs ("the Commencement Notice")
 - 5.3.2. not later than 14 (fourteen) days after any Trigger Date to notify the District Council and the County Council of the date and the event that occurred on the Trigger Date
 - 5.3.3. to retain such records and information and within 14 (fourteen) days of a written request by the District Council to provide the District Council with such records and information as the District Council reasonably request to enable the District Council to satisfy itself that the Owner is complying with all their obligations under this Deed and the conditions to be attached to the Planning Permission.
- 5.4. The Option Holder consents to the Land being bound by this Deed and covenants with the District Council and separately with the County Council:
 - 5.4.1. to pay the District Council's Costs on the completion of this Deed.
 - 5.4.2. to pay the County Council's Costs and the County Council Monitoring Fee on the completion of this Deed.

6. THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner to perform the obligations set out in the Third Schedule.

7. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner to perform the obligations set out in the Fourth

Schedule.

8. MISCELLANEOUS

- 8.1. No person shall be liable for a breach of any of the planning obligations or other provisions of this Deed after they have irrevocably parted with all their interest in the Land or in the part of the Land in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.2. This Deed shall determine and cease to have effect (insofar 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 if the Planning Permission expires prior to the Commencement of Development.
- 8.3. If the District Council agrees pursuant to an application by the Owner under Section 73 or 73A of the Planning Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal by the Owner under Section 78 of the Planning Act then unless agreed otherwise in writing between the District Council and the Owner this Agreement shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 or 73A or 78 of the Planning Act and the covenants or provisions in this Agreement shall be deemed to be accordingly modified to correspond to any such varied permission
- 8.4. Any notice consent or approval to be given under this Deed shall be in writing and shall be deemed to be served if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the relevant party as described in this Deed or such other address as shall have been notified in writing to the party giving the notice consent or approval and in the case of a notice to be served on the District Council it should be addressed to the Head of Planning and Development quoting reference: DOV/23/00976 and in the case of the County Council marked for the attention of the Office of the General Counsel quoting reference: KEN002:001392 with copy to developer.contributions@kent.gov.uk
- 8.5. Where any approval consent directions action or authority is required to be given by any of the parties hereto such approval consent directions action or authority shall (unless otherwise stated) not be unreasonably delayed or withheld and shall only be effective if given in writing signed by or on behalf of the relevant party and given for the purposes of this Deed.
- 8.6. If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.
- 8.7. This Deed is a Local Land Charge and shall be registered as such by the District Council.
- 8.8. Nothing contained or implied in this Deed shall fetter prejudice or affect the rights discretions powers duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise

of their functions as a local authority.

- 8.9. No variation or modification of this Deed shall be valid unless made by Deed and executed by all the parties or their respective successors, but not including owners of individual Dwellings, Statutory Undertakers and Registered Providers.
- 8.10. This Deed does not nor is intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 8.11. Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.
- 8.12. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 8.13. This Deed shall not be enforceable against owner-occupiers or tenants of individual Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them or their mortgagees, except in respect of the First Schedule paragraphs 2.8 (i) and 2.8 (ii) and the relevant First Homes provisions in paragraphs 4 and 5 of the First Schedule 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.
- 8.14. This Deed shall not be enforceable against Statutory Undertakers holding land for their operational purposes.
- 8.15. Except for the obligations in paragraph 3 of the First Schedule, this Deed shall not be enforceable against any Registered Provider or their mortgagees or chargees.
- 8.16. This Deed shall not be enforceable against a Mortgagee of any interest in the Land or part of it unless that Mortgagee takes possession of the Application Site or part of it in which case the Mortgagee shall be bound by the obligations in relation to the part of the Land in which it has an interest while it is a mortgagee in possession, but not in relation to any antecedent breach.
- 8.17. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission including any new permission granted pursuant to an application by the Owner under Section 73 or 73A of the Act) granted (whether or not on appeal) after the date of this Deed.
- 8.18. 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 relevant contribution or payment under the provisions of this Deed then on such receipt the County Council may credit such contribution or 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 shall be treated as being immediately expended by the County Council for the purpose for which the forward-funding was expended.

9. WAIVER

No waiver (whether express or implied) by the District Council or the County Council

or the Owner of any breach or default by another party in performing or observing any of the covenants and terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council or the Owner from enforcing any of the said terms or conditions which they are entitled to enforce or from acting upon any subsequent breach or default in respect thereto by that party.

10 INDEXATION

Any sums which become payable to the District Council under this Deed (other than the District Council's Costs) shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable. Any sums which become payable to the County Council under this Deed (other than the County Council's Costs) shall be increased by an amount equivalent to the increase in the County Council Index from Q1 2022 until the date on which the sum is paid.

11. OVERDUE PAYMENT

In the event of any delay in making payment required under this Deed Interest shall be payable on the amount payable from the date that the relevant payment falls due to the date of actual payment.

12. CHANGE IN OWNERSHIP

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

13. DISPUTE RESOLUTION

- 13.1 Any dispute between the parties under the terms of this Deed may be referred to an expert under the Dispute Resolution Procedure set out in the Fifth Schedule.
- 13.2 The decision of an expert appointed under the Dispute Resolution Procedure shall be final and binding on all of the parties to the dispute.

14. RIGHT OF INSPECTION

The Owner shall upon reasonable notice (without prejudice to the District Council's and the County Council's statutory rights of entry) permit any person duly authorised by the District Council or the County Council to enter that part of the Land that is being or has been developed pursuant to the Planning Application to ascertain

whether there is or has been any breach of the obligations hereunder and any such person authorised by the District Council or the County Council shall observe all reasonable site security access and health and safety arrangements PROVIDED THAT in the event of the District Council or the County Council being concerned with regard to a possible breach it shall use its reasonable endeavours to notify the Owner as soon as reasonably practicable in order that the matter may be discussed with the Owner and any remedial action agreed if appropriate but FURTHER PROVIDED THAT nothing within this clause 14 shall prevent the District Council or the County Council from exercising any statutory right of entry or inspection or from taking legal proceedings to enforce the obligations set out herein.

15. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England.

IN WITNESS whereof this Deed has been duly executed as a Deed by the parties the day and year first before written

FIRST SCHEDULE
The Owner's Covenants with the District Council

The Owner covenants with the District Council as follows:

1. Contributions

- 1.1 To pay the Monitoring Fee to the District Council for each Trigger Event that occurs under this Deed (subject to an overall limit of £944) upon the date that notification of any Trigger Event is given to the District Council in accordance with clause 5.3.2.
- 1.2 To pay the Healthcare Contribution to the District Council prior to the Occupation of 50% of the Dwellings.
- 1.3 Not to Occupy or permit the Occupation of 50% or more of the Dwellings unless and until the Healthcare Contribution has been paid to the District Council.
- 1.4 To pay the Outdoor Sports Contribution to the District Council prior to the Occupation of 50% of the Dwellings.
- 1.5 Not to Occupy or permit the Occupation of 50% or more of the Dwellings unless and until the Outdoor Sports Contribution has been paid to the District Council.
- 1.6 To pay the Sports Hall Contribution to the District Council prior to the Occupation of 50% of the Dwellings.
- 1.7 Not to Occupy or permit the Occupation of 50% or more of the Dwellings unless and until the Sports Hall Contribution has been paid to the District Council.
- 1.8 To pay the Swimming Pool Contribution to the District Council prior to the Occupation of 50% of the Dwellings.
- 1.9 Not to Occupy or permit the Occupation of 50% or more of the Dwellings unless and until the Swimming Pool Contribution has been paid to the District Council.

2. Open Space

- 2.1 Prior to Occupation to submit to the District Council for approval the Open Space Works Specification and the Management Plan.
- 2.2 Prior to Occupation to submit to the District Council evidence of the formation of a Management Company for the purpose of managing and maintaining the Open Space.

- 2.3 Not to permit or allow the Occupation of more than 75% of the Dwellings until the Open Space has been provided and/or constructed (as appropriate) in complete accordance with the approved Open Space Works Specification.
- 2.4 Upon completion of the laying out of the Open Space in accordance with the approved Open Space Works Specification to notify the District Council of completion and to request that the District Council inspects the Open Space within thirty Working Days of such notification.
- 2.5 If upon inspection of the Open Space the District 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 as soon as reasonably practicable.
- 2.6 To maintain the Open Space in accordance with the approved Management Plan until the date upon which the transfer described in paragraph 2.7 below has been completed.
- 2.7 Not to permit the Occupation of more than 95% of the Dwellings until the Open Space has been transferred to the Management Company in accordance with the details approved by the District Council under the approved Management Plan and on the terms set out in Appendix 2 annexed to this Deed.
- 2.8 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 2.8(i) and 2.8(ii) of the First Schedule.
- 2.9 Not to amend the approved Management Plan without the District Council's written consent.
- 2.10 Not to wind up the Management Company or alter its constitution without the prior written consent of the District Council unless the whole of the Development shall have been demolished or unless the District Council have otherwise first agreed.

3 Provision of Affordable Housing

- 3.1 The Owner shall provide 30% (thirty percent) of the Dwellings as Affordable Housing, 55% (fifty five percent) of which shall be Affordable Rented Housing, 20% (twenty percent) of which shall be Shared Ownership Housing and 25% (twenty five percent) of which shall be First Homes.

- 3.2 The Owner shall construct and Practically Complete the Affordable Housing in accordance with the Affordable Housing Scheme.
- 3.3 The land on which the Affordable Housing is to be built shall be put into a Serviced Condition in advance of any Disposal to a Registered Provider, a First Homes Owner or the District Council (as applicable).
- 3.4 Unless otherwise agreed with the District Council the Owner shall not Occupy or permit the Occupation of more than 50% (fifty percent) of the Market Housing Units until:
 - 3.4.1 50% (fifty percent) of the Affordable Housing Units and First Homes have been Practically Completed and made ready for Occupation as Affordable Housing Units or First Homes (as applicable) to a Serviced Condition, in accordance with the Planning Permission and the approved Affordable Housing Scheme and the District Council has received written notification of this; and
 - 3.4.2 the Owner and the Registered Provider have entered into an Affordable Housing Contract in respect of those Affordable Housing Units and the Owner has transferred to the Registered Provider the freehold interest in those Affordable Housing Units on the terms set out in 3.6 below and the District Council has received evidence of this.
- 3.5 Unless otherwise agreed with the District Council the Owner shall not Occupy or permit the Occupation of more than 80% (eighty percent) of the Market Housing Units until:
 - 3.5.1 all of the Affordable Housing Units and First Homes have been Practically Completed and made ready for Occupation as Affordable Housing Units or First Homes (as applicable) to a Serviced Condition, in accordance with the Planning Permission and the approved Affordable Housing Scheme and the District Council has received written notification of this; and
 - 3.5.2 the Owner and the Registered Provider have entered into an Affordable Housing Contract in respect of all of the Affordable Housing Units and the Owner has transferred to the Registered Provider the freehold interest in all of the Affordable Housing Units on the terms set out in 3.8 below and the District Council has received evidence of this.
- 3.6 The Affordable Housing Contract shall (unless otherwise agreed with the District Council) include as a minimum the following terms:
 - 3.6.1 the design, construction and completion by the Owner of the Affordable Housing Units to a Serviced Condition, in accordance with the Planning Permission and the approved Affordable Housing Scheme;

- 3.6.2 the sale or grant of a lease or leases to the Registered Provider of not less than 125 years over the Affordable Housing Units together with car parking spaces as applicable or with a right to park;
- 3.7 No Affordable Rented Housing Unit or Shared Ownership Housing Unit shall be Occupied otherwise than in accordance with paragraph 3.8 of this First Schedule.
- 3.8 The Owner covenants with the District Council that:
- (a) The Affordable Housing Units shall in the first instance be offered to a person with a Local Connection to the Principal Parish only;
 - (b) Where no person with a Local Connection to the Principal Parish has been (a) nominated within 10 Working Days of the Registered Provider informing the District Council of a vacancy and (b) approved by the Registered Provider (acting reasonably), a person with a Local Connection to the Neighboring Parishes may be nominated;
 - (c) Where no person with a Local Connection to either the Principal Parish or the Neighboring Parishes have been (a) nominated within 20 Working Days of the Registered Provider informing the District Council of a vacancy and (b) approved by the Registered Provider (acting reasonably), then nominations from any area may be made for the approval of the Registered Provider (acting reasonably) and the Registered Provider can nominate persons from any area for he approval of the District Council (such approval not to be unreasonably withheld or delayed).

4 Delivery of First Homes

- 4.1 Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come covenants with the Council as follows save that:
- 4.1.1 paragraph 4.2 of the First Schedule shall not apply to a First Home Owner;
 - 4.1.2 paragraphs 4.2-4.15 and 5 of the First Schedule apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Home Owner they shall apply to that First Home Owner only in respect of the First Home owned by that First Home Owner; and
 - 4.1.3 paragraph 6 of the First Schedule applies as set out herein.
- 4.2 The mix and distribution of the First Homes provided within the Land shall be in accordance with the approved Affordable Housing Scheme;
- 4.3 Subject to the provisions of paragraph 4.4 below, the First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or persons meeting

- (a) the Eligibility Criteria (National); and
- (b) the Eligibility Criteria (Local) (if any);

4.4 If after any First Home has been actively marketed for three months (that period to expire no earlier than three months before Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 4.3 (b) below shall cease to apply to that First Home.

4.5 Subject to paragraphs 4.8 to 4.13 below, no First Home shall be Disposed of (whether on the first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

4.6 No First Home shall be Disposed of (whether on a first or subsequent sale) unless and until:

4.6.1 the District Council has been provided with evidence that:

4.6.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 4.4 above applies the Eligibility Criteria (Local);

4.6.1.2 the dwelling is being Disposed of as a First Home at the Discount Market Price; and

4.6.1.3 the transfer of the First Home includes (i) a definition of "the District Council " as Dover District Council of Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ, (ii) a definition of "First Homes Provisions" as "the provisions set out in the First Schedule of the section 106 agreement dated [] a copy of which is attached as the Annexure, (iii) a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not Dispose of the property or any part thereof other than in accordance with the First Homes Provisions;

4.6.2 the District Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraph 4.5 and 4.6.1 above have been met.

4.7 On the first Disposal of each and every First Homes Unit to apply to the Chief Land Registrar pursuant to Rule 91 of Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Homes Unit of the following restriction:

"no Disposition of the registered estate other than a charge by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the District Council or their conveyancer that the provisions of clause [NUMBER] (The First Homes Provisions) of the Transfer dated [DATE] referred to in the Charges Register have been complied with or that they do not apply to the disposition."

- 4.8 The Owner of a First Home (which for the purpose of this clause shall include the Owner and any First Homes Owner) may apply to the District Council to Dispose of it other than as a First Homes on the grounds that either:

4.8.1 the Dwelling has been actively marketed as a First Home for six months in accordance with paragraph 4.3 and paragraph 4.4 above (and in the case of a first Disposal, the six months shall be calculated from a date no earlier than six months before Practical Completion) and reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraph 4.5 and paragraph 4.6.1 above; or

4.8.2 requiring the First Homes Owner to undertake active marketing for the period specified in this paragraph 4.8 before being able to Dispose of the Dwelling other than as a First Home will be likely to cause the First Homes Owner undue hardship.

- 4.9 On receipt of an application served in accordance with paragraph paragraph 4.8 above, the District Council has the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.

- 4.10 If the District Council is satisfied that either of the grounds in paragraph 4.8 above have been made out, it shall confirm in writing within 28 days of receipt of the written request made in accordance with paragraph 4.8 above that the relevant Dwelling may be Disposed of:

4.10.1 to the District Council at the Discount Market Price; or

4.10.2 (if the District Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home.

- 4.11 On the issue of that written confirmation outlined in paragraph 4.10 above, the obligations in this deed which applied to First Homes shall cease to bind and shall no longer affect any Dwelling apart from paragraph 4.13 below, which shall cease to apply on receipt of payment to the District Council where the relevant Dwelling is Disposed of other than as a First Home.

- 4.12 If the District Council does not wish to acquire the relevant Dwelling itself, and is not satisfied that either of the grounds in paragraph 4.8 above have been made out, then it shall within 28 days of receipt of the written request made in

accordance with paragraph 4.8 serve notice on the Owner setting out the further steps it requires the Owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six months). If at the end of that period the Owner has been unable to Dispose of the Dwelling as a First Home, they may serve notice on the District Council in accordance with paragraph 4.8 confirming that no such Disposal has taken place and the Owner shall then be free to dispose of the relevant Dwelling as a Market Housing Unit.

4.13 Where a Dwelling is Disposed of other than as a First Home, the Owner of the First Home shall pay to the District Council immediately on receipt of the proceeds of sale the Additional First Homes Contribution.

4.14 On receipt of the Additional First Homes Contribution, the District Council shall:

4.14.1 within 5 Working Days of that receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 4.7 above where that restriction has previously been registered against the relevant title; and

4.14.2 apply all monies received towards the provision of Affordable Housing.

4.15 Any person who purchases a First Home free of the restrictions in the First Schedule of this deed pursuant to the provisions of paragraph 4.12 and paragraph 4.13 above shall not be liable to pay the Additional First Homes Contribution to the District Council.

5 Use of First Homes

5.1 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sublet or otherwise Disposed of other than in accordance with the terms of this deed provided that letting or subletting shall be permitted in accordance with paragraphs 5.2 to 5.4 below.

5.2 Notwithstanding the provisions of paragraph 5.1 above, a First Homes Owner may let or sublet their First Home for a fixed term of no more than two years provided that the First Homes Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or subtenant. A First Homes Owner may let or sublet their First Home pursuant to this paragraph more than once during the First Homes Owner's period of ownership but the aggregate of such lettings or sublettings during the First Homes Owner's period of ownership may not exceed two years.

5.3 A First Homes Owner may let or sublet their First Home for any period provided that a First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or subletting. The District Council

covenants not to unreasonably withhold or delay giving that consent and not to withhold that consent in any of the following circumstances:

- 5.3.1 the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or subletting for the purpose of employment;
 - 5.3.2 the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or subletting;
 - 5.3.3 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting to escape a risk of harm;
 - 5.3.4 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting as the result of a relationship breakdown;
 - 5.3.5 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting as a result of a redundancy; or
 - 5.3.6 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting in to provide care or assistance to any person.
- 5.4 A letting or subletting permitted pursuant to paragraph 5.2 or paragraph 5.3 above must be by way of a written lease or sublease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further subletting.
- 5.5 Nothing in this paragraph 5.1 above prevents the First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Homes Owner's main residence.

6 Mortgagee Exclusion

- 6.1 In relation to First Homes the obligations of this Schedule shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:
- 6.1.1 such Mortgagee or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home; and
 - 6.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the District Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 6.1.3 of this Schedule.

6.1.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the District Council the Additional First Homes Contribution.

6.1.4 Following receipt of notification of the Disposal of the relevant First Home the District Council shall:

6.1.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 4.7 of this Schedule, and

6.1.4.2 apply all such monies received towards the provision of Affordable Housing.

6.2 In relation to the Affordable Housing Units the obligations in this Schedule shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

6.2.1 such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to transfer the Affordable Housing Units and shall have used reasonable endeavours over a period of 12 weeks from the date of the written notice to complete a transfer of the Affordable Housing Units to another Registered Provider or to the District 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

6.2.2 if such transfer has not completed within the 12 week period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions of this Schedule which provisions shall determine absolutely.

SECOND SCHEDULE
The Owner's Covenants with the County Council

The Owner covenants with the County Council as follows:

1. To pay 50% of the Community Learning Contribution, 50% of the Library Contribution, 50% of the Primary Education Contribution, 50% of the Secondary Education Contribution, 50% of the Adult Social Care Contribution, 50% of the Integrated Children's Services Contribution, 50% of the SEND Contribution, and 50% of the Waste Contribution to the County Council prior to the first Occupation of the 1st Dwelling.
2. Not to permit or allow the Occupation of any Dwelling unless and until the payments referred to in paragraph 1 above have been paid to the County Council.
3. To pay the remaining 50% of the Community Learning Contribution, 50% of the Library Contribution, 50% of the Primary Education Contribution, 50% of the Secondary Education Contribution, 50% of the Adult Social Care Contribution, 50% of the Integrated Children's Services Contribution, 50% of the SEND Contribution, and 50% of the Waste Contribution to the County Council prior to the first Occupation of more than 50% of the Dwellings.
4. Not to permit or allow the Occupation of more than 50% of the Dwellings unless and until the payments referred in paragraph ~~2~~ above have been paid to the County Council.

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THIRD SCHEDULE

The District Council's Covenants with the Owner

The District Council hereby covenants with the Owner:

1. To co-operate insofar as is reasonable with the Owner in the performance of its obligations under this Deed.
2. To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
3. At the payer's request to return any part of the sums paid to the District Council pursuant to this Deed which shall not have been used for the purposes set out in this Deed after a period of 10 years from the date of the payment of the last installment of the relevant contribution provided that the District Council shall not be obliged to return any part of any contribution which has been spent or contractually committed prior to the date of the request.
4. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when the District Council is satisfied that such obligations have been performed.

FOURTH SCHEDULE

The County Council's Covenants

The County Council hereby covenants with the Owner:

1. To co-operate insofar as is reasonable with the Owner in the performance of its obligations under this Deed.
2. To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
3. At the payee's written request to return any part of the sums aforesaid which shall not have been used for the purposes set out in this Deed after a period of 10 years from the date of the payment of the last installment of the relevant contribution provided that the County Council shall not be obliged to return any part of any contribution which has been spent or contractually committed prior to the date of the request.

FIFTH SCHEDULE
Dispute Resolution Procedure

- 1 In the event of any dispute (other than as to the quantum of contributions) or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to paragraph 1 of this Schedule or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 5 The provisions of this Fifth Schedule and clause 13 of this Deed shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

APPENDIX 1
Draft Conditions

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission;

Reason: In accordance with the provisions of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall be carried out in accordance with the following approved plans:

Drawing Number: 8883_000A – Site Location Plan

Drawing Number: 8883_001A – Existing Site Plan

Drawing Number: 8883_002I – Proposed Site Plan

Drawing Number: 8883_003C – Building Storey Heights Plan

Drawing Number: 8883_004B – Tenure Plan

Drawing Number: 8883_005C – Unit Size Plan

Drawing Number: 8883_006D – Unit Type Plan

Drawing Number: 8883_007B – Materials Plan

Drawing Number: 8883_008A – General Arrangement Plan

Drawing Number: 8883_009D – Hard Landscaping Plan

Drawing Number: 8883_010_01B – Planting Schedule

Drawing Number: 8883_010_02A – Soft Landscaping Plan

Drawing Number: 8883_011B – Boundary Treatments Plan

Drawing Number: 8883_012B – Parking Cycle Storage Plan

Drawing Number: 8883_013B – Refuse Collection Plan

Drawing Number: 8883_014A – Masterplan

Drawing Number: 8883_015C – Sustainability Plan

Drawing Number: 8883_016B – Street Section AA

Drawing Number: 8883_017B – Street Section BB CC and DD

Drawing Number: 8883_018A – Indicative Ownership Plan

Drawing Number: 8883_100B – Vyre M4(2)

Drawing Number: 8883_101B – Parham M4(2)

Drawing Number: 8883_102B – Charleston M4(2)

Drawing Number: 8883_103A – Charleston Plot 09 M4(2)

Drawing Number: 8883_104B – Frogmore M4(2)

Drawing Number: 8883_105B – Gosford V2 M4(2)

Drawing Number: 8883_106B – Penshurst V2 M4(2)

Drawing Number: 8883_107B – Goodwood M4(2)

Drawing Number: 8883_108B – Chartwell M4(2)

Drawing Number: 8883_109B – Chartwell Bay M4(2)

Drawing Number: 8883_110B – Kingston M4(2)

Drawing Number: 8883_111B – Blenheim M4(2)

Drawing Number: 8883_150B – Bedford M4(2)

Drawing Number: 8883_151B – Maidstone M4(2)

Drawing Number: 8883_152B – Maidstone V2 M4(2)

Drawing Number: 8883_153B – Oakham M4(2)

Drawing Number: 8883_154B – Apartments Floor Plans M4

Drawing Number: 8883_155B – Apartments Elevations M4

Drawing Number: 8883_156B – Apartments M4(2)

Drawing Number: 8883_157 – Huntington M4(3)

Drawing Number: 8883_190A – Single Garages

Drawing Number: 8883_191A – Double Garages

Drawing Number: 8883_192A – Carports

Drawing Number: 8883_193A – Substation and Sheds

Reason: To clarify which plans have been approved.

3. The development hereby approved shall not commence until details of the proposed slab levels of the building(s) and the existing site levels have been submitted to and approved in writing by the local planning authority and the development shall be completed strictly in accordance with the approved levels.

Reason: In order to secure a satisfactory form of development having regard to the topography of the site.

4. The development hereby approved shall not commence above ground level until written details and samples of the materials to be used in the construction of the

external surfaces of the building(s) hereby permitted have been submitted to and approved in writing by the local planning authority. The development shall be constructed using the approved materials. The materials to be submitted for approval shall be as shown on the submitted Design and Access Statement - Received 03/08/20023 and Drawing No. 8883_007B – Materials Plan.

Reason: To ensure a satisfactory appearance to the development.

5. The development hereby approved shall not commence above the ground level of the dwelling(s) to which it relates, until details of the window reveals (which shall be no less than 100mm), the finished design of all window headers and window cills (at a scale of 1:20) pursuant to that dwelling(s) have been submitted to and approved in writing by the local planning authority. The approved details shall be implemented in accordance with the approved details in full and retained as such thereafter. Reason: To ensure the development achieves good design.

Reason: To ensure a satisfactory appearance to the development.

6. No development will take place (including any ground works, site or vegetation clearance), until a method statement for the protection of protected and designated species including (but not necessarily limited to) bats, nesting birds, toads, and hedgehogs during site, vegetation clearance and construction works has been submitted to and approved in writing by the local planning authority. The content of the method statement will be informed by up-to-date ecological surveys of the site (if necessary), and will include:
 - a) Purpose and objectives of the method statement.
 - b) Working method, including timings, necessary to achieve stated objectives.
 - c) Extent and location of all features with potential ecological interest shown on appropriate scale plans.
 - d) Provision for species translocation and / or rescue, as necessary.
 - e) Persons responsible for implementing works, including times during site clearance / construction when specialist ecologists need to be present on site to undertake / oversee works.
 - f) 'Toolbox talk' information regarding protected species encounters that will be provided to contractors prior to works commencing.

The works will be carried out in accordance with the approved details.

Reason: In the interest of biodiversity and habitat management.

7. Prior to first occupation of the development hereby permitted, a "lighting design strategy for biodiversity" for the site will be submitted to and approved in writing by the local planning authority. The lighting strategy will:
 - a) Identify those areas/features on and around the site that, due to their potential for use by bats, are particularly sensitive to lighting impacts (including any biodiversity enhancement features).
 - b) Maintain dark corridor for bats, including along the site boundaries.

- c) Show how and where external lighting will be installed in accordance with 'Guidance Note 08/23 Bats and Artificial Lighting at Night' (Bat Conservation Trust and Institution of Lighting Professionals).

All external lighting will be installed in accordance with the specifications and locations set out in the strategy and will be maintained thereafter in accordance with the strategy.

Reason: In the interest of biodiversity and habitat management.

- 8. No development shall take place (including any ground works, site, or vegetation clearance), until an ecological design strategy (EDS) has been submitted to and approved in writing by the local planning authority addressing:

- 1. Biodiversity Gain Plan, demonstrating a biodiversity net gain and including detailed plans and submission of completed biodiversity metric.

- 2. Biodiversity enhancement measures for the site and open space, including native species landscaping, hibernacula for herpetofauna and invertebrates, specifications for hedgehog highways for walls and fences, and the inclusion of building-integrated bat and bird boxes.

The EDS will include the following:

- a) Purpose and conservation objectives for the proposed ecological design works.
 - b) Detailed design(s) to achieve stated objectives.
 - c) Extent and location/area of proposed works on appropriate scale maps and plans.
 - d) Type and source of materials to be used where appropriate, e.g. native species of local provenance.
 - e) Timetable for implementation.
 - f) Persons responsible for implementing the works.
 - g) Details of initial aftercare.

The EDS will be implemented in accordance with the approved details and all features shall be retained in that manner thereafter.

Reason: In the interest of biodiversity and habitat management.

- 9. Prior to the first occupation of the development hereby approved, a habitat management and monitoring plan (HMMP) will be submitted to and approved in writing by the local planning authority. The HMMP will address:

- 1. Management of habitats to achieve biodiversity net gain in accordance with the Biodiversity Gain Plan submitted in respect of condition 8 (Ecological Design Strategy).

- 2. Management of all other habitats.

- 3. Monitoring of habitat establishment.

The HMMP will include the following:

- a) description and evaluation of features to be managed.
- b) ecological trends and constraints on site that might influence management.
- c) aims and objectives of management.
- d) prescriptions for management actions, together with a plan of management compartments.
- e) preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period for at least 30 years.)
- f) details of the body or organisation(s) responsible for implementation of the plan.
- g) habitat monitoring provisions.
- h) provision for the submission of monitoring reports to the local planning authority in years 2, 3, 5, 10, 15, 20, 25 and 30.

The HMMP will also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The HMMP will also set out (where the results from monitoring show that conservation aims and objectives of the HMMP, including biodiversity net gains, are not being met) how contingencies and/or remedial action will be identified, agreed, and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

Reason: In the interest of biodiversity and habitat management.

10. The development hereby approved shall not commence above ground level until a landscape scheme has been submitted to and approved in writing by the local planning authority. The scheme shall show all existing trees, hedges and blocks of landscaping on, and immediately adjacent to, the site and indicate whether they are to be retained or removed, provide details of on site replacement planting to mitigate any loss of amenity and biodiversity value [together with the location of any habitat piles] and include a planting specification, a programme of implementation and a 5 year management plan. The landscape scheme and management plan shall be in accordance with drawing no's 8883_010_02A – Planting Schedule, 8883_010_01B – Landscape Plan and in addition it shall specifically address the need to provide:

- a) Dense scrub area in the north-eastern corner of the site; and
- b) Shrub planting to the front of each dwelling within their boundaries
- c) Replacement of the 5no. *Malus domestica* 'Cox's Orange Pippin' with alternative native planting

Reason: In the interests of landscape, visual impact, biodiversity enhancement and amenity of the area and to ensure a satisfactory appearance to the development.

11. Prior to the occupation of 75% of the development (53 dwellings), all planting, seeding and turfing specified in the approved landscape details shall be completed. All such landscaping shall be carried out during the planting season (October to February). The approved shrub planting for each dwelling, to be approved under condition 10, shall be completed prior to the first occupation of the dwelling to which it relates. Any seeding or turfing which fails to establish or any trees or plants which, within five years from the first occupation of a property, commencement of use or adoption of land, die or become so seriously damaged or diseased that their long term amenity value has been adversely affected shall be replaced in the next planting season with plants of the same species and size as detailed in the approved landscape scheme unless the local planning authority gives written consent to any variation.

Reason: In the interests of landscape, visual impact and amenity of the area and to ensure a satisfactory appearance to the development.

12. No development including site clearance and demolition shall take place until an Arboricultural Method Statement (AMS) in accordance with the current edition of BS 5837 has been submitted to and approved in writing by the local planning authority. The AMS should detail implementation of any aspect of the development that has the potential to result in the loss of, or damage to trees, including their roots and, for example, take account of site access, demolition and construction activities, foundations, service runs and level changes. It should also detail any tree works necessary to implement the approved scheme and include a tree protection plan.

Reason: In the interests of landscape, visual impact and amenity of the area and to ensure a satisfactory appearance to the development.

13. Prior to first occupation of the development hereby permitted, details of the equipping and laying out of the children's play area and timetable for the delivery of the play areas shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure satisfactory public open space.

15. Prior to first occupation of the development hereby approved, details of bicycle storage facilities shall be submitted to and approved in writing by the local planning authority. The approved bicycle storage shall be completed prior to the first occupation of the dwelling it serves shall thereafter be retained solely for that purpose. The details to be provided shall be in accordance with drawing no. 8883-012B – Parking Cycle Storage and shall show additional cycle storage for plots 34-39.

Reason: To ensure the provision and retention of adequate off-street parking facilities for bicycles in the interests of highway safety.

16. The area shown on the approved drawings as vehicle parking space, garages, car ports and turning space shall be provided, surfaced and drained before the dwelling(s) to which it relates hereby are first occupied, and shall be retained for that use thereafter whether or not permitted by the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking, and re-enacting that

Order with or without modification).

Reason: Development without provision of adequate parking of vehicles is likely to lead to highway safety issues to other road users.

17. Prior to first occupation of the development hereby approved a Pedestrian Routing Strategy for the village of Wingham, which shall identify any improvements requiring off site pedestrian highway works shall be submitted to and approved in writing by the local planning authority. The Pedestrian Routing Strategy shall include:

- a) An assessment of walking routes to key facilities within the village such as bus stops, school, nursery, shops, recreation ground

If deemed necessary, the Pedestrian Routing Strategy shall include any necessary pedestrian upgrades and an implementation programme for such measures to be carried out in accordance with the approved details.

Reason: In the interests of pedestrian and highways safety.

18. Prior to the occupation of the development hereby permitted, a Travel Plan, to reduce dependency on the private car, shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall include objectives and modal-split targets, bus passes/vouchers for future occupants, a programme of implementation and provision for monitoring, review and improvement. Thereafter, the Travel Plan shall be put into action and adhered to throughout the life of the development, or that of the Travel Plan itself, whichever is the shorter.

Reason: In order to realise a sustainable pattern of development in the area.

19. Prior to occupation of the development, the highway works as shown in principle on Drawing No. 8883_014A (Masterplan) and within the submitted Transport Assessment (July 2023) Appendix D (Drawing No. 05327-TR-002-P7 – Proposed Access Arrangement) shall be provided and include (but not be limited to) all necessary traffic regulation orders, safety audits, lighting, signing and surfacing and shall.

Reason: In the interests of pedestrian and highways safety.

20. The development of plots 4-10, as shown on drawing no. 8893_002I, shall not commence until public footpath EE174 has been diverted and such diversion order(s) have been made and confirmed in writing by Dover District Council under the Town and Country Planning Act 1990 s257. Plots 4-10 (drawing no. 8893_002I) shall not be occupied until the PROW works covered by the diversion order(s) have been completed.

Reason: In the interests of pedestrian and highways safety.

21. Prior to any works commencing at the site the applicant shall provide the local planning authority with a demolition and construction management plan (DCMP). The DCMP

shall include (but not be limited to):

- a. Noise and vibration control
- b. To include the identification and control of any proposed piling works
- c. Dust control and suppression
- d. Site parking for staff and contractors
- e. Hours of operation (reference to the DDC guidance hours for construction works)
- f. Deliveries to the site
- g. Storage and control of waste materials
- h. A moratorium on burning of material at the site
- i. Vehicle routing to the site with swept path analysis at Goodnestone Road and Crockshard Lane;
- j. Loading and unloading of plant and materials;
- k. Provision of wheel washing facilities
- l. Temporary traffic management/signage

Reason: to protect nearby residential amenity.

22. Prior to the commencement of the development hereby approved, a detailed sustainable surface water drainage scheme for the site shall be submitted to and approved in writing by the local planning authority. The detailed drainage scheme shall be based upon the Flood Risk Assessment and drainage Strategy dated the 11th of September 2023 (Revision P02) and shall demonstrate that the surface water generated by this development (for all rainfall durations and intensities up to and including the climate change adjusted critical 100 year storm) can be accommodated and disposed of without increase to flood risk on or off-site.

The drainage scheme shall also demonstrate (with reference to published guidance):

- that silt and pollutants resulting from the site use can be adequately managed to ensure there is no pollution risk to receiving waters.
- appropriate operational, maintenance and access requirements for each drainage feature or SuDS component are adequately considered, including any proposed arrangements for future adoption by any public body or statutory undertaker. The drainage scheme shall be implemented in accordance with the approved details.

Reason: To ensure the development is served by satisfactory arrangements for the disposal of surface water and to ensure that the development does not exacerbate the risk of on/off site flooding. These details and accompanying calculations are required prior to the commencement of the development as they form an intrinsic part of the proposal, the approval of which cannot be disaggregated from the carrying out of the rest of the development.

23. No building on any phase (or within an agreed implementation schedule) of the development hereby permitted shall be occupied until a Verification Report, pertaining to the surface water drainage system and prepared by a suitably competent person, has been submitted to and approved by the Local Planning Authority. The Report shall

demonstrate that the drainage system constructed is consistent with that which was approved. The Report shall contain information and evidence (including photographs) of details and locations of inlets, outlets and control structures; landscape plans; full as built drawings; information pertinent to the installation of those items identified on the critical drainage assets drawing; and, the submission of an operation and maintenance manual for the sustainable drainage scheme as constructed.

Reason: To ensure that flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property and ecological systems, and to ensure that the development as constructed is compliant with and subsequently maintained pursuant to the requirements of the National Planning Policy Framework.

24. No development shall take place until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written specification and timetable which has been submitted to and approved by the Local Planning Authority.

Reason: To ensure that features of archaeological interest are properly examined and recorded.

25. No development shall take place until a detailed scheme for the disposal of foul sewage, which shall include provision for works on site and works off site, together with a programme for implementation and long term maintenance, has been submitted to and approved in writing by the local planning authority. The approved scheme shall be fully implemented and operational in accordance with the programme of implementation to be submitted and approved by this condition and shall be maintained in accordance with the approved scheme thereafter.

Reason: These details are required prior to the commencement of the development to ensure the development is served by satisfactory arrangements for the disposal of foul sewage.

26. No external meter cupboards, vents, or flues shall be installed on any external elevation fronting a highway without the prior agreement in writing of the Local Planning Authority.

Reason: To secure a high standard of design.

APPENDIX 2

Provisions relating to the transfer of the Open Space

The transfer of the Open Space to the Management Company shall:

- i. be a transfer of the entire freehold interest of the Open Space
- 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 subject to the right of the Management Company to construct any buildings or other structures ancillary to such use
- vi. include all usual and necessary rights and easements for the benefit of the Open Space
- 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
- viii. reserve in favour of the Owner the right to lay and use new services subject to the prior written agreement of the Management Company 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
- x. not require consideration in excess of one pound (£1)
- xi. contain a covenant for the benefit of the District Council to manage and maintain the Open Space in accordance with the approved Management Plan

APPENDIX 3
Affordable Housing Scheme Drawings



Harvey Budd 171339

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

[Signature]
Authorised Signatory



[Signature]
[Signature]
[Signature]

Rev_B Drawing updated in line with revision I of the proposed site plan.
Rev_A Drawing updated in line with revision H of the proposed site plan.

REV DESCRIPTION APP DATE

LDĀ DESIGN

PROJECT TITLE
Footpath Field, Wingham

DRAWING TITLE
Tenure Plan

ISSUED BY	London	T: 020 7467 1470
DATE	28/11/2023	DRAWN JS
SCALE/A1	1:500	CHECKED PL
STATUS	Planning	APPROVED PL

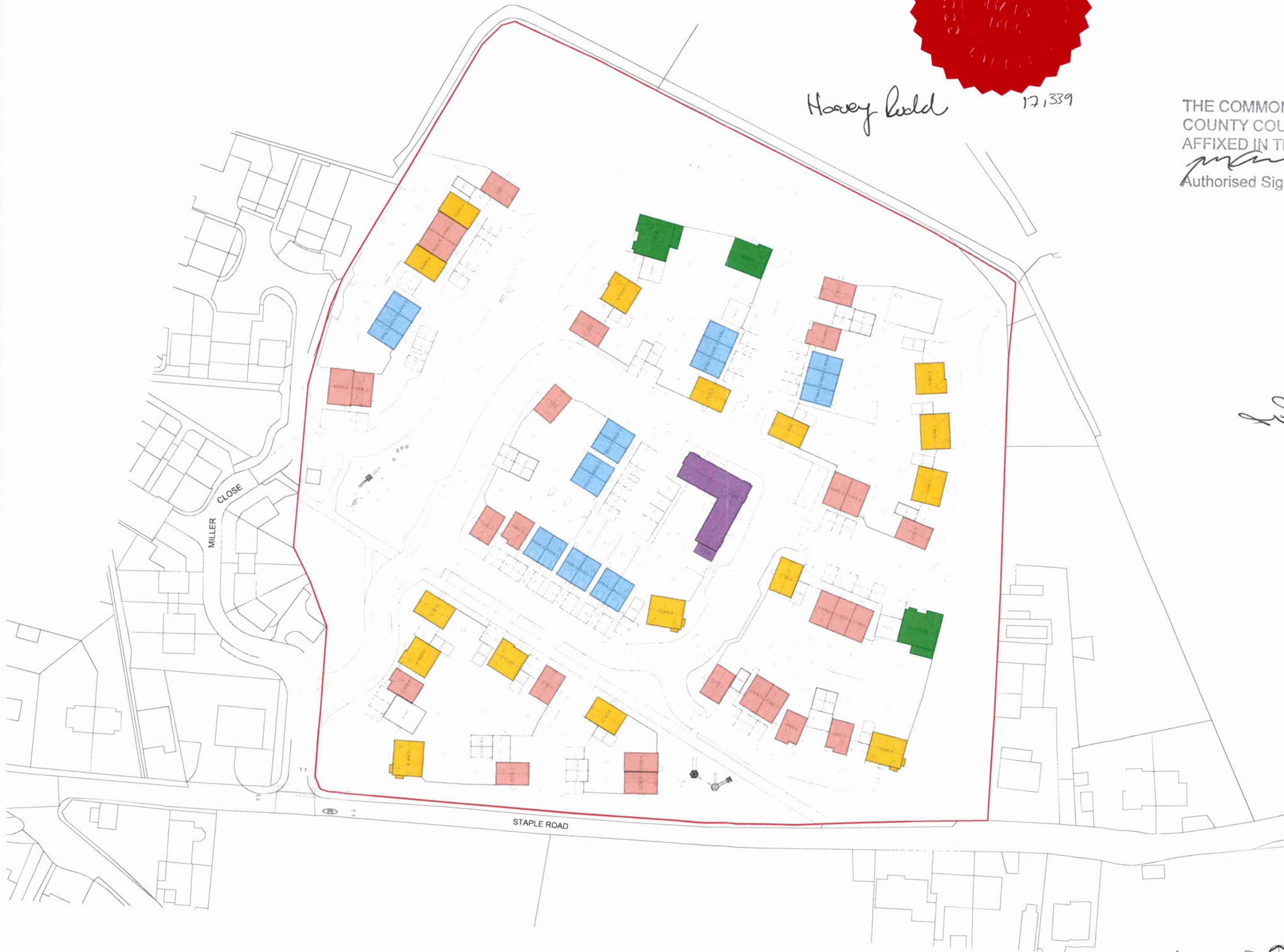
DWG. NO 8883_004B

No dimensions are to be scaled from this drawing.
All dimensions are to be checked on site.
Area measurements for indicative purposes only.

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Sources: Ordnance Survey





Harvey Field

17,339

- LEGEND
- Red Line Boundary
3.58 ha / 8.85 acres
 - 1 Bed
6 units
 - 2 Bed
19 units
 - 3 Bed
27 units
 - 4 Bed
16 units
 - 5 Bed
3 units

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

[Signature]
Authorised Signatory

[Red Seal]
632-2024

[Signature]
[Signature]
[Signature]

- Rev_C Drawing updated in line with revision I of the proposed site plan.
- Rev_B Drawing updated in line with revision H of the proposed site plan.
- Rev_A Red line boundary added.

REV DESCRIPTION APP DATE

LDĀDESIGN

PROJECT TITLE
Footpath Field, Wingham

DRAWING TITLE
Unit Size Plan

ISSUED BY	London	T: 020 7467 1470
DATE	28/11/2023	DRAWN JS
SCALE/A1	1:500	CHECKED PL
STATUS	Planning	APPROVED PL

DWG. NO 8883_005C

No dimensions are to be scaled from this drawing.
All dimensions are to be checked on site.
Area measurements for indicative purposes only.

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Sources: Ordnance Survey





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

[Signature]
Authorised Signatory

- LEGEND
- Red Line Boundary
3.58 ha / 8.85 acres
 - Vyne (2B3P)
9 units
 - Parham (3B4P)
6 units
 - Charleston (3B4P)
8 units
 - Frogmore (3B4P)
5 units
 - Gosford (3B5P)
10 units
 - Penshurst (4B6P)
5 units
 - Goodwood (4B6P)
4 units
 - Chartwell (4B7P)
2 units
 - Chartwell Bay (4B7P)
3 units
 - Kingston (5B8P)
1 unit
 - Blenheim (5B7P)
2 units
 - Bedford (2B3P)
4 units
 - Maidstone (3B5P)
3 units
 - Maidstone V4 (3B5P)
1 unit
 - Huntingdon (3B5P)
1 unit
 - Oakham (4B6P)
2 units
 - Apartment (1B2P)
6 units

632-2024



17/3/2024 *Harvey Pugh*

[Signature]
[Signature]
[Signature]

- Rev_D Drawing updated in line with revision I of the proposed site plan.
Rev_C Drawing updated in line with revision H of the proposed site plan.
Rev_B Correction to the key and Maidstone V4.
Rev_A Correction to the sub station.

REV DESCRIPTION APP DATE

LD A DESIGN

PROJECT TITLE
Footpath Field, Wingham

DRAWING TITLE
Unit Type Plan

ISSUED BY London T: 020 7467 1470
DATE 28/11/2023 DRAWN JS
SCALE: A1 1:500 CHECKED PL
STATUS Planning APPROVED PL

DWG. NO 8883_006D

No dimensions are to be scaled from this drawing.
All dimensions are to be checked on site.
Area measurements for indicative purposes only.
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Sources: Ordnance Survey



Executed as a deed by affixing the
Common seal of

DOVER DISTRICT COUNCIL

in the presence of:

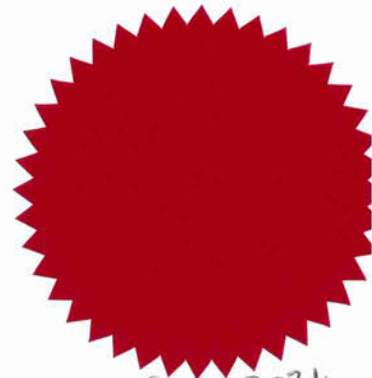
Harvey Rudd.



17,339

Authorised Signatory

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



632-2024

pm

Authorised Signatory

EXECUTED as a deed by

WINGHAM HERITAGE LIMITED



EXECUTED as a deed by

STAPLE ROAD ESTATES LIMITED



Date 12th July 2024

- (1) DOVER DISTRICT
COUNCIL
- (2) THE KENT COUNTY
COUNCIL
- (3) WINGHAM HERITAGE
LIMITED
- (4) STAPLE ROAD ESTATES
LIMITED

**PLANNING OBLIGATION BY DEED
OF AGREEMENT**

Pursuant to Section 106 of the Town and
Country Planning Act 1990
Relating to the development of land at
Footpath Field, Staple Road, Wingham,
Canterbury