

**AGREEMENT**

**under section 106 of the Town and Country Planning Act 1990**

**between**

**GILLIAN ELLEN FURMSTON**

**and others**

**and**

**ASHFORD BOROUGH COUNCIL**

**and**

**THE KENT COUNTY COUNCIL**

**for the Tenterden Southern Extension  
(also known as TENT1A)**

Planning & Development  
Ashford Borough Council  
Civic Centre  
Tannery Lane  
Ashford  
TN23 1PL

Application Number: 14/00757/AS  
Legal reference: DS54-0721

**THIS DEED** is dated

**BETWEEN:**

**GILLIAN ELLEN FURMSTON** of c/o Gullands, 10 Mill Street, Maidstone, Kent ME15 6XT.

("the First Owner" which shall include anyone deriving title from the First Owner)

**ALAN VICTOR BATES** and **MELINDA MARGARET MARY STANCLIFFE BATES** of Townlands, Six Fields, Tenterden

("the Second Owner" which shall include anyone deriving title from the Second Owner)

**THE TOWN MAYOR AND COUNCILLORS OF THE TOWN OF TENTERDEN** of Town Hall, Tenterden

("the Third Owner" which shall include anyone deriving title from the Third Owner)

**TAYLOR WIMPEY UK LIMITED** (company registration number 01392762) of Gatehouse, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR

("the Fourth Owner" which shall include anyone deriving title from the Fourth Owner)

**SIMON GEORGE ORPIN** of 42 Lower Road, Woodchurch, Ashford, Kent TN26 3SG

("the Fifth Owner" which shall include anyone deriving title from the Fifth Owner)

**LLOYDS BANK PLC** (company registration number 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ

("the Mortgagee" which shall include anyone deriving title from the Mortgagee)

**ASHFORD BOROUGH COUNCIL** of Civic Centre, Tannery Lane, Ashford, TN23 1PL ("the Council")

**THE KENT COUNTY COUNCIL** of Sessions House, County Hall, Maidstone ME14 1XQ ("the County Council")

**INTRODUCTION**

- A. The First Owner has a freehold interest in the Site by virtue of being the proprietor with title absolute of the parts of the Site registered under title numbers K298809 and K414028. The Second Owner has a freehold interest in the Site by virtue of being the joint proprietors with title absolute of the part of the Site registered under title number K431785. The Third Owner has a freehold interest in the Site by virtue of being the proprietor with title absolute of the part of the Site registered under title number K519142. The Fourth Owner has a freehold interest in the Site by virtue

of being the proprietor with title absolute of the part of the Site registered under title number K608123. The Fifth Owner has a freehold interest in the Site by virtue of being the proprietor with title absolute of the part of the Site registered under title number K523750. The Mortgagee has an interest in the Site by virtue of being the proprietor of a charge over the part of the Site registered under title number K523750.

- B. This deed is a planning obligation for the purposes of section 106 of the Town and Country Planning Act 1990 and is enforceable by the Council in full and by the County Council in part, both of which are local planning authorities for the area including the Site.
- C. The contributions are required in order to mitigate the impact of the development, to meet the increased demand for facilities which will be caused by the development and to make the development carbon neutral. Contributions towards monitoring and legal costs are required in order to help cover the Council's costs incurred in connection with this deed. The contributions need to be indexed in order to retain their value.

## TERMS

1. In this deed the following words and expressions shall, unless the context otherwise requires, have the meanings given opposite them:

<u>Words and Expressions</u>	<u>Meanings</u>
<b>Dwelling</b>	A dwelling to be constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition)
<b>Exempt Infrastructure Works</b>	Works on the land coloured yellow as shown on the attached plan numbered 25638/004/004
<b>Fourth Owner's Land</b>	The part of the Site shown coloured red on the attached plan labelled "Indicative Phasing Plan"
<b>Infrastructure</b>	The meaning given in section 216 of the Planning Act 2008
<b>Interest</b>	Interest at a rate equal to 2 points above the Bank of England base rate
<b>Occupy</b>	Occupy or cause or permit occupation for the first time of a Dwelling other than for the purposes of construction, fitting out, security, marketing or repair



(and related expressions "Occupation" and "Occupy" shall be construed accordingly)

**Owners**

The First Owner, the Second Owner, the Third Owner, the Fourth Owner and the Fifth Owner

**Planning Permission**

The Site's planning permission to be granted under application number 14/00757/AS

**Remaining Owners**

The First Owner, the Second Owner, the Third Owner and the Fifth Owner

**Remaining Owners' Land**

The part of the Site shown coloured purple, blue, yellow and green on the attached plan labelled "Indicative Phasing Plan"

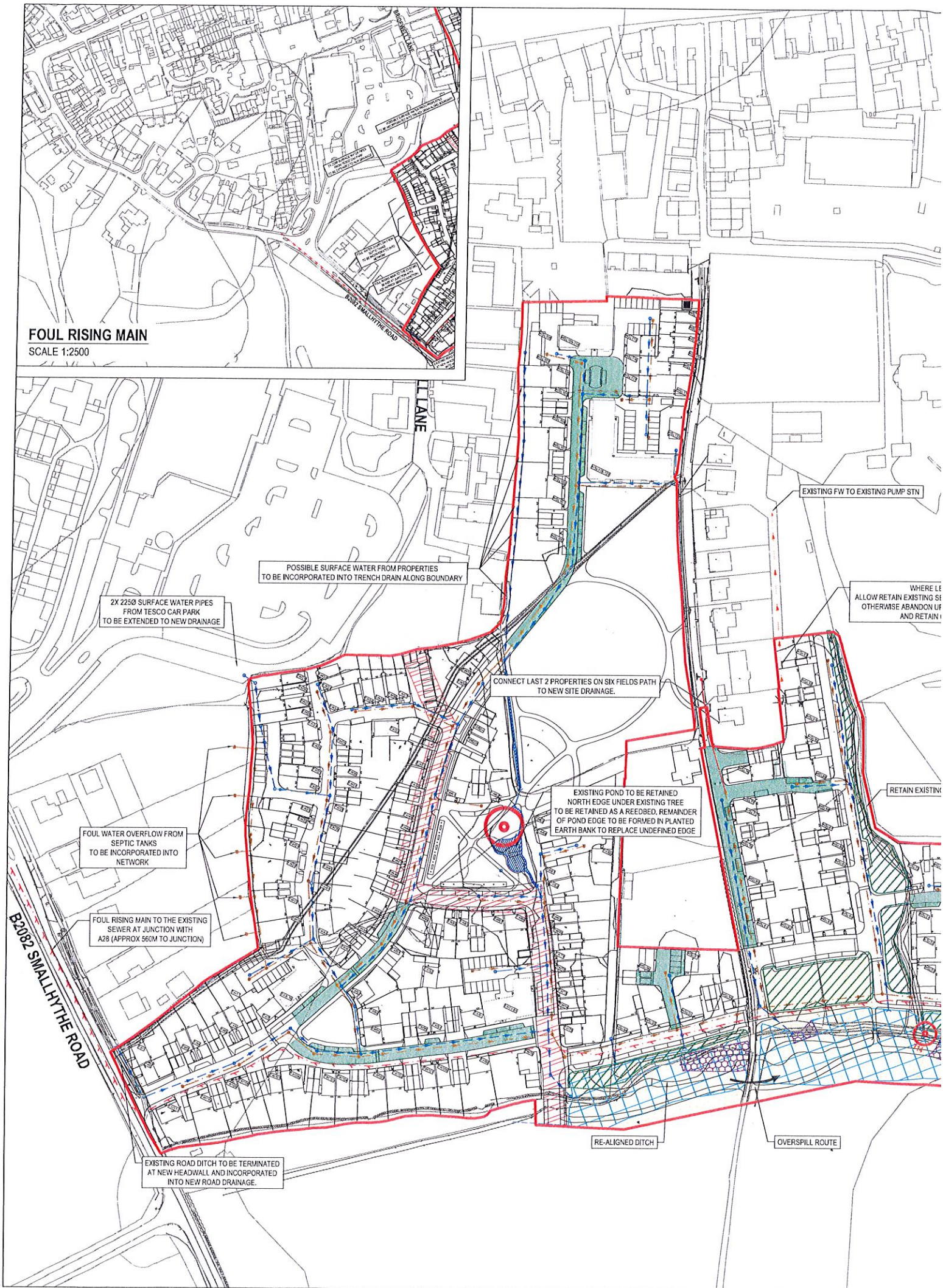
**Site**

The land to the south of Tenterden town centre shown edged red on the attached plan labelled "Indicative Phasing Plan" but excluding the electricity sub-station on the boundary with Bell's Close

2. The Owners covenant with the Council and the County Council as set out in schedule 1. The Owners covenant with the Council as set out in schedule 3.
3. No provisions of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
4. This deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the start of construction of any of the Dwellings PROVIDED THAT the Exempt Infrastructure Works shall not constitute construction of any of the Dwellings.
5. The Mortgagee acknowledges that this deed has been entered into by the Fifth Owner with its consent and that the part of the Site subject to the Mortgagee's charge shall be bound by the obligations contained in this deed and that the security of the mortgage over that part of the Site shall take effect subject to this deed provided that the Mortgagee shall otherwise have no liability under this deed unless it takes possession of that part of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Fifth Owner.

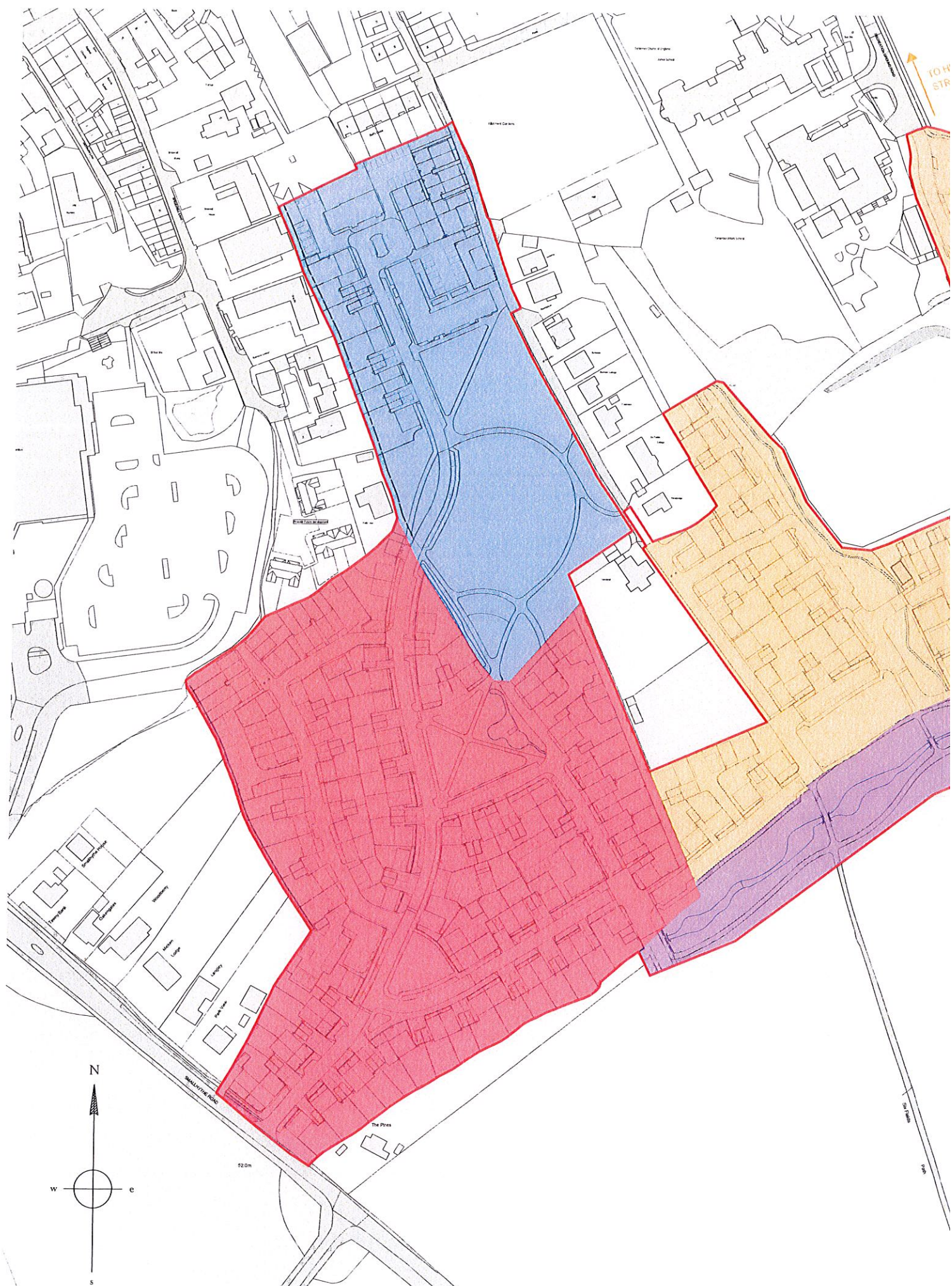


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SCALE 1:2500













6. Where the context allows, words having the singular meaning include the plural meaning and vice versa.
7. The construction, validity, performance and enforcement of this deed are governed by English law. If any provision in this deed shall be held to be invalid, illegal or unenforceable it shall be deemed to be deleted and the validity, legality and enforceability of the remaining provisions of this deed shall not in any way be affected or impaired.
8. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this deed. If the dispute remains unresolved, the parties shall refer it to mediation unless a party does not agree to mediation. If there is mediation, the parties shall appoint a mediator and each party shall engage with the mediator and the other parties and participate in the mediation process. If the parties resolve the dispute, the terms of the resolution shall be recorded and be binding on the parties as necessary.
9. When an owner is more than one person, this deed can be enforced against all of those persons jointly and against each individually.
10. This deed is of no effect until it has been dated.
11. If any dwelling is permitted to be constructed or created in or partly within any part of the Site by a planning permission granted on or after the date of this deed other than the Planning Permission, the Owners covenant jointly and severally with the Council and the County Council to comply with the covenants obligations and terms of this deed as if such dwelling were a Dwelling (as defined in this deed) notwithstanding that it is not constructed pursuant to the Planning Permission, subject to the terms of any variation of this deed which may be entered into in connection with such planning permission or otherwise.

**IN WITNESS** whereof this deed has been executed but not delivered until the date hereof

## SCHEDULE 1

### FINANCIAL CONTRIBUTIONS AND OTHER OBLIGATIONS

#### 1 CONTRIBUTION ON SIGNING

- 1.1. The Owners covenant jointly and severally with the Council to pay to the Council on the date of this deed the following:

Legal costs contribution	£7000
<b>Amount to be paid</b>	£7000

- 1.2. The Owners covenant jointly and severally with the County Council to pay to the County Council on the date of this deed the following

Legal costs contribution	£1200
<b>Amount to be paid</b>	£1200

#### 2 START OF CONSTRUCTION

- 2.1. The Owners covenant jointly and severally with the Council not to start construction of any of the Dwellings until a notice of commencement (available from the Council's website) has been sent to the Council.
- 2.2. The Fourth Owner covenants with the Council to pay to the Council on the date construction of any of the Dwellings on the Fourth Owner's Land starts the following:

CPZ contribution	£10,000
Monitoring fee	£15,000
Parking contribution	£31,500
<b>Amount to be paid</b>	£56,500+ indexation increase (see paragraph 9.3)

- 2.3. The Remaining Owners covenant jointly and severally with the Council to pay to the Council on the date construction of any of the Dwellings on the Remaining Owners' Land starts the following:



Monitoring fee	£15,000
Parking contribution	£38,500
<b>Amount to be paid</b>	£53,500 + indexation increase (see paragraph 9.3)

### 3 SUBMISSION OF FIRST APPLICATION TO DISCHARGE CONDITIONS

- 3.1. The Fourth Owner covenants with the Council to pay to the Council on the date the first application to discharge conditions is submitted (by either the Fourth Owner or the Remaining Owners) the following:

Quality monitoring fee	£6,750
<b>Amount to be paid</b>	£6,750 + indexation increase (see paragraph 9.3)

- 3.2. The Remaining Owners covenant jointly and severally with the Council to pay to the Council on the date the first application to discharge conditions is submitted (by either the Fourth Owner or the Remaining Owners) the following:

Quality monitoring fee	£8,250
<b>Amount to be paid</b>	£8,250 + indexation increase (see paragraph 9.3)

### 4 CONTRIBUTION ON ANNIVERSARY OF SUBMISSION OF FIRST APPLICATION TO DISCHARGE CONDITIONS

- 4.1. The Fourth Owner covenants with the Council to pay to the Council on the anniversary of the date the first application to discharge conditions was submitted and on the four subsequent anniversaries the following:

Quality monitoring fee	£6,750
<b>Amount to be paid</b>	£6,750 + indexation increase (see paragraph 9.3)

- 4.2. The Remaining Owners covenant jointly and severally with the Council to pay to the Council on the anniversary of the date the first application to discharge conditions was submitted and on the four subsequent anniversaries the following:

Quality monitoring fee	£8,250
<b>Amount to be paid</b>	£8,250 + indexation increase (see paragraph 9.3)

## 5 OCCUPATION OF FIRST DWELLING

- 5.1. The Owners covenant jointly and severally with the Council and the County Council to pay to the Council on the date the first Dwelling is Occupied for the first time the following:

Travel plan monitoring fee	£1,000
<b>Amount to be paid</b>	£1,000 + indexation increase (see paragraph 9.3)

- 5.2. Each of the Owners covenants with the Council and the County Council to implement and comply with the travel plan (as listed in the Planning Permission and as may be subsequently amended as requested by the County Council) from the date the first Dwelling is Occupied for the first time and so long as the Dwellings are in use

- 5.3. Each of the Owners covenants with the Council and the County Council:

- 5.3.1. to review the travel plan with the County Council each year for 5 years starting with the date the first Dwelling was Occupied for the first time
- 5.3.2. not to unreasonably refuse to make amendments to the travel plan requested by the County Council
- 5.3.3. to supply the Council with any amendments to the travel plan

## 6 CONTRIBUTION ON ANNIVERSARY OF OCCUPATION OF FIRST DWELLING

The Owners covenant jointly and severally with the Council and the County Council to pay to the Council on the first anniversary of the date the first Dwelling was Occupied for the first time and on the three subsequent anniversaries the following:

Travel plan monitoring fee	£1,000
<b>Amount to be paid</b>	£1,000 + indexation increase (see paragraph 9.3)



## 7 CONTRIBUTIONS ON OCCUPATION OF EVERY 20 DWELLINGS

- 7.1. The Fourth Owner covenants with the Council and the County Council to pay to the Council on the following dates the amounts in paragraph 7.3 multiplied by the number of Dwellings specified:

Payment Date	Number of Dwellings
When the first 20 Dwellings on the Fourth Owner's Land have been Occupied for the first time	20
When the next 20 Dwellings on the Fourth Owner's Land have been Occupied for the first time	20
When the next 20 Dwellings on the Fourth Owner's Land have been Occupied for the first time	20
When the next 20 Dwellings on the Fourth Owner's Land have been Occupied for the first time	52

- 7.2. The Remaining Owners covenant jointly and severally with the Council and the County Council to pay to the Council on the following dates the amounts in paragraph 7.3 multiplied by the number of Dwellings specified:

Payment Date	Number of Dwellings
When the first 20 Dwellings on the Remaining Owners' Land have been Occupied for the first time	20
When the next 20 Dwellings on the Remaining Owners' Land have been Occupied for the first time	20
When the next 20 Dwellings on the Remaining Owners' Land have been Occupied for the first time	20
When the next 20 Dwellings on the Remaining Owners' Land have been Occupied for the first time	20
When the next 20 Dwellings on the Remaining Owners' Land have been Occupied for the first time	58

7.3.

Adult social care contribution	£77.58
Community learning contribution	£34.45
Cycleway contribution	£58.23
Libraries contribution	£213.14
Secondary schools contribution	£589.95 for each 2-bed flat or



	larger £2,359.80 for each house
Youth services contribution	£51.87
<b>Amount to be paid per Dwelling</b>	To be calculated + indexation increase (see paragraph 9.1)

Allotments contribution	£324
Outdoor sports pitches contribution	£1,915
Strategic parks contribution	£47
<b>Amount to be paid per Dwelling</b>	£2,286 + indexation increase (see paragraph 9.2)

Health care contribution	£504 for each 1-bed Dwelling £720 for each 2-bed Dwelling £1008 for each 3-bed Dwelling £1260 for each 4-bed Dwelling £1728 for each 5-bed Dwelling or larger  £0 for any Affordable Rent Units £0 for any Shared Ownership Units (see schedule 3)
Voluntary sector contribution	£83
<b>Amount to be paid per Dwelling</b>	To be calculated + indexation increase (see paragraph 9.3)

Carbon off-setting contribution	To be calculated as follows using the table in schedule 2:  (a) Insert the total number of tonnes of carbon dioxide emissions for the Dwelling (from the energy performance certificate) in the column for the year in which that Dwelling was first Occupied (b) Insert the same number in the columns for the nine subsequent years (c) Multiply the number by the figure in the row below in each of the 10 columns
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	(d) Add all 10 sub-totals together (e) The total is the amount payable for that Dwelling
<b>Amount to be paid per Dwelling</b>	To be calculated

## 8 QUALITY MONITORING

8.1. Each of the Owners covenants with the Council and the Council covenants with the Owners as follows:

- (a) Prior to the commencement of development, all parties to notify the other parties of their single point of contact in connection with this paragraph. Each single point of contact to be a suitably experienced individual authorised to make relevant decisions and who will devote commensurate time to the development as necessary
- (b) Prior to the submission of any applications to discharge conditions, the Owners to agree with the Council a specification for engagement with the local community regarding the satisfaction of planning conditions imposed on the Planning Permission and the Owners to thereafter use all reasonable endeavours to engage with the local community in accordance with the agreed specification taking into account the Owners' commercial objectives for the development
- (c) The Owners to use all reasonable endeavours to submit applications to discharge planning conditions in a timely manner taking into account the Owners commercial objectives for the development and to respond to any requests for additional information from the Council also in a timely manner
- (d) The Council to use all reasonable endeavours to determine applications to discharge planning conditions in a timely manner and the Council's single point of contact (if not determining the application) to help in resolving any issues preventing discharge. The Council to use all reasonable endeavours to answer any queries in a timely manner
- (e) All parties to approach issues in relation to the construction of the development in a positive way and to work together towards solutions to any problems and in particular the Council to act reasonably in the context of its statutory duties and functions and recognising that it is a public authority and not a commercial organisation
- (f) All parties to use their single point of contact to at least initially raise any issues regarding the satisfaction of conditions



- (g) Through the single points of contact, all parties to monitor compliance with the planning conditions
- (h) Through the single points of contact, all parties to attend site meetings during the construction of the development (provided that such meeting shall not be held more than once every two months or such other times as may reasonably be agreed between the parties) in order to review key milestones and resolve issues arising from implementation of the scheme that impact on the implementation of the Planning Permission and the amenities of the existing community
- (i) Through the single points of contact, all parties to attend the "TENT1 Steering Group" meetings if requested to do so by the TENT 1 Steering Group meetings during the construction of the development in order to discuss the discharge of the planning conditions and discuss the implementation of the development. All parties to use all reasonable but commercially prudent endeavours to implement any recommendations made by the "TENT1 Steering Group"
- (j) The Owners to provide the Council's single point of contact with access to the Site at all reasonable times during construction of the development in order to review and ensure timely and effective compliance with the planning conditions

8.2. Nothing in paragraph 8.1 shall require the Owners to do or refrain from doing anything which would be contrary to any law, rule or regulation Nothing in paragraph 8.1 shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities

## 9 INDEXATION

9.1. Each of the Owners covenants with the Council and the County Council to calculate the indexation increase of the amount referred to in paragraph 7.3 using this formula:

$$\left( \left( \begin{array}{c} \text{most recent} \\ \text{monthly index} \\ \text{figure for the} \\ \text{"General Building} \\ \text{Cost Index"} \text{ when} \\ \text{the payment is due} \end{array} \div \begin{array}{c} \text{index figure for} \\ \text{October 2014 for} \\ \text{the "General} \\ \text{Building Cost} \\ \text{Index"} \end{array} \right) - 1 \right) \times \text{Amount calculated}$$

If the "General Building Cost Index" ceases to be published, each of the Owners covenants with the Council and the County Council to use the replacement formula which the Council would specify on its website.

9.2. Each of the Owners covenants with the Council to calculate the indexation



increase of the amount referred to in paragraph 7.3 using this formula:

$$\left( \left( \frac{\text{most recent quarterly index figure for the "Output Price Indices for Public Works" when the payment is due}}{225} \right) - 1 \right) \times \text{£2,286}$$

If the "Output Price Indices for Public Works" ceases to be published, each of the Owners covenants with the Council to use the replacement formula which the Council would specify on its website.

- 9.3. Each of the Owners covenants with the Council and the County Council to calculate the indexation increase of the quality monitoring fee, travel plan monitoring fee and the amounts referred to in paragraphs 2.2, and 7.3 using this formula:

$$\left( \left( \frac{\text{most recent quarterly index figure for the "All-in Tender Price Index" when the payment is due}}{\text{index figure for the fourth quarter of 2014 for the "All-in Tender Price Index"}} \right) - 1 \right) \times \text{relevant amount}$$

If the "All-in Tender Price Index" ceases to be published, each of the Owners covenants with the Council and the County Council to use the replacement formula which the Council would specify on its website.

## 10 PAYMENTS

- 10.1. Each of the Owners covenants with the Council to pay the contributions and fees by using the Council's paying-in form (available from the Council's website).
- 10.2. If any payment is not made by the date on which it is due, each of the Owners covenants with the Council and the County Council to pay Interest on the sum due from the due date until the date on which payment is received.

## 11 CONDITIONS

- 11.1. The covenants are conditional on:

- (a) The Planning Permission being issued
- (b) The Council and the County Council not enforcing this deed against any person who has parted with their entire interest in the Site or that part in respect of which such breach occurred (except for liability for any subsisting breach arising prior to parting with

- such interest)
- (c) The Council and the County Council not enforcing this deed against a person whose interest in any part of the Site is solely for the purpose of drainage, sewerage or the supply of electricity, gas, water, or telecommunications
- (d) The Council and the County Council not enforcing this deed (excluding paragraphs 2.3 and 4 of schedule 3) against individual owners and occupiers of a Dwelling

11.2. The monitoring fee, quality monitoring fee and the contributions listed below are paid on condition that:

11.2.1. The Council only uses them for the purposes specified:

- (a) The allotments contribution for or towards the provision of 0.12ha of allotments and ancillary facilities within the civil parish of Tenterden or within 1 mile of the boundary of the civil parish of Tenterden and maintenance thereof
- (b) The carbon off-setting contribution for funding carbon savings excluding Infrastructure (which may include costs relating to the designing, procuring, delivering, administering and project managing of works or services or the repayment and reimbursement of expenditure and forward funding (irrespective of when incurred))
- (c) The CPZ contribution for or towards the making and implementation of a traffic regulation order in order to introduce parking restrictions for the roads on the Site
- (d) The monitoring fee for monitoring compliance with this deed and the Planning Permission
- (e) The outdoor sports pitches contribution for or towards the provision of 1 ha of sports pitches and ancillary facilities within the civil parish of Tenterden or within 1 mile of the boundary of the civil parish of Tenterden and maintenance thereof
- (f) The parking contribution for or towards the provision of and/or improvements to parking facilities in the Bridewell Lane car park in Tenterden
- (g) The quality monitoring fee for funding the work of the Council's single point of contact under paragraph 8.1 and administrative and technical support to assist them
- (h) The voluntary sector contribution for or towards the provision of facilities for use by voluntary organisations and/or towards community development and voluntary sector activity excluding Infrastructure and within the civil parish of Tenterden or within 1 mile of the boundary of the civil parish of Tenterden

11.2.2. The Council refunds on request any part of the contributions listed which have not been spent within 15 years of the date of



receipt of the final payment for that contribution

11.3. The strategic parks contribution is paid on condition that:

- 11.3.1. The Council releases the money to Tenterden Town Council and that before it does so, the Council obtains confirmation from the Town Council that the money will be spent within 10 years of the date of receipt of the final payment of the strategic parks contribution by the Town Council and that the monies will only be used for or towards improvements to Tenterden Recreation Ground (including the adjacent Glebe Field) and maintenance thereof
- 11.3.2. The Council refunds on request the relevant sum in the event it is unable to obtain the necessary confirmation from the Town Council

11.4. The travel plan monitoring fee and the contributions listed below are paid on condition that:

- 11.4.1. The Council releases the money to the County Council and that before it does so, the Council obtains confirmation from the County Council that the money will be spent within 15 years of the date of the receipt of the final payment for that contribution by the County Council and that the monies will only be used for the purposes specified:
  - (a) The adult social care contribution for or towards the "Changing Places Project" and access adaptations at the Tenterden Day Centre, Church Road, Tenterden
  - (b) The community learning contribution for additional classes in the Tenterden area (comprising rent and equipment)
  - (c) The cycleway contribution for or towards the provision of two cycling links from the Site to Sandy Lane and for or towards the maintenance of bridges on Six Fields Path and Sandy Lane
  - (d) The libraries contribution for or towards the project to provide facilities including books at Tenterden Library
  - (e) The secondary schools contribution for the project to provide additional classroom accommodation and ancillary facilities at Homewood School
  - (f) The travel plan monitoring fee for the monitoring and review of the travel plan (which may include the recovery of costs previously incurred)
  - (g) The youth services contribution for additional youth service programmes and delivery in Tenterden
- 11.4.2. The Council refunds on request the relevant sum in the event it is unable to obtain the necessary confirmation from the County

## Council

11.5. The health care contribution is paid on condition that:

- 11.5.1. The Council releases the money to the relevant NHS body and that before it does so, the Council obtains confirmation from the body that the money will be spent within 15 years of the date of receipt of the final payment of the healthcare contribution by the NHS body and will only be used for the project to improve, add to or replace Ivy Court Surgery in Tenterden
- 11.5.2. The Council refunds on request the relevant sum in the event it is unable to obtain the necessary confirmation from the relevant NHS body



## SCHEDULE 2

### CARBON OFF-SETTING CONTRIBUTION

Years	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Tonnes of CO <sub>2</sub> emissions for the Dwelling																					
Multiply by	29.8	30.4	31.0	31.6	32.3	32.9	33.6	34.3	34.9	35.6	36.4	37.1	37.8	38.6	39.4	40.1	40.9	41.8	42.6	43.4	44.3
Sub-total																					
Add all 10 sub-totals together = Amount to be paid for that Dwelling	£																				

### SCHEDULE 3

#### AFFORDABLE HOUSING

1. In this deed the following words and expressions shall, unless the context otherwise requires, have the meanings given opposite them:

Words and Expressions

Meanings

**Affordable Housing Land**

In respect of the Fourth Owner's Land, the parts of the Site shown coloured and hatched blue and coloured and hatched red together with the corresponding parking spaces coloured orange and the corresponding curtilage coloured green on the attached plan numbered 5654U/003-E and in respect of the Remaining Owners' Land, the parts of the Site shown coloured and hatched orange together with the corresponding parking spaces coloured orange and the corresponding curtilage coloured green on the attached plan numbered 5654U/003-E

**Affordable Rent Units**

In respect of the Fourth Owner's Land, the Dwellings specified as such on the first page of the attached "Affordable Units Schedule" and in respect of the Remaining Owners' Land, the Dwellings to be approved as such by the Council under paragraph 2.2

**Long Leasehold**

A term of a minimum of 125 years at a peppercorn ground rent and a service charge which relates only to the building within which the Affordable Rent Units are located and any curtilage and common parts other than those which exclusively serve any part of the Site other than the Affordable Rent Units and which is unencumbered

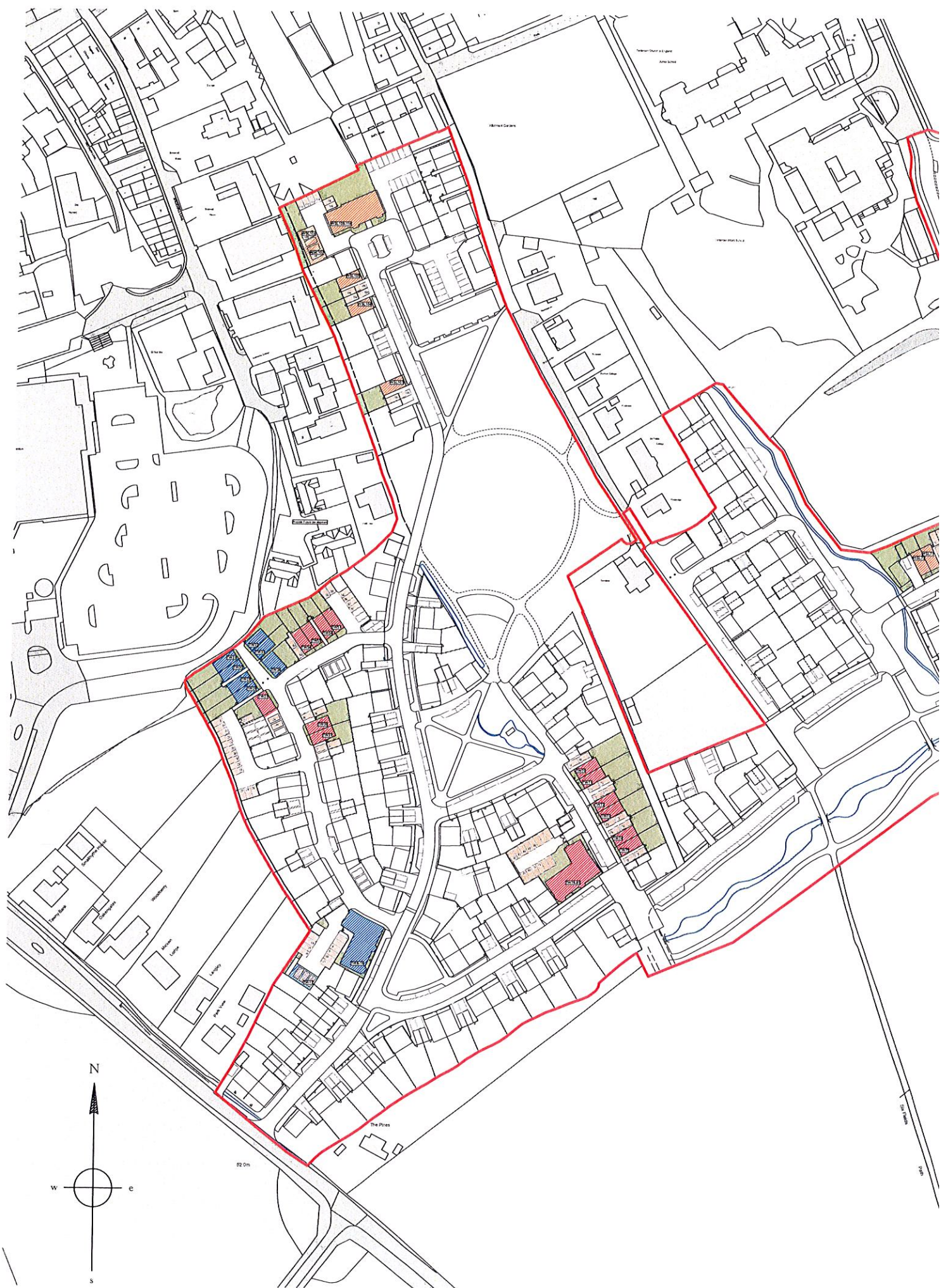
**Market Rent**

means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.3 of the Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards 6th Edition dated January 2008 as amended

**Open Market Dwellings**

All Dwellings excluding the Affordable Rent Units and the Shared Ownership Units









### Taylor Wimpey Site (West)

Plot No.	Tenure Affordable Rented/Shared Ownership	House /Flat/ FOG	Wheelchair unit Y/N	Type	Intl area m2	Intl area ft2	BR	Bedroom sizes (m <sup>2</sup> )
8	A/R	F	N	Apt Block 1	50.74	546	1	14.8
9	A/R	F	N	Apt Block 1	52.30	563	1	13.5
10	A/R	F	N	Apt Block 1	61.57	663	2	12.4/8.9
11	A/R	F	N	Apt Block 1	50.47	543	1	13.5
12	A/R	F	N	Apt Block 1	61.57	663	2	12.4/8.9
13	A/R	F	N	Apt Block 1	50.09	539	1	13.5
14	A/R	F	N	Apt Block 1	65.76	708	2	12.1/8.0
15	A/R	F	N	Apt Block 1	50.42	543	1	12.1
16	A/R	F	N	Apt Block 1	50.04	539	1	13.6
17	A/R	FOG	N	FOG2A	65.00	700	1	13.7
27	A/SO	H	N	W-3-2-C-A	96.60	1040	3	14.5/12.0/8.0
28	A/R	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
29	A/R	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
30	A/R	H	N	N-2-2-C-B1	101.00	1087	2	22.2/19.3
31	A/R	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
32	A/R	H	N	N-1-2-C-A	71.00	764	1	15.1
33	A/R	H	N	N-1-2-C-A	71.00	764	1	15.1
34	A/R	H	N	W-3-2-C-A2	96.60	1040	3	14.5/12.0/8.0
36	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
37	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
54	A/SO	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
55	A/SO	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
56	A/SO	H	N	N-2-2-C-B1	101.00	1087	2	22.2/19.3
57	A/SO	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
70	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
71	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
72	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
73	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
74	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
75	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
78	A/SO	F	N	Apt Block 2	65.76	708	2	12.1/8.0
79	A/SO	F	N	Apt Block 2	50.04	539	1	13.6
80	A/SO	F	N	Apt Block 2	50.42	543	1	12.1
81	A/SO	F	N	Apt Block 2	52.30	563	1	13.5
82	A/SO	F	N	Apt Block 2	50.74	546	1	14.8
83	A/SO	F	N	Apt Block 2	50.47	543	1	13.5
84	A/SO	F	N	Apt Block 2	61.57	663	2	12.4/8.9
85	A/SO	F	N	Apt Block 2	50.09	539	1	13.5
86	A/SO	F	N	Apt Block 2	61.57	663	2	12.4/8.9

## Welbeck Sites (East and North)

Plot No.	Tenure Affordable Rented/Shared Ownership	House /Flat/ FOG	Wheelchair unit Y/N	Type	Intl area m2	Intl area ft2	BR	Bedroom sizes (m <sup>2</sup> )
1	A/TBC	F	N	Apt Block 4	63.01	678	2	12.4/8.5
2	A/TBC	F	N	Apt Block 4	50.07	539	1	12.3
3	A/TBC	F	N	Apt Block 4	50.63	545	1	12.7
4	A/TBC	F	N	Apt Block 4	52.80	568	1	13.6
5	A/TBC	F	N	Apt Block 4	51.31	552	1	13.9
6	A/TBC	F	N	Apt Block 4	61.22	659	2	12.1/8.0
7	A/TBC	F	N	Apt Block 4	50.59	545	1	13.6
8	A/TBC	F	N	Apt Block 4	61.23	659	2	12.1/8.0
9	A/TBC	F	N	Apt Block 4	50.59	545	1	13.6
10	A/TBC	H	N	N-2-2-C-D	83.00	893	2	15.4/12.8
11	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
12	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
13	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
14	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
15	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
16	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
17	A/TBC	H	N	W-3-2-C-A	96.90	1043	3	14.5/12.0/8.0
18	A/TBC	H	N	N-2-2-C-D1	83.00	893	2	15.4/12.8
22	A/TBC	H	N	W-3-2-C-A	96.60	1040	3	14.5/12.0/8.0
23	A/TBC	H	N	W-3-2-C-A	96.60	1040	3	14.5/12.0/8.0
24	A/TBC	H	N	W-3-2-C-A	96.60	1040	3	14.5/12.0/8.0
34	A/TBC	H	N	N-2-2-C-D1	83.00	893	2	15.4/12.8
57	A/TBC	F	N	Apt Block 3	50.80	547	1	14.8
58	A/TBC	F	N	Apt Block 3	52.36	564	1	13.5
59	A/TBC	F	N	Apt Block 3	61.57	663	2	12.4/8.0
60	A/TBC	F	N	Apt Block 3	50.09	539	1	13.5
61	A/TBC	F	N	Apt Block 3	61.56	663	2	12.4/8.0
62	A/TBC	F	N	Apt Block 3	50.09	539	1	13.5
63	A/TBC	F	N	Apt Block 3	66.94	721	2	13.3/9.1
64	A/TBC	F	N	Apt Block 3	51.22	551	1	12
65	A/TBC	F	N	Apt Block 3	50.35	542	1	12.5
66	A/TBC	H	N	N-2-2-C-D4	83.00	893	2	15.4/12.8
68	A/TBC	FOG	N	FOG2A	65.00	700	1	13.7
69	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
70	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
71	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
72	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
101	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
104	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
105	A/TBC	H	N	N-2-2-C-D1	83.00	893	2	15.4/12.8
107	A/TBC	FOG	N	FOG1	54.00	581	1	12.4
108	A/TBC	FOG	N	FOG1	54.00	581	1	12.4
109	A/TBC	F	N	Apt Block 6	50.57	544	1	12.0
110	A/TBC	F	N	Apt Block 6	66.38	715	2	13.6/8.0
111	A/TBC	F	N	Apt Block 6	69.37	747	2	13.6/8.1
112	A/TBC	F	N	Apt Block 6	58.58	631	1	16.9
113	A/TBC	F	N	Apt Block 6	66.37	714	2	13.6/8.0
114	A/TBC	F	N	Apt Block 6	66.73	718	2	13.6/8.1



**Registered Provider of Social Housing**

A provider of social housing registered with the regulator of social housing and who has signed a nominations agreement with the Council

**Shared Ownership Units**

In respect of the Fourth Owner's Land, the Dwellings specified as such on the first page of the attached "Affordable Units Schedule" and in respect of the Remaining Owners' Land, the Dwellings to be approved as such by the Council under paragraph 2.2

**2. OBLIGATIONS ON COMMENCEMENT**

- 2.1. The Fourth Owner covenants with the Council to construct the Affordable Rent Units and the Shared Ownership Units in the locations on the Fourth Owner's Land and with the floorspace, number of bedrooms and size of bedrooms as specified on the attached plan numbered 5654U/003-E and the first page of the attached "Affordable Units Schedule".
- 2.2. The Remaining Owners covenant jointly and severally with the Council not to start construction of any of the Dwellings on the Remaining Owners' Land until the Council has approved which of the 21 Dwellings on the second page of the "Affordable Housing Schedule" are to be Affordable Rent Units and which of the remaining 27 Dwellings on the second page of the "Affordable Housing Schedule" are to be Shared Ownership Units
- 2.3. The Remaining Owners covenant jointly and severally with the Council to construct the Affordable Rent Units and the Shared Ownership Units in the locations on the Remaining Owners' Land and with the floorspace, number of bedrooms and size of bedrooms as specified on the attached plan numbered 5654U/003-E and the second page of the attached "Affordable Housing Schedule" and as approved by the Council under paragraph 2.2

**3. OBLIGATIONS ON OCCUPATION OF 75% OF OPEN MARKET DWELLINGS ON FOURTH OWNER'S LAND**

The Fourth Owner covenants with the Council not to Occupy nor to allow Occupation of more than 75% of the Open Market Dwellings on the Fourth Owner's Land until:

- 3.1. All of the Affordable Rent Units and Shared Ownership Units on the Fourth Owner's Land have been completed and made ready for Occupation
- 3.2. The freehold of the Affordable Housing Land on the Fourth Owner's Land has been transferred to the Registered Provider of Social Housing (in the case of flats a Long Leasehold may be granted instead)

#### **4. OBLIGATIONS ON OCCUPATION OF 75% OF OPEN MARKET DWELLINGS ON REMAINING OWNERS' LAND**

The Remaining Owners covenant jointly and severally with the Council not to Occupy nor to allow Occupation of more than 75% of the Open Market Dwellings on the Remaining Owners' Land until:

- 4.1. All of the Affordable Rent Units and Shared Ownership Units on the Remaining Owners' Land have been completed and made ready for Occupation
- 4.2. The freehold of the Affordable Housing Land on the Remaining Owners' Land has been transferred to the Registered Provider of Social Housing (in the case of flats a Long Leasehold may be granted instead)

#### **5. OBLIGATIONS ON COMPLETION OF AFFORDABLE HOUSING ON FOURTH OWNER'S LAND**

The Fourth Owner covenants with the Council as follows:

- 5.1. Not to Occupy nor to allow Occupation of the Affordable Rent Units and Shared Ownership Units on the Fourth Owner's Land other than:
  - (a) in the tenure specified on the first page of the attached "Affordable Housing Schedule"
  - (b) by a tenant or leaseholder of a Registered Provider of Social Housing
- 5.2. Not to Occupy nor to allow Occupation of any Shared Ownership Unit on the Fourth Owner's Land other than under a lease which includes the following terms:
  - (a) initial purchase in the range of 25%-75% equity dependent upon the ability of the purchasers to obtain finance
  - (b) rent for the outstanding equity and any service charges at an average over all the Shared Ownership Units on the Fourth Owner's Land taken together of 2.75% (but with a maximum for any individual Shared Ownership Unit of 3%) of the value of the outstanding equity and thereafter increasing in accordance with the Homes and Communities Agency's guidance for rental increases on shared ownership homes
  - (c) the ability but no obligation to purchase additional shares of equity of 10% or more at any one time at a valuation to be independently determined
- 5.3. Not to Occupy nor to allow Occupation of any Affordable Rent Unit on the Fourth Owner's Land other than under a tenancy where the rent payable is no more than 80% of the market rent including any service charges



- 5.4. Not to let the Affordable Rent Units on the Fourth Owner's Land and not to lease the Shared Ownership Units on the Fourth Owner's Land other than in accordance with the nominations agreement in force from time to time between the Council and the Registered Provider of Social Housing

**6. OBLIGATIONS ON COMPLETION OF AFFORDABLE HOUSING ON REMAINING OWNERS' LAND**

The Remaining Owners covenant jointly and severally with the Council as follows:

- 6.1. Not to Occupy nor to allow Occupation of the Affordable Rent Units and Shared Ownership Units on the Remaining Owners' Land other than:
- (a) in the tenure approved by the Council under paragraph 2.2
  - (b) by a tenant or leaseholder of a Registered Provider of Social Housing
- 6.2. Not to Occupy nor to allow Occupation of any Shared Ownership Unit on the Remaining Owners' Land other than under a lease which includes the following terms:
- (a) initial purchase in the range of 25%-75% equity dependent upon the ability of the purchasers to obtain finance
  - (b) rent for the outstanding equity and any service charges at an average over all the Shared Ownership Units on the Remaining Owners' Land taken together of 2.75% (but with a maximum for any individual Shared Ownership Unit of 3%) of the value of the outstanding equity and thereafter increasing in accordance with the Homes and Communities Agency's guidance for rental increases on shared ownership homes
  - (c) the ability but no obligation to purchase additional shares of equity of 10% or more at any one time at a valuation to be independently determined
- 6.3. Not to Occupy nor to allow Occupation of any Affordable Rent Unit on the Remaining Owners' Land other than under a tenancy where the rent payable is no more than 80% of the market rent including any service charges
- 6.4. Not to let the Affordable Rent Units on the Remaining Owners' Land and not to lease the Shared Ownership Units on the Remaining Owners' Land other than in accordance with the nominations agreement in force from time to time between the Council and the Registered Provider of Social Housing

**7. CONDITIONS**

The covenants in this schedule are conditional on:

- 7.1. In the event that the Registered Provider of Social Housing is unable, after having marketed the property in accordance with its nominations agreement with the Council, to lease a Shared Ownership Unit, the Registered Provider of Social Housing being able to let that Dwelling as an Affordable Rent Unit instead
- 7.2. The Council not enforcing this schedule against:
  - (a) Any mortgagee or chargee of the Registered Provider of Social Housing (including any receiver appointed) in the event it takes possession of the Affordable Housing Land, as long as:
    - i. the Council is notified that a power of sale has become exercisable;
    - ii. the mortgagee or chargee is unable, despite using all reasonable endeavours, within a period of 8 weeks from the date of notification to enter into a binding contract to dispose of the Affordable Housing Land to another Registered Provider of Social Housing or to the Council upon terms reasonably satisfactory to the mortgagee, chargee or body (or receiver); and
    - iii. a disposal by the mortgagee or chargee to a person other than another Registered Provider of Social Housing or the Council is completed within a further 12 months
  - (b) Any person other than another Registered Provider of Social Housing deriving title from the mortgagee or chargee who has satisfied the conditions in (a) above
  - (c) Any mortgagee or chargee of a leaseholder of a Shared Ownership Unit (including any receiver appointed) in the event it takes possession of the Shared Ownership Unit, as long as:
    - i. the Council is notified that a power of sale has become exercisable;
    - ii. the mortgagee or chargee is unable, despite using all reasonable endeavours, within a period of 8 weeks from the date of notification to enter into a binding contract to dispose of the Affordable Housing Land to another Registered Provider of Social Housing or to the Council upon terms reasonably satisfactory to the mortgagee, chargee or body (or receiver); and
    - iii. a disposal by the mortgagee or chargee to a person other than another Registered Provider of Social Housing or the Council is completed within a further 12 months



- (d) Any person other than another Registered Provider of Social Housing deriving title from the mortgagee or chargee who has satisfied the conditions in (c) above
- 7.3. The covenants ceasing to apply to an Affordable Rent Unit where that unit has been purchased by the tenant under the right to buy or right to acquire
- 7.4. The covenants ceasing to apply to a Shared Ownership Unit where that leaseholder has staircased to 100% ownership under their lease

**Signed as a deed by  
GILLIAN ELLEN FURMSTON**

\_\_\_\_\_  
Owner's signature

**In the presence of  
a witness**

\_\_\_\_\_  
Witness' signature

Name of witness

\_\_\_\_\_

Address of witness

\_\_\_\_\_

\_\_\_\_\_

**Signed as a deed by  
ALAN VICTOR BATES**

\_\_\_\_\_  
Owner's signature

**In the presence of  
a witness**

\_\_\_\_\_  
Witness' signature

Name of witness

\_\_\_\_\_

Address of witness

\_\_\_\_\_

\_\_\_\_\_



Signed as a deed by  
MELINDA MARGARET MARY STANCLIFFE BATES

\_\_\_\_\_  
Owner's signature

In the presence of  
a witness


\_\_\_\_\_  
Witness' signature

Name of witness

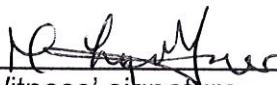
Address of witness

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

Signed as a deed by  
SIMON GEORGE ORPIN

  
\_\_\_\_\_  
Owner's signature

In the presence of  
a witness

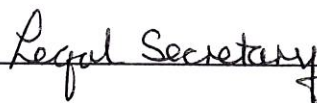
  
\_\_\_\_\_  
Witness' signature

Name of witness

MARQUERITA LYNN TURNER

Address of witness

\_\_\_\_\_  
WHITEHEAD MONCKTON SOLICITORS  
3-4 Market Square, High Street  
Tenterden, Kent TN30 6BN  
TEL: 01580 765722  
\_\_\_\_\_

  
\_\_\_\_\_

**Executed as a DEED by  
TAYLOR WIMPEY UK LIMITED  
acting by two Directors or  
a Director and its Secretary:-**

Director

Director/Secretary

**Signed as a deed by**

\_\_\_\_\_  
**as authorised signatory for  
LLOYDS BANK PLC**

\_\_\_\_\_  
Authorised signatory

**In the presence of  
a witness**

\_\_\_\_\_  
Witness' signature

Name of witness

\_\_\_\_\_

Address of witness

\_\_\_\_\_

\_\_\_\_\_



The common seal of  
**THE TOWN MAYOR AND COUNCILLORS  
OF THE TOWN OF TENTERDEN**  
was affixed to this deed  
in the presence of

---

Authorised Signatory

The common seal of  
**ASHFORD BOROUGH COUNCIL**  
was affixed to this deed  
in the presence of

---

Mayor

---

Solicitor, Legal and Democratic Services

The common seal of  
**THE KENT COUNTY COUNCIL**  
was affixed to this deed  
in the presence of

---

Authorised Signatory







