

DATED

18th October 2022

SWALE BOROUGH COUNCIL

-and -

S W ATTWOOD (FARMS) LIMITED

-and-

STEPHEN WILLIAM ATTWOOD & JAMES FRANK ATTWOOD

**DEED OF AGREEMENT PURSUANT TO
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO THE DEVELOPMENT OF
LAND AT HIGHFIELD ROAD, MINSTER ON SEA, KENT
Planning Application Ref No 20/505921/OUT**

Mid Kent Legal Services
Swale Borough Council
Swale House
East Street
Sittingbourne
Kent ME10 3HT
Ref.: S017302



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THIS DEED OF AGREEMENT is dated the 18th day of October 2022

BETWEEN

- 1) **SWALE BOROUGH COUNCIL** of Swale House East Street Sittingbourne Kent ME10 3HT (the "**Borough Council**") and
- 2) **S W ATTWOOD (FARMS) LIMITED** (Company Registration No 07841711) whose registered office is at New Hook Farm Lower Road Eastchurch Sheerness ME12 3SU (the "**First Owner**") and
- 3) **STEPHEN WILLIAM ATTWOOD & JAMES FRANK ATTWOOD** of New Hook Farm Lower Road Eastchurch Sheerness ME12 3SU (the "**Second Owner**")

(the First Owner and the Second Owner together defined as the "**Owners**");

RECITALS

- A. The Borough Council is the local planning authority and local housing authority for the area within which the Land is situated and the appropriate statutory body to enforce this Deed for the purposes of Section 106 of the 1990 Act
- B. The County Council is the statutory authority responsible for education, libraries, youth services, community learning, adult social care, and waste for the area within which the Land is situated
- C. The Application was made to the Borough Council
- D. The Borough Council by its Planning Committee at its meeting held on 21 July 2022 resolved that planning permission be granted for the Development subject to conditions and the prior completion of this Deed (without which planning permission would have been refused)
- E. The Owners are persons interested in the Land by virtue of being the registered proprietor with freehold with title absolute of the Land as set out in Schedule 1
- F. The Parties agree that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms directly relate to the development and fairly and reasonably relate in scale and kind to the Development in accordance with Regulation 122 of the Community Infrastructure Regulations 2010

- G. The Owners have agreed to enter into this Deed to regulate the Development and to give effect to the terms of the resolution of the Borough Council's Planning Committee hereinbefore recited which Deed may also secure other planning benefits
- H. The Borough Council is a Local Authority for the purposes of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive to and be incidental to the Borough Council's functions
- I. This Deed is made pursuant to Section 106 of the 1990 Act and to the extent that any obligations contained in this Deed are not planning obligations for the purposes of the 1990 Act they are entered into by the Borough Council pursuant to the powers contained in section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and all other powers so enabling

OPERATIVE PROVISIONS

IT IS AGREED as follows

1. DEFINITIONS

- 1.1 Unless the context otherwise requires where in this Deed the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by the definitions contained in Paragraphs 1.1 to the relevant Schedules

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"All in Tender Price Index"	means the All in Tender Price Index published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors
"Application"	means the application for outline planning permission submitted by New Homes and Land to the Borough Council to carry out the Development at the Land and given the registered reference number 20/505921/OUT
"Borough Council"	means the financial contributions payable to the

Contributions"	<p>Borough Council pursuant to Schedule 3 and Schedule 4 comprising</p> <ul style="list-style-type: none"> a) the Children's Play Contribution b) the Formal Sports Contribution c) the Refuse Bins Contribution d) the SPA Mitigation Contribution
"Commencement of Development"	<p>means the carrying out of a material operation as defined in section 56(4) of the 1990 Act which is not a Preparatory Operation and the words "Commence" and "Commence Development" shall be construed accordingly</p>
"County Council"	<p>means The Kent County Council of Sessions House County Hall Maidstone Kent ME14 1XQ who are the education authority, the community learning authority, the youth services authority, the social care authority, the libraries authority and the waste authority for the area within which the Land is situated</p>
"County Council Contributions"	<p>means the financial contributions payable to the County Council pursuant to Schedule 3 comprising</p> <ul style="list-style-type: none"> a) the Community Learning Contribution b) the Libraries Contribution c) the Secondary Education Contribution d) the Social Care Contribution e) the Waste Contribution f) the Youth Services Contribution
"Deed"	<p>means this deed of agreement together with all</p>

Schedules and Appendices

“Development”

means the development of up to 16 dwellings and all necessary supporting infrastructure including internal access roads, footpaths and parking, open space and landscaping, drainage, utilities and service infrastructure works (all detailed matters are reserved for subsequent approval except for access to Highfield Road) on the Land as set out in the Application pursuant to the Planning Permission

“Dwelling”

means any residential unit to be erected on the Land pursuant to the Planning Permission (and approved pursuant to the Reserved Matters Approval)

“General Building Cost Index”

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

“Implementation of the Planning Permission”

means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and the words **“Implement”** and **“Implemented”** and **“Implementation”** shall be construed accordingly **AND FOR THE AVOIDANCE OF DOUBT** Implementation of the Planning Permission is not to be construed as Commencement of Development

“Index Linked”

means adjusted by reference to the relevant index pursuant to the provisions of Clause 18.

“Interest Rate”

means interest at 4% per annum above the base lending rate of Lloyds Bank PLC from time to time applicable at the actual date of payment

“Land”

means the land against which this Deed may be enforced as detailed in Schedule 1 and shown edged in red on the Plan

"Occupy"	means taking beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction, fitting out, finishing or decoration of that building nor occupation in relation to site and building security operations and for the avoidance of doubt the completion of the sale of any Dwelling shall constitute permitting its occupation and "Occupation" "Occupier" or "Occupied" shall be construed accordingly
"Parties"	means the Owners and the Borough Council as the context so requires and "Party" means any one of them
"Plan"	means the plan entitled "Site Location Plan" (Drawing No 1602.001 Revision A) prepared by JB Planning Associates and dated 05/01/2021 annexed as Appendix 1
"Planning Permission"	means planning permission for the Development to be granted pursuant to the Application subject to conditions
"Practical Completion"	means the proper issue of one or more certificate(s) of practical completion of any works carried out pursuant to this Deed or as the context may allow any part section or phase thereof by an independent architect civil engineer chartered surveyor or other certifying professional (as the case may be) and the term "Practically Complete" shall be construed accordingly
"Preparatory Operation"	means an operation or item of work of or connected with or ancillary to <ul style="list-style-type: none"> a) archaeological investigation b) exploratory boreholes and trial pits c) site clearance (but excluding demolition of a building

or structure)

- d) diversion decommissioning and/or laying of services for the supply or carriage of water sewerage gas electricity telecommunications or other media or utilities
- e) the erection of fences and hoardings around the Land and
- f) construction of temporary access and service roads

“Reserved Matters Application”

means an application for approval of reserved matters in accordance with the Planning Permission

“Reserved Matters Approval”

means an approval given by the Borough Council of a Reserved Matters Application

“Retail Price Index”

means the Retail Price Index published by the Office for National Statistics

“Statutory Undertakers”

means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator

“VAT”

means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it)

“Working Day”

means a day which is not a Saturday Sunday bank holiday in England (as defined in paragraph 1 of Schedule 1 to the Banking and Financial Dealings Act 1971) or other public holiday

2. INTERPRETATION

- 2.1 A reference to any Clause Plan Paragraph Schedule Appendix or Recital such reference is a reference to a Clause Plan Paragraph Schedule Appendix or Recital in (or in the case of plans attached to) this Deed

- 2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed
- 2.3 Words importing the singular include the plural and vice versa
- 2.4 Words importing the masculine gender include the feminine and neuter genders and vice versa
- 2.5 Words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.6 Reference 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 Borough Council shall include any successor to their respective statutory functions
- 2.7 Reference to any officer of the Borough Council means such officer or such other officer as may be lawfully designated by the Borough Council for the purposes of discharging such duties and functions
- 2.8 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individual severally
- 2.9 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
- 2.10 References in this Deed to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order delegated legislation plans regulations permissions and directions amending re-enacting consolidating replacing or made pursuant to the same as current and in force from time to time
- 2.11 Any words following the terms "including" "include" "in particular" "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms
- 2.12 Any financial contributions collected pursuant to the terms of this Deed may be pooled with other funds for use by the receiving party for the purposes for which those contributions were paid **AND FOR THE AVOIDANCE OF DOUBT** any financial contribution may be used towards professional and other fees and investigative works

and studies reasonably incurred and/or undertaken by the person receiving the financial contribution in order to achieve the purposes for which the requisite contribution was paid

3. LEGAL BASIS

3.1 This Deed is made pursuant to section 106 of the 1990 Act section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and any other enabling powers

3.2 The covenants obligations restrictions and requirements imposed upon the Parties by this Deed

3.2.1 are entered into pursuant to the provisions of section 106 of the 1990 Act

3.2.2 are planning obligations for the purposes of section 106 of the 1990 Act

3.2.3 relate to the Land

3.2.4 are entered into with intent to bind the Owners' interest in the Land as set out in Schedule 1 and each and every part thereof into whosoever hands the same may come

3.2.5 are enforceable by the Borough Council as the local planning authority

3.2.6 are executed by the respective Parties as a deed

3.3 To the extent that any obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into by the Borough Council pursuant to the powers contained in section 111 of Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 Section 1 of the Localism Act 2011 and all other powers so enabling

4. CONDITIONALITY

4.1 With the exception of this Clause 4 and Clauses 1, 2, 3, 5.2, 5.3, and 7 to 23 inclusive (which take effect immediately on the date of this Deed) this Deed is conditional on the grant and issue of the Planning Permission

5. COVENANTS AND OBLIGATIONS OF THE OWNERS

- 5.1 The Owners covenant with the Borough Council to perform and observe the covenants obligations restrictions and requirements contained in this Deed
- 5.2 The Owners shall permit the Borough Council and its authorised employees and agents upon reasonable notice to enter the Land (but not any parts that have been built upon) at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed have been performed or observed **SUBJECT TO** compliance by the Borough Council and its authorised employees and agents at all times with the Owners site regulations and requirements and health and safety law and good practice
- 5.3 The Owners covenant to pay before completion of this Deed
 - 5.3.1 the Borough Council's reasonable legal and administrative costs and disbursements incurred in connection with the negotiation preparation execution completion and registration (as a local land charge) of this Deed
 - 5.3.2 the sum of £5,000.00 to the Borough Council in connection with the monitoring and administration of this Deed

whether or not this Deed is delivered in accordance with Clause 24

6. COVENANTS AND OBLIGATIONS OF THE BOROUGH COUNCIL

- 6.1 The Borough Council covenants with the Owners that subject to the Owners carrying out and observing the Owners covenants obligations restrictions and requirements herein it will perform the Borough Council's covenants as set out in this Deed
- 6.2 The Borough Council shall on request by the payer repay such unspent funds as the Borough Council is holding to the payer of the monies paid under Clause 5.3.2 within 20 (twenty) Working Days of the Planning Permission
 - 6.2.1 being quashed revoked withdrawn expiring or failing to be issued pursuant to Clause 8.1 or
 - 6.2.2 failing to be Implemented but less any costs incurred by the Borough Council in monitoring the Deed including confirming whether or not the Planning Permission has in fact been Implemented together with any administrative

expenses

7. RELEASE AND EXCLUSIONS

- 7.1 Save for Clause 5.2 no planning obligations contained in this Deed shall be binding on any Statutory Undertaker with any existing interest in any part of the Land or acquires an interest in any part of the Land for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication services
- 7.2 Save for Clause 5.2 and subject to Clause 16.2 those obligations contained in this Deed specifically regulating the use of land or buildings after construction no planning obligations contained in this Deed shall be binding on any freehold or leasehold owners or occupiers of individual Dwellings (or their respective mortgagees or successors in title) constructed pursuant to the Planning Permission
- 7.3 No person shall be liable for breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to the rights of the Borough Council in relation to any subsisting or any antecedent breach non-performance or non-observance arising prior to parting with such interest

8. DETERMINATION OF THE PLANNING PERMISSION

- 8.1 Save for Clause 5.3 this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is not issued or shall be revoked or modified pursuant to section 97 of the 1990 Act or quashed or otherwise withdrawn (without the consent of the Owners) or expires prior to Implementation of the Planning Permission
- 8.2 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 or modification variation or amendment thereof) granted after the date of this Deed
- 8.3 If the Borough Council agrees following an application under section 73 of the 1990 Act to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and apply in equal terms to the new planning permission **UNLESS** the Borough Council

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

9. DISPUTES AND EXPERT DETERMINATION

- 9.1 Without prejudice to the rights of the Borough Council to take immediate alternative action in the event of any dispute or difference between the Parties touching or concerning any matter arising out of this Deed (SAVE FOR the amount of any contribution payable pursuant to this Deed or the due date of payment) such dispute or difference shall be referred to an expert ("the Expert") to be appointed on the application of the Parties by the President (or equivalent person) for the time being of the professional body in England chiefly relevant to such dispute or difference
- 9.2 In the absence of agreement as to whom to appoint as the Expert or as to the appropriate professional body referred to in Clause 9.1 within 10 (ten) Working Days after a written request by one Party to the others to agree to the appointment of an Expert then the question of the appropriate Expert or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of a Party and such a solicitor shall act as an expert and his decision as to the Expert or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference 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 in equal shares
- 9.3 The Expert shall act as an expert and save in case of manifest error his decision shall be final and binding on the Parties to the dispute or difference 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 to the dispute or difference in equal shares
- 9.4 The Expert shall be required to give notice to each of the Parties to the dispute requiring them to submit to him within 10 (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 10 (ten) Working Days in respect of any such submission and supporting material

- 9.5 Any expert howsoever appointed shall be subject to the express requirement that a decision shall be in writing (and give reasons for his decision) and shall be 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 28 (twenty-eight) Working Days after the conclusion of any hearing that takes place or 28 (twenty-eight) Working Days after he has received the last submission or written representation
- 9.6 Nothing in this Clause 9 shall be taken to fetter or limit the ability of the Borough Council to carry out its functions and duties nor to limit the ability of any of the Parties to refer a dispute to the Courts of England and Wales

10. NOTICES

- 10.1 Any notice approval refusal consent certificate confirmation direction authority agreement action expression of satisfaction request or other communication to be given under this Deed must be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service marked for the attention of the person and copied to the person(s) (as the case may be) identified below **SAVE THAT** any of the Parties may by written notice notify the other Parties of an alternative address (which address must be based in England and Wales) for the service of subsequent notices or other written communications in which case those details shall be substituted for the details provided below

The Borough Council Swale Borough Council

Address

The Head of Planning Services
Swale Borough Council
Swale House
East Street
Sittingbourne
Kent ME10 3HT

Reference 20/505921/OUT Land at Highfield Road Minster-On-Sea Kent

With a copy to

The Section 106 Monitoring Officer

The First Owner	S W Attwood (Farms) Limited
Address	New Hook Farm Lower Road Eastchurch Sheerness Kent ME12 3SU
The Second Owner	Stephen William Attwood and James Frank Attwood
Address	New Hook Farm Lower Road Eastchurch Sheerness Kent ME12 3SU
The Mortgagee	The Mortgage Works (UK) PLC
Address	Nationwide House Pipers Way Swindon SN38 1NW

10.2 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication given pursuant to this Deed shall conclusively be deemed to have been received

10.2.1 if delivered by hand on signature of a delivery receipt provided that if delivery occurs before 09h00 on a Working Day the notice will be deemed to have been received at 09h00 on that day and if delivery occurs after 17h00 on a Working Day or on a day which is not a Working Day the notice will be deemed to have been received at 09h00 on the next Working Day or

10.2.2 if sent by pre-paid first class post or other next Working Day delivery service within the United Kingdom at 09h00 on the day 2 (two) Working Days after the date of posting

10.3 Any notice or request by the Owners for approval consent certificate direction authority agreement action expression of satisfaction or other communication required pursuant to this Deed shall cite the Clause or Paragraph of the relevant Schedule to this Deed to which such notice or request relates

10.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution

11 LOCAL LAND CHARGE

11.1 This Deed is a local land charge and shall be registered as such by the Borough

Council

- 11.2 Where in the opinion of the Owners any of the provisions of this Deed have been satisfied the Owners shall be entitled to apply to the Borough Council for confirmation to that effect and (subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) upon the Borough Council being satisfied that the relevant obligation or covenant (as the case may be) has been satisfied the Borough Council shall as soon as is reasonably practicable issue a confirmation to such effect to the Owners
- 11.3 The Borough Council shall upon the request of the Owners (and subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) at any time after all the obligations of the Owners under this Deed have been performed or otherwise discharged and the Borough Council being satisfied that this Deed no longer serves a useful purpose as soon as is reasonably practicable cancel all entries made in the local land charges register in respect of this Deed

12. SUCCESSORS IN TITLE

- 12.1 The Owners enter into the obligations set out in this Deed for themselves and their successors in title for the benefit of the Borough Council to the intent that the obligations in this Deed shall be enforceable not only against the Owners but also against the successors in title of the Owners and any person claiming through or under the Owners an interest or estate in the Land or any part thereof

13. POWERS OF THE BOROUGH COUNCIL

- 13.1 Nothing contained or implied in this Deed shall fetter prejudice restrict or affect the rights discretions powers duties responsibilities and obligations of the Borough Council under all and any legislative instrument including statutes by-laws statutory instruments orders and regulations for the time being in force in the exercise of its function as a local authority

14. SEVERABILITY

- 14.1 If any provision (or part thereof) of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions (or such part of the provisions as is still enforceable) shall not in any way be deemed thereby to be affected impaired or called into question

15. RIGHTS OF THIRD PARTIES

- 15.1 The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed

16. CHANGE OF OWNERSHIP AND NEW INTEREST

- 16.1 The Owners warrant that

16.1.1 they have full authority to enter into this Deed

16.1.2 no person other than the persons identified in Schedule 1 has any legal or equitable interest in the Land and that it has not leased mortgaged charged or otherwise created any interest in the Land at the date of this Deed

16.1.3 they know of no impediment to the validity of this Deed

16.1.4 there is no subsisting breach of the terms of any mortgage or legal charges secured on the Land and that (if applicable) all payments due to any mortgagee or chargee are paid as at the date of this Deed

16.1.5 they shall make good any loss to the Borough Council as a result of a breach of this warranty within 10 (ten) Working Days of a request to do so

- 16.2 The Owners shall not complete the transfer or lease of any Dwelling if any monies due to be paid to the Borough Council pursuant to the terms of this Deed by the date of Occupation of that Dwelling have not been paid

- 16.3 The Owners shall give the Borough Council immediate notice of any conveyance transfer lease assignment mortgage or other disposition entered into in respect of all or any part of the Land or 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

16.3.1 the name and address of the person to whom the disposition was made (and in the case of a company the full name and registered office address) and

16.3.2 the nature and extent of the interest disposed of by reference to a plan

- 16.4 In the event of the Borough Council considering it appropriate to note the provisions

of this Deed against the title to the Land at H M Land Registry the Owners hereby consent and shall do or concur in doing all things necessary or advantageous to enable the said entries to be made and shall reimburse the Borough Council its costs and expenses in relation to effecting such entries

17. WAIVER

- 17.1 No waiver (whether expressed or implied) by the Borough Council of any breach or default or delay in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

18. INDEXATION

- 18.1 All the financial contributions payable pursuant to this Deed shall be Index Linked
- 18.2 Save for the SPA Mitigation Contribution the Borough Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the All in Tender Price Index between the quarterly index figure immediately preceding the Committee Resolution of 21 July 2022 and the quarterly index figure for the quarter immediately preceding the date of the actual payment
- 18.3 The SPA Mitigation Contribution payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the Retail Price Index between the quarterly index figure immediately preceding the Committee Resolution of 21 July 2022 and the quarterly index figure for the quarter immediately preceding the date of the actual payment
- 18.4 The County Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the General Building Cost Index from April 2020 (Index 360.3) and the monthly index figure for the month of the date of the actual payment
- 18.5 Where reference is made to any index in this Deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) issued or caused to be issued from time to time by the Building Costs Information Service Royal Institution of Chartered Surveyors or other

appropriate body and as may commonly be used in place of that index and as approved by the Borough Council or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Borough Council shall approve

19 INTEREST

- 19.1 If any sum or amount due under this Deed has not been paid to the Borough Council by the date it is due the Owners shall pay the Borough Council interest on that amount at the Interest Rate with such interest accruing on a daily basis for the period from the date payment is due to and including the date of payment

20. VAT

- 20.1 Each amount stated to be payable by one Party to the other under or pursuant to this Deed is exclusive of VAT
- 20.2 If any VAT is at any time chargeable on any supply made by any Party under or pursuant to this Deed the Party making the payment shall pay the other an amount equal to that VAT as additional consideration subject to receipt of a valid VAT invoice

21 AGREEMENTS AND DECLARATIONS

- 21.1 The Parties agree that
- 21.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and
 - 21.1.2 nothing in this Deed grants planning permission or any other approval consent or permission required from the Borough Council in the exercise of any other statutory function
- 21.2 Without prejudice to the terms of any other provision herein or any order for costs made by any competent authority the Owners shall pay all evidenced costs charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably incurred by the Borough Council for the purpose of or incidental to the enforcement of any right or power of the Borough Council or any obligation of the Owners arising hereunder **PROVIDED THAT** the Borough Council shall have notified the Owners of any alleged defaults under this Deed and given the Owners a reasonable period to rectify any alleged default

22. GOVERNING LAW

- 22.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England
- 22.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales

23 DELIVERY

- 23.1 This Deed is delivered on the date written at the start and the provisions of this Deed (other than this Clause and Clause 5.3 which shall be of immediate effect) shall be of no effect until this Deed has been dated

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written

The COMMON SEAL of **SWALE**
BOROUGH COUNCIL was affixed to
this Deed in the presence of

)
)
)
)



ROBIN HARRIS

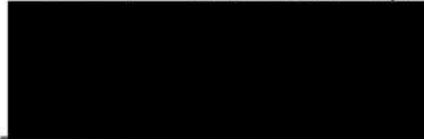
Authorised Signatory

Executed as a DEED by **S W**)
ATTWOOD (FARMS) LIMITED)
acting by two directors or a director)
and its secretary]



Director

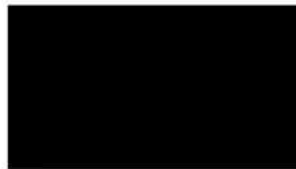
Name (IN BLOCK CAPITALS) of Authorised
Signatory **STEPHEN ATTWOOD**



Director/Company Secretary
(Delete as necessary)

Name (IN BLOCK CAPITALS) of Authorised
Signatory **JAMES FRANK ATTWOOD**

Signed as a DEED by **STEPHEN**)
WILLIAM ATTWOOD in the)
presence of



Signature

Name (IN BLOCK CAPITALS): **STEPHEN ATTWOOD**

Signature of witness

Name (IN BLOCK CAPITALS)

Address



MAXINE SMOKER.

**1 KETLEY CLOSE
EASTCHURCH
KENT
ME12 4EL**

Signed as a DEED by **JAMES
FRANK ATTWOOD** in the presence
of

)
)



Signature



Name (IN BLOCK CAPITALS): JAMES ATTWOOD.

Signature of witness

Name (IN BLOCK CAPITALS)

MAXINE SMOKER.

Address

1 KETLEY CLOSE
EASTCHURCH
KENT
ME12 4EL.

SCHEDULE 1: THE LAND

This Deed is enforceable against the Land. The Land comprises (1) all that land and premises situated on the south side of Highfield Road, Minster on Sea, Sheerness, Kent comprised in title K984310 registered at the Land Registry and (2) part of that land situated at 37 Highfield Road Minster on Sea Sheerness comprised in title K140416 registered at the Land Registry (also known as land at Highfield Road, Minster on Sea, Sheerness, Kent) as shown on the Plan of which the Owner is the registered proprietor of the freehold with title absolute subject to the matters in the Charges Registers but otherwise free from encumbrances

SCHEDULE 2: NOTICES

1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires the terms and expressions used in this Schedule shall have the meanings defined in Clause 1.1 and Paragraph 1.1 of the other relevant Schedules

2. Notices

Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owners covenant that

Notification of Implementation of Planning Permission

- 2.1 it shall provide the Borough Council with no less than 20 (twenty) Working Days prior notice of the intended date of Implementation of the Planning Permission
- 2.2 it shall not Implement the Planning Permission unless and until this notice has been provided to the Borough Council and
- 2.3 it shall subsequently notify the Borough Council promptly and in any event within 5 (five) Working Days of the actual date on which the Planning Permission is Implemented

Notification of Commencement of Development

- 2.4 it shall provide the Borough Council with no less than 20 (twenty) Working Days prior notice of the intended date of Commencement of Development
- 2.5 it shall not Commence Development unless and until this notice has been provided to the Borough Council and
- 2.6 it shall notify the Borough Council and promptly and in any event within 5 (five) Working Days of the actual date of Commencement of Development and

Notification of Occupation

- 2.7 it shall provide the Borough Council with no less than 20 (twenty) Working Days prior notice of the intended date of Occupation of the Development and

- 2.8 the Owners shall not Occupy the Development unless and until this notice has been provided to the Borough Council
- 2.9 it shall notify the Borough Council promptly and in any event within 5 (five) Working Days of the actual date of Occupation of the Development

Notification of Completion

- 2.10 it shall provide the Borough Council with a copy of the final Certificate (or Certificates) of Practical Completion of the Development

SCHEDULE 3: FINANCIAL CONTRIBUTIONS

1 Interpretation of this Schedule

- 1.1 Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other relevant Schedules

“Children’s Play Contribution” means a contribution in the sum of £446.00 per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £446.00 = \text{£CPC Index Linked}$$

WHERE

D is the number of Dwellings pursuant to the Reserved Matters Approval

and **£CPC Index Linked** is the Children’s Play Contribution payable

“Children’s Play Facilities” means increased/improved provision of play facilities in the vicinity of the Development to meet the demands arising from the increased population as a result of the Development and as identified in the Borough Council’s Open Space and Play Strategy 2018-2022

“Community Learning Contribution” means a contribution in the sum of £16.42 per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £16.42 = \text{£CLC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

	£CLC Index Linked is the Community Learning Contribution payable
“Community Learning Facilities”	means additional equipment and provision of additional classes at Sheerness adult education centre
“Formal Sports Contribution”	means a contribution in the sum of £593.00 per Dwelling where the total contribution shall be calculated in accordance with the following formula $D \times £593.00 = £FSC \text{ Index Linked}$ WHERE D is the number of Dwellings pursuant to the Reserved Matters Approval and £FSC Index Linked is the Formal Sports Contribution payable
“Formal Sports Facilities”	means increased/improved provision of formal sports provision in the locality of the Development to meet the demands arising from the increased population as a result of the Development and as identified in the Borough Council's Open Space and Play Strategy 2018-2022
“Libraries Contribution”	means a contribution in the sum of £55.45 per Dwelling where the total contribution shall be calculated in accordance with the following formula $D \times £55.45 = £LC \text{ Index Linked}$ WHERE D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval £LC Index Linked is the Libraries Contribution payable
“Library Facilities”	The provision of additional services and book stock at Minster

library

“Refuse Bins Contribution”

means a contribution in the sum of £109.40 per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £109.40 = \text{£RBC Index Linked}$$

WHERE

D is the number of Dwellings pursuant to the Reserved Matters Approval

and **£RBC** Index Linked is the Refuse Bins Contribution payable

“Refuse Bins Provision”

means the provision of refuse recycling and food waste bins sufficient for the Development and allocated per Dwelling as follows:

1x 180ltr refuse bin @ £46.60 per bin

1x 240ltr recycling bin @ £46.60 per bin

1x 23ltr food bin @ £10.80 per bin

1x 5ltr food caddy @ £5.40 per caddy

“Secondary Education Contribution”

means a contribution in the sum of £4,540.00 per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £4,540.00 = \text{£SEC Index Linked}$$

WHERE

D is the number of Dwellings pursuant to the Reserved Matters Approval

and **£SEC** Index Linked is the Secondary Education Contribution payable

"Secondary Education Facilities" means the expansion of both Highsted Grammar School and Borden Grammar School

"Social Care Contribution" means a contribution in the sum of £146.88 per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £146.88 = \text{£SCC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£SCC Index Linked is the Social Care Contribution payable

"Social Care Facilities" means the provision of specialist care accommodation assistive technology systems the adaptation of existing community facilities sensory facilities and changing places in the borough of Swale

"Waste Contribution" means a contribution in the sum of £183.67 per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £183.67 = \text{£WC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£WC Index Linked is the Waste Contribution payable

"Waste Facilities" means the provision of additional capacity at the household waste recycling centre and waste transfer station in Sittingbourne

"Youth Services Contribution" means a contribution in the sum of £65.50 per Dwelling where the total contribution shall be calculated in

accordance with the following formula

$$D \times £65.50 = \text{£YSC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£YSC Index Linked is the Youth Services Contribution payable

"Youth Service Facilities" means the provision of additional youth services in the locality of the Development

2 Children's Play Contribution

- 2.1 The Owners covenant that they shall pay to the Borough Council the Children's Play Contribution before Commencement of Development
- 2.2 The Owners covenant that they shall not Commence Development unless and until the Children's Play Contribution has been paid to the Borough Council
- 2.3 The Borough Council covenants with the Owners that it shall apply the Children's Play Contribution as a contribution towards the Children's Play Facilities or for such other purposes for the benefit of the Development as the Owners and the Borough Council may otherwise agree and not to use the Children's Play Contribution otherwise than for the purposes for which it was paid **PROVIDED THAT** for the avoidance of doubt the Borough Council shall be entitled to treat any accrued interest (if any) or any interest payable under Clause 21.1 as if it were part of the principal sum paid by the Owners
- 2.4 In the event that all or any part of the Children's Play Contribution remains unspent or has not been allocated or committed or used for the purpose for which it was paid within 15 years from the date of Practical Completion of the Development (as notified to the Borough Council by the Owners pursuant to Paragraph 2.10 to Schedule 2) and unless the Borough Council and the Owners agree otherwise the Borough Council covenants on request from the person that made such payment to repay such sum or amount (or such part thereof) to the person who paid the contribution together with any accrued interest (if any) but less any tax that may be payable thereon and the

Borough Council's administration expenses

3 Community Learning Contribution

- 3.1 The Owners covenant that they shall pay to the Borough Council the Community Learning Contribution before Commencement of Development
- 3.2 The Owners covenant that they shall not Commence Development unless and until the Community Learning Contribution has been paid to the Borough Council
- 3.3 The Borough Council shall not transfer the Community Learning Contribution (or any part thereof) (together with any interest accrued thereon) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Community Learning Facilities
- 3.4 If the Borough Council are of the view that the Community Learning Contribution will not be spent in accordance with Paragraph 3.3 the Borough Council shall repay such of the Community Learning Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

4 Formal Sports Contribution

- 4.1 The Owners covenant that they shall pay to the Borough Council the Formal Sports Contribution before Commencement of Development
- 4.2 The Owners covenant that they shall not Commence Development unless and until the Formal Sports Contribution has been paid to the Borough Council
- 4.3 The Borough Council covenants with the Owners that it shall apply the Formal Sports Contribution as a contribution towards the Formal Sports Facilities or for such other purposes for the benefit of the Development as the Owners and the Borough Council may otherwise agree and not to use the Formal Sports Contribution otherwise than for the purposes for which it was paid **PROVIDED THAT** for the avoidance of doubt the Borough Council shall be entitled to treat any accrued interest (if any) or any interest payable under Clause 21.1 as if it were part of the principal sum paid by the Owners
- 4.4 In the event that all or any part of the Formal Sports Contribution remains unspent or has not been allocated or committed or used for the purpose for which it was paid

within 15 years from the date of Practical Completion of the Development (as notified to the Borough Council by the Owners pursuant to Paragraph 2.10 to Schedule 2) and unless the Borough Council and the Owners agree otherwise the Borough Council covenants on request from the person that made such payment to repay such sum or amount (or such part thereof) to the person who paid the contribution together with any accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administration expenses

5 Libraries Contribution

- 5.1 The Owners covenant that they shall pay to the Borough Council the Libraries Contribution before Commencement of Development
- 5.2 The Owners covenant that they shall not Commence Development unless and until the Libraries Contribution has been paid to the Borough Council
- 5.3 The Borough Council shall not transfer the Libraries Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Library Facilities
- 5.4 If the Borough Council are of the view that the Libraries Contribution will not be spent in accordance with Paragraph 5.3 the Borough Council shall repay such of the Libraries Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

6 Refuse Bins Contribution

- 6.1 The Owners covenant that they shall pay to the Borough Council the Refuse Bins Contribution before Commencement of Development
- 6.2 The Owners covenant that they shall not Commence Development unless and until the Refuse Bins Contribution has been paid to the Borough Council
- 6.3 The Borough Council covenants with the Owners that it shall apply the Refuse Bins Contribution as a contribution towards Refuse Bins Provision or for such other purposes for the benefit of the Development as the Owners and the Borough Council may otherwise agree and not to use the Refuse Bins Contribution otherwise than for the purposes for which it was paid **PROVIDED THAT** for the avoidance of doubt the

Borough Council shall be entitled to treat any accrued interest (if any) or any interest payable under Clause 21.1 as if it were part of the principal sum paid by the Owners

- 6.4 In the event that all or any part of the Refuse Bins Contribution remains unspent or has not been allocated or committed or used for the purpose for which it was paid within 15 years from the date of Practical Completion of the Development (as notified to the Borough Council by the Owners pursuant to Paragraph 2.10 to Schedule 2) and unless the Borough Council and the Owners agree otherwise the Borough Council covenants on request from the person that made such payment to repay such sum or amount (or such part thereof) to the person who paid the contribution together with any accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administration expenses

7 Secondary Education Contribution

- 7.1 The Owners covenant that they shall pay to the Borough Council the Secondary Education Contribution before Commencement of Development
- 7.2 The Owners covenant that they shall not Commence Development unless and until the Secondary Education Contribution has been paid to the Borough Council
- 7.3 The Borough Council shall not transfer the Secondary Education Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Secondary Education Facilities
- 7.4 If the Borough Council are of the view that the Secondary Education Contribution will not be spent in accordance with Paragraph 7.3 the Borough Council shall repay such of the Secondary Education Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

8 Social Care Contribution

- 8.1 The Owners covenant that they shall pay to the Borough Council the Social Care Contribution before Commencement of Development
- 8.2 The Owners covenant that they shall not Commence Development unless and until the Social Care Contribution has been paid to the Borough Council

8.3 The Borough Council shall not transfer the Social Care Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Social Care Facilities

8.4 If the Borough Council are of the view that the Social Care Contribution will not be spent in accordance with Paragraph 8.3 the Borough Council shall repay such of the Social Care Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

9 Waste Contribution

9.1 The Owners covenant that they shall pay to the Borough Council the Waste Contribution before Commencement of Development

9.2 The Owners covenant that they shall not Commence Development unless and until the Waste Contribution has been paid to the Borough Council

9.3 The Borough Council shall not transfer the Waste Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Waste Facilities

9.4 If the Borough Council are of the view that the Waste Contribution will not be spent in accordance with Paragraph 9.3 the Borough Council shall repay such of the Waste Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

10 Youth Services Contribution

10.1 The Owners covenant that they shall pay to the Borough Council the Youth Services Contribution before Commencement of Development

10.2 The Owners covenants that they shall not Commence Development unless and until the Youth Services Contribution has been paid to the Borough Council

10.3 The Borough Council shall not transfer the Youth Services Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Youth Services Facilities

- 10.4 If the Borough Council are of the view that the Youth Services Contribution will not be spent in accordance with Paragraph 10.3 the Borough Council shall repay such of the Youth Services Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

SCHEDULE 4: SPECIAL PROTECTION AREA

1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other Schedules

“Natural England” means the executive non-departmental public body established pursuant to the Natural Environment and Rural Communities Act 2006 who is responsible for ensuring that the natural environment is conserved enhanced and managed for the benefit of present and future generations or any successor body that replaces it

“SAMMS” means the ‘Thames, Medway & Swale Estuaries – Strategic Access Management and Monitoring Strategy’ produced by Footprint Ecology dated 22 July 2014 (or any modification or amendment thereto or replacement thereof as approved by the Borough Council)

“SPA Mitigation Contribution” means the sum of £253.83 per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £253.83 = \text{£SPA Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£SPA Index Linked is the SPA Mitigation Contribution payable

“SPA Mitigation” means the strategic mitigation measures employed pursuant to the SAMMS to avoid adverse effects on the

Measures”

Special Protection Area comprising (but not limited to) some or all of the following elements

- provision of wardens
- visitor access management
- infrastructure works including site protection
- habitat improvements and/or management
- education
- enforcement
- codes of conduct
- interpretation and signage
- dog project – to include education and involvement of dog owners
- monitoring of birds and visitors and the effectiveness of mitigation measures
- provision of alternative natural greenspace sites

or such other mitigation measures as may be required by Natural England

“Special Protection Area”

means the protected habitat sites identified in the SAMMS (and the acronym “SPA” shall be construed accordingly)

2. SPA Mitigation Contribution

- 2.1. The Owners covenant that they shall pay to the Borough Council the SPA Mitigation Contribution before Commencement of Development
- 2.2. The Owners shall not Commence Development unless and until they have paid to the Borough Council the SPA Mitigation Contribution

- 2.3. Following Commencement of Development the Owners shall not seek repayment of the SPA Mitigation Contribution or any part thereof
- 2.4. The Borough Council agrees that it shall apply the SPA Mitigation Contribution towards the cost of SPA Mitigation Measures

SCHEDULE 5: COMMUNITY ORCHARD

1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other Schedules

“Community Orchard” means the area of land within the Land shaded green with green dots on Plan 2 to be laid out and delivered in accordance with the Planning Permission and the Community Orchard and Open Space Management Plan and thereafter maintained for the benefit and use of the public and occupiers of the Development

“Community Orchard and Open Space Management Plan” means a management plan for the Community Orchard and the Open Space as set out in the Landscape and Ecological Management Plan secured pursuant to the Planning Permission which shall set out the long-term maintenance and management of the Communal Orchard and the Open Space

“Landscape and Ecological Management Plan” means the landscape and ecological management plan secured pursuant to condition 27 of the Planning Permission

“Open Space” means the area of land within the Land shaded green (but without green dots) on Plan 2 to be laid out and delivered in accordance with the Planning Permission and Community Orchard and Open Space Management Plan and thereafter maintained for the benefit and use of the public and occupiers of the Development

“Plan 2” means the plan entitled “Parameter Plan” (Drawing No 1602.002 Revision E) prepared by Carter Jonas and dated 29/11/2020 annexed as Appendix 2

2 Provision of Community Orchard

- 2.1 Prior to Occupation of the Development the Owners shall provide the Community Orchard within the Land in accordance with the Planning Permission and to the satisfaction of the Borough Council and the Owners shall not Occupy the Development unless and until the Community Orchard has been provided
- 2.2 The Owners covenant with the Borough Council that following the provision of the Community Orchard the Community Orchard shall thereafter be retained and maintained as a Community Orchard for the benefit and use of the public and occupiers of the Development in perpetuity

3 Provision of Open Space

- 3.1 Prior to Occupation of the Development the Owners shall provide the Open Space within the Land in accordance with the Planning Permission and to the satisfaction of the Borough Council and the Owners shall not Occupy the Development unless and until the Open Space has been provided
- 3.2 The Owners covenant with the Borough Council that following the provision of the Open Space the Open Space shall thereafter be retained and maintained as Open Space for the benefit and use of the public and occupiers of the Development in perpetuity

4 Ongoing Maintenance and Management of the Communal Orchard and Open Space

- 4.1 The Owners covenant that at all times they shall provide a right of access for the general public to the Community Orchard and to the Open Space
- 4.2 The Owners shall in accordance with the terms of this Deed and the Community Orchard and Open Space Management Plan
 - 4.2.1 carry out the monitoring management and maintenance of the Community Orchard
 - 4.2.2 carry out the monitoring and maintenance of the Open Space
 - 4.2.3 keep a maintenance log of all monitoring management and maintenance carried out in relation to the Community Orchard and Open Space and upon the written request of the Borough Council provide to the Borough

Council a copy of the maintenance log and any associated documentation either in electronic or paper format which documentation shall be provided to the Borough Council within 10 Working Days of receipt of the request from the Borough Council

APPENDIX 1: PLAN

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KEY



Site



Other land within applicants ownership

Rev. Date Description

A 05.01.21 Scale bar added



Land at Highfield Road, Minster-on-Sea, Kent
SITE LOCATION PLAN

1602.001(A)

Scale: 1:1250 @ A3

0 25 50
metres

29/11/2020



JB planning associates
town planning
and development
consultants

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APPENDIX 2: COMMUNITY ORCHARD AND OPEN SPACE PLAN

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KEY



Southern Water 3m easement

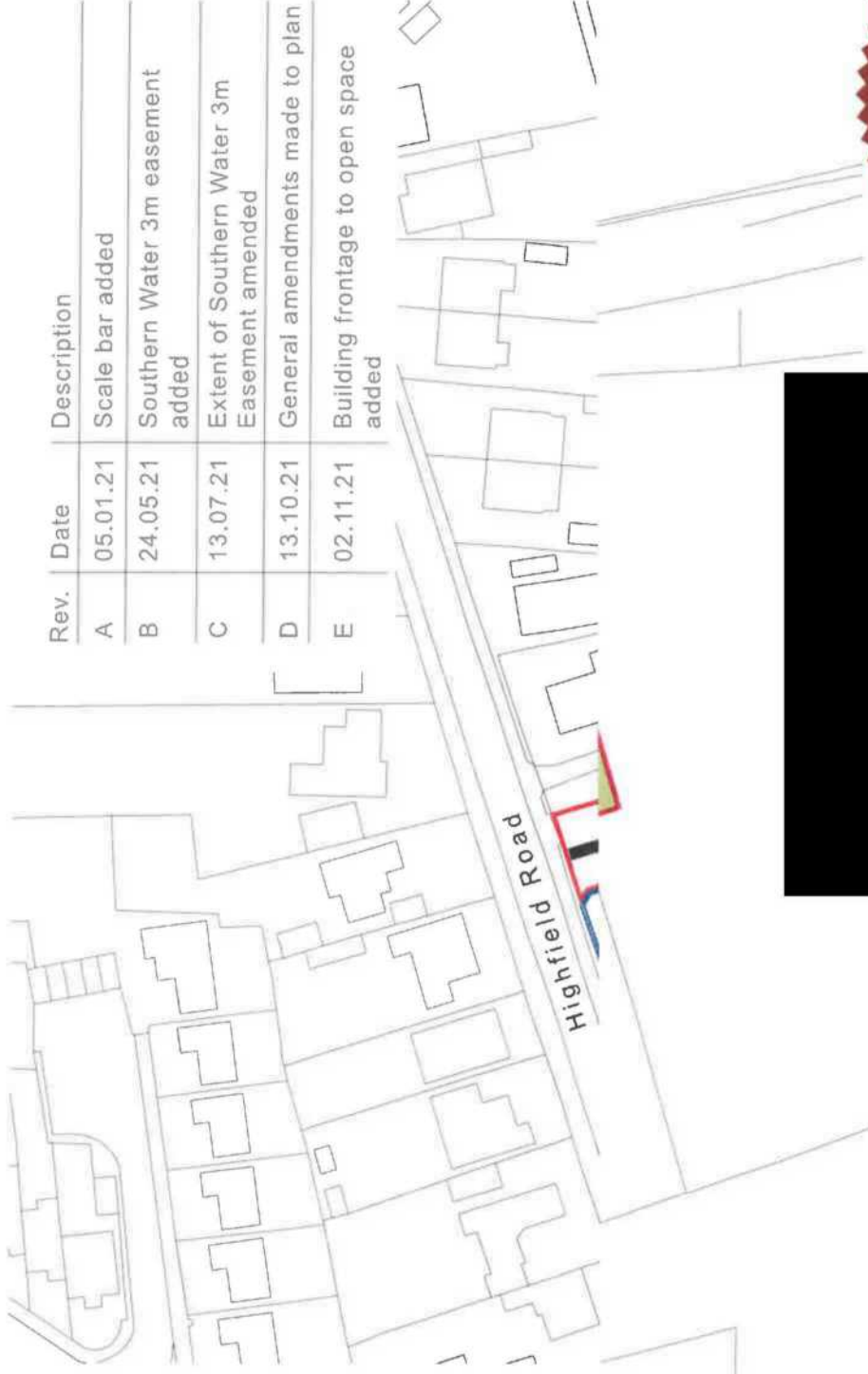
Residential development
(2 storey - 9m maximum to ridge
above ground level)

Residential development
(1.5 storey - 7m maximum to ridge
above ground level)

Residential development
(2 storey - 8m maximum to ridge above
ground level)

Public open space

Rev.	Date	Description
A	05.01.21	Scale bar added
B	24.05.21	Southern Water 3m easement added
C	13.07.21	Extent of Southern Water 3m Easement amended
D	13.10.21	General amendments made to plan
E	02.11.21	Building frontage to open space added



120/22



Land at Highfield Road, Minster-on-Sea, Kent
PARAMETER PLAN

1602.002(E)

Scale: 1:1000 @ A3



Carter Jonas

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29/11/2020