

DATED 11th March 2021

TUNBRIDGE WELLS BOROUGH COUNCIL

-and -

GOLDING PLACES LIMITED

DEED OF AGREEMENT PURSUANT TO
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO THE DEVELOPMENT OF
LAND AT Cobnut Close Sissinghurst Cranbrook Kent
Planning Application Ref No.: 18/02621/FULL

Mid Kent Legal Services
Maidstone Borough Council
Maidstone House
King Street
Kent ME15 6JQ
Ref.: T012304



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THIS DEED OF AGREEMENT is dated the 11th day of March 2021

BETWEEN

- 1) **TUNBRIDGE WELLS BOROUGH COUNCIL** of Town Hall Royal Tunbridge Wells Kent TN1 1RS (the "**Borough Council**") and
- 2) **GOLDING PLACES LIMITED** (Company Registration Number 04916904) whose registered office is at County Gate One, Staceys Street, Maidstone, England, ME14 1ST (the "**Owner**") and

RECITALS

- A. The Borough Council is the local planning authority and local housing authority for the area within which the Land is situated
- B. The Application was made to the Borough Council
- C. Pursuant to delegated powers on the 12th February 2020 the Council 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) making provision for *inter alia* planning obligations
- D. The Owner is a person interested in the Land by virtue of being the registered proprietor of the freehold with title absolute of the Land as set out in Schedule 1
- E. 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
- F. The Owner has agreed to enter into this Deed to regulate the Development
- G. 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
- H. The County Council is the statutory authority responsible for education and libraries for the area within which the Land is situated

- 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

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 interpretation provisions contained in Paragraphs 1.1 to the relevant Schedule

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Application"	means the application for full planning permission validated by the Borough Council on 5 th September 2018 to carry out the Development at the Land and given the registered reference number 18/02621/FULL
"Commencement of Development"	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
"County Council"	means The Kent County Council of Sessions House County Hall Maidstone Kent ME14 1XQ who are the education authority and the libraries authority for the area within which the Land is situated
"County Council Contributions"	means the financial contributions payable to the County Council pursuant to Schedule 2 comprising

	a) the Libraries Contribution
	b) the Primary Education Contribution
"Deed"	means this deed of agreement together with all Schedules and Appendices
"Development"	means the erection of 9 new dwellings with associated car parking and landscaping on the Land as set out in the Application
"Dwelling"	means any residential unit to be erected on the Land pursuant to the Planning Permission
"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
"Index Linked"	means adjusted by reference to the relevant index pursuant to the provisions of Clause 18
"Interest Rate"	means 4% per annum above the base lending rate of Bank of England 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 for identification purposes only edged 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 "Occupation" "Occupier" or "Occupied" shall be construed accordingly
"Parties"	means the Owner and the Borough Council as the

context so requires and **"Party"** means any one of them

"Plan" means the plan entitled "Site Plan " (Drawing No 3589/sk20) prepared by GDM Architects and dated April 2016 annexed as Appendix 1

"Planning Permission" means planning permission for the Development to be granted pursuant to the Application subject to conditions

"Preparatory Operation" means an operation or item of work of or connected with or ancillary to

- 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

"Section 106 Monitoring Officer" means the Borough Council's section 106 Monitoring Officer or such other officer as may be lawfully designated by the Borough Council for the purposes of discharging such duties and functions

"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 its statutory functions
- 2.7 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
- 2.8 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
- 2.9 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

- 2.10 In the event of any conflict between the terms conditions and provisions of this Deed and any document attached hereto or referred to herein the terms conditions and provisions of this Deed shall prevail
- 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

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 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 OWNER

- 5.1 The Owner covenants with the Borough Council to perform and observe the covenants obligations restrictions and requirements contained herein
- 5.2 The Owner shall permit the Borough Council and its authorised employees and agents upon reasonable notice to enter the Land 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 Owner's site regulations and requirements and health and safety law and good practice
- 5.3 The Owner covenants to pay before completion of this Deed the Borough Council's reasonable legal and administrative costs and disbursements in connection with the negotiation preparation and execution of this Deed whether or not this Deed is delivered in accordance with Clause 23

6 COVENANTS AND OBLIGATIONS OF THE BOROUGH COUNCIL

- 6.1 The Borough Council covenants with the Owner that subject to the Owner carrying out and observing the Owner's covenants obligations restrictions and requirements herein it will perform the Borough Council's covenants as set out herein

7 RELEASE AND EXCLUSIONS

- 7.1 Save for Clause 5.2 the obligations contained in this Deed shall not be binding upon nor enforceable against
- 7.1.1 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; and
- 7.1.2 individual owners occupiers or tenants and their mortgagees of individual

Dwellings and their successors in title except for any restriction on
Occupation of the Dwellings

- 7.2 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 shall be quashed revoked or otherwise withdrawn or expires prior to Commencement of Development without the consent of the Owner
- 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 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 ten (10) 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 ten (10) Working Days of notification of his appointment written submissions and supporting material and the other Party will be entitled to make a counter written submission within a further ten (10) 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 twenty-eight (28) Working Days after the conclusion of any hearing that takes place

or twenty-eight (28) 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 Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owner covenants that

10.1.1 it shall provide the Borough Council with no less than 20 Working Days prior notice of the intended date of carrying out any Preparatory Operation and the Owner shall not carry out any Preparatory Operations unless and until this notice has been provided to the Borough Council

10.1.2 it shall subsequently notify the Borough Council promptly and in any event within 5 Working Days of the actual date on which the first Preparatory Operation was carried out

10.1.3 it shall provide the Borough Council with no less than 20 Working Days prior notice of the intended date of Commencement of Development and the Owner shall not Commence Development unless and until this notice has been provided to the Borough Council and

10.1.4 it shall notify the Borough Council promptly and in any event within 5 Working Days of the actual date of Commencement of Development

- 10.2 Any notice approval consent certificate direction authority agreement action expression of satisfaction 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 Tunbridge Wells Borough Council

Address **The Head of Planning & Development**

Tunbridge Wells Borough Council

Town Hall

Civic Way

Tunbridge Wells

Kent TN1 1RS

Reference 18/02621/FULL land at Cobnut Close
Sissinghurst Cranbrook Kent

With a copy to **The Section 106 Monitoring Officer**

The Owner **Golding Places Limited**

Address Whatman House,
St Leonard's Road
Allington
Maidstone
Kent
ME16 0LS

10.3 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

10.3.1 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

10.3.2 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 Working Days after the date of posting

10.4 Any notice or request by the Owner 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

- 10.5 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
- 11.2 Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner 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 written confirmation to such effect to the Owner
- 11.3 The Borough Council shall upon the written request of the Owner (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 Owner 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 Owner enters into the obligations set out in this Deed for itself and its 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 Owner but also against the successors in title of the Owner and any person claiming through or under the Owner 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 save for the successors in title to the Parties and in the case of the Borough Council the successor to its statutory functions

16 CHANGE OF OWNERSHIP AND NEW INTEREST

- 16.1 The Owner warrants 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
 - 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 ten (10) Working Days of a request to do so
- 16.2 The Owner shall give the Borough Council immediate written 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
- 16.2.1 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

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

16.3 In the event that the Owner's existing interest in the Land shall be determined (whether by surrender merger forfeiture or otherwise) and the Owner shall acquire another interest in the Land (written notice of which shall be given to the Borough Council) and the Planning Permission shall have either been Implemented or shall remain capable of Implementation then the Owner as the case may be will within twenty-eight (28) days from a written request from the Borough Council execute or procure the execution of another Deed on the same terms mutatis mutandis as this Deed

16.4 Subject to Clause 7.1.2 the Parties agree that a mortgagee of the Land shall have no liability under this Deed **UNLESS** it takes possession of the Land or any part of the Land in which case the mortgagee shall be bound by the provisions of this Deed as a person deriving title from the Owner and the security of its charge over the Land shall take effect subject to this Deed

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 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 between the monthly index figure at October 2016 (OCT 328.3) and the monthly index figure for the month of the date of actual payment

18.3 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 (in consultation with the County Council where County Council Contributions are affected) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Borough Council (in consultation with the County Council where County Council Contributions are affected) 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 Owner 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

22 JURISDICTION

- 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)
TUNBRIDGE WELLS BOROUGH)
COUNCIL was affixed to this Deed)
in the presence of



[Redacted signature area]

Authorised Signatory

CLAUDETTE VALMONT

Print Name

EXECUTED as a DEED by)
GOLDING PLACES LIMITED acting)
by two directors or a director and its)
secretary]

[Redacted signature area]

Director

TOM CASEY

Print Name

[Redacted signature area]

~~Director/Company Secretary~~
(Delete as necessary)

ANNE CHAPMAN

Print Name

SCHEDULE 1: THE LAND

The land against which this Deed is enforceable comprises all that land and premises situate at Cobnut Close Sissinghurst Cranbrook Kent of which:

1. the Owner is the registered proprietor of the freehold with title absolute of all the land and premises as the same is shown for the purposes of identification only edged red on the Plan and is registered at the Land Registry under title number K600394

SCHEDULE 2: 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

"Libraries Contribution " means a contribution in the sum of £432.14 Index Linked

"Library Facilities" means additional book stock at Cranbrook Library as a result of additional borrowers from the Development

"Primary Education Contribution" means a contribution in the sum of £29,916.00 Index Linked

"Primary Education Facilities" means Phase 1 to Cranbrook Primary School (which for the avoidance of doubt may include professional and other fees and investigative works and studies reasonably incurred and/or undertaken by the County Council)

2. Libraries Contribution

- 2.1. The Owner covenants to the Borough Council that it shall pay to the Borough Council the Libraries Contribution before Commencement of the Development
- 2.2. The Owner covenants to the Borough Council that it shall not Commence Development unless and until the Libraries Contribution has been paid to the Borough Council
- 2.3. The Borough Council covenants to the Owner that it shall transfer the Libraries Contribution to the County Council save that it 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
- 2.4. The Borough Council covenants to the Owner that if the Borough Council are of the view that the Libraries Contribution will not be spent in accordance with Paragraph

2.3 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 reasonable administrative expenses

3. Primary Education Contribution

- 3.1. The Owner covenants to the Borough Council that it shall pay to the Borough Council the Primary Education Contribution before Commencement of the Development
- 3.2. The Owner covenants to the Borough Council that it shall not Commence Development unless and until the Primary Education Contribution has been paid to the Borough Council
- 3.3. The Borough Council covenants to the Owner that it shall transfer the Primary Education Contribution to the County Council save that it shall not transfer the Primary 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 Primary Education Facilities
- 3.4. The Borough Council covenants to the Owner that if the Borough Council are of the view that the Primary Education Contribution will not be spent in accordance with Paragraph 3.3 the Borough Council shall repay such of the Primary 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 reasonable administrative expenses

APPENDIX 1: PLAN

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subject to site survey and l.a. approvals

site plan

sissinghurst, kent

number: 3589/sk20 | date: apr 2016 | scale: 1:200@A2 | dlm: af chkd: ge appd: ge

gdm architects

in t f
www.gdmarchitects.co.uk
01622 762070
info@gdmarchitects.co.uk
www.gdmarchitects.co.uk