

DATED 27 April 2020

TONBRIDGE AND MALLING BOROUGH COUNCIL (1)

and

KENT COUNTY COUNCIL (2)

and

EAST MALLING TRUST (3)

PLANNING OBLIGATION

Under Section 106 of the Town and Country Planning Act 1990
relating to Development Site East of Clare Park Estate New Road, East Malling, Kent.

DATED 27 April 2020

PARTIES

1. **TONBRIDGE AND MALLING BOROUGH COUNCIL** of Gibson Building Gibson Drive Kings Hill West Malling Kent ME19 4LZ (the “**Council**”);
2. **KENT COUNTY COUNCIL** of County Hall, Maidstone, Kent, ME14 1QX (the “**County Council**”);
3. **THE EAST MALLING TRUST** (Co Reg No 7168674) of Bradbourne House, East Malling, West Malling, Kent, ME19 6DZ (the “**Owner**”);

INTRODUCTION

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- B. The County Council is (i) a local planning authority for the purposes of the Act; (ii) the education authority for the purposes of the Education Act 1996; and (iii) the highway authority for the purposes of the Highways Act 1980 for the area in which the Site is situated.
- C. The Owner is the freehold owner of the Site registered at H.M. Land Registry with title number K912574.
- D. The Council resolved on 21st November 2019 to grant Planning Permission for the Development subject to the prior completion of this Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

“**Act**” means the Town and Country Planning Act 1990 (as amended).

“**Affordable Housing**” housing provided by a Registered Provider to persons who (at the time the tenancy lease or other disposal to them is made) cannot afford to rent or buy housing sufficient for their needs on the open market within the Borough of Tonbridge and Malling at a cost low enough for them to afford determined with regard to local incomes and local house prices or in the opinion of the Council given in writing are otherwise in housing need

“**Affordable Housing Dwellings**” means the Dwellings constructed on the Affordable Housing Land to be used for Affordable Housing being 25% (Twenty Five Per Cent) of the total number of Dwellings of which 70% (Seventy Per Cent) shall be Affordable Rented Units and 30% (Thirty Per Cent) shall be either Shared Ownership Units or Intermediate Housing Units or such other mix otherwise be approved by the Council (such approval not to be unreasonably withheld or delayed)

“Applicable Flat” means a Dwelling which is a flat and is not a one bed dwelling of less than 56sqm gross internal area nor sheltered accommodation

“Applicable House” means a Dwelling which is a house and is not a one bed dwelling of less than 56sqm gross internal area nor sheltered accommodation

"Approved Housing Provider" means a Registered Provider

"Affordable Rented Units" means 70% (Seventy Per Cent) of the Affordable Housing Dwellings provided at a rent of no more than 80% (Eighty Per Cent) of the local market rent (including service charges where applicable)

“Application” means the application for outline planning permission for Development of the Site to provide up to 110 (One Hundred and Ten) dwellings (Use Class C3) and the site access arrangement, validated on 20th December 2018 submitted to the Council for the Development and allocated reference number TM/18/03008/OA

“Borough Council Contributions” means the NHS Contribution, the Open Space (Parks and Gardens) Contribution and the Open Space (Outdoor Sports) Contribution

“Bus Service Contribution” means a financial contribution of £940 (Nine Hundred and Forty Pounds) per Dwelling towards the enhancement of bus services /or ticketing initiatives / bus stop infrastructure and/or bus journey time improvements between the Site and Maidstone

“Chargee” means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing or any persons or bodies deriving title through such mortgagee or chargee or Receiver

“Commencement of Development” means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of any Phase begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **“Commence Development”** shall be construed accordingly.

“Community Learning Contribution” means a financial contribution of £32.57 (Thirty Two pounds and Fifty Seven pence) per Dwelling towards Aylesford School Adult Education Centre

“County Council Contributions” means the Bus Service Contribution, the Highways Contribution, the Primary Education Contribution, the Primary School Land Contribution, the Secondary Education Contribution, the Community Learning Contribution, the Youth Contribution, the Library Contribution, and the Social Care Contribution

“Contributions” means the County Council Contributions and the Borough Council Contributions.

“Development” means Development of the site to provide up to 110 dwellings (Use Class C3) and the site access arrangement.

“Dwelling” means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.

“Highways Contribution” means a financial contribution of £1547.62 (One Thousand Five Hundred and Forty Seven Pounds and Sixty Two Pence) per Dwelling towards highway improvements to the A20 between the A228 and the Coldharbour roundabout

“Homes England” means Homes England constituted pursuant to the Housing and Regeneration Act 2008 or any successor body performing a similar function carrying on substantially the same grant and regulatory making functions.

“Index Linked” means:

- (a) In relation to the Council Contributions: adjusted according to any change occurring between the date being 12 (twelve) months from the date hereof until the date on which a Contribution is paid to the Council or the County Council in the All Items Index of Retail Prices issued by the Office for National Statistics
- (b) In relation to the County Council Contributions the General Building Cost Index as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation increased in the same proportion as the percentage increase in the General Building Cost Index between the monthly index figure for October 2016 and the monthly index figure for the month of actual payment.

“Interest” means interest at four per cent (4%) above the base lending rate of Barclays Bank Plc from time to time.

“Intermediate Housing Units” means Affordable Housing Dwellings within the Development for sale and rent provided at a cost above social rent but below market levels to eligible households whose needs are not met by the market. These can include shared equity (shared ownership and equity loans), other low-cost homes for sale and intermediate rent but not Affordable Rented Units.

“Library Contribution” means a financial contribution of £50.39 (Fifty Pounds and Thirty Nine Pence) per Dwelling to be paid towards Larkfield Library enhancements and book stock for the new borrowers generated from the Site

“Local Lettings Plan” means the local lettings plan to be agreed between the Council and the Approved Housing Provider/Registered Provider in accordance with the Third Schedule

“Market Housing Units” means that part of the Development which is general market housing for sale or rent on the open market and which are not Affordable Housing and “Market Housing Unit” shall be construed accordingly.

“NHS Contribution” means a financial contribution of £92,664 (Ninety Two Thousand Six Hundred and Sixty Four Pounds) to be paid towards the refurbishment and/or extension of Thornhills Medical Centre, Wateringbury Surgery and/or West Malling Group Practice

“Nomination Agreement” means an agreement between the Approved Housing Provider or Registered Provider and the Council in such form as is reasonably agreed between the Council and the Affordable Housing Provider or Registered Provider.

“Occupation” means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupied” shall be construed accordingly.

“On Site Open Space” means the area of the site identified as On Site Open Space on the reserved matters approval granted pursuant to Condition 1 of the Planning Permission

“Open Space (Outdoor Sports) Contribution” means a financial contribution of £246,161.00 (Two Hundred and Forty Six Thousand One Hundred and Sixty One Pounds) towards the cost for provision and/or improvement of open space facilities in accordance with Policy OS3 of the Council’s adopted Managing Development and the Environment Development Plan Document

“Open Space (Parks and Gardens) Contribution” means a financial contribution of £134,157.00 (One Hundred and Thirty Four Thousand One Hundred and Fifty Seven Pounds) towards the cost for provision and/or improvement of open space facilities in accordance with Policy OS3 of the Council’s adopted Managing Development and the Environment Development Plan Document

“Planning Permission” means the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second Schedule and “Planning Permission” shall also include any subsequent modification or variation thereto.

“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

“Primary Education Contribution” means a financial contribution of:

- i) ~~£4353~~ ^{£4535 EA} (Four Thousand Five Hundred and Thirty-Five Pounds) per Applicable House; and
- ii) £1134 (One Thousand One Hundred and Thirty Four Pounds) per Applicable Flat

Towards phase 1 of a new Aylesford Primary School

“Primary School Land Contribution” means a financial contribution of:

- i) £3208.18 (Three Thousand Two Hundred and Eight Pounds and Eighteen Pence) per Applicable House; and

- ii) £802.05 (Eight Hundred and Two Pounds and Five Pence) per Applicable Flat

Towards the acquisition of land for the construction of a new Aylesford Primary School

“Registered Provider” means providers of Affordable Housing in accordance with section 80(1) of the Housing and Regeneration Act 2008

“Secondary Education Contribution” means a financial contribution of:

- i) £4115 (Four Thousand One Hundred and Fifteen Pounds) per Applicable House; and
ii) £1029 (One Thousand and Twenty-Nine Pounds) per Applicable Flat.

Towards Malling non-selective and Maidstone & Malling selective planning area schools

“Social Care Contribution” means a financial contribution of £55.90 (Fifty-Five Pounds and Ninety Pence) per Dwelling towards the Aylesford Priority Changing Place facility

“Shared Ownership Nominee” means the person or persons who the Council considers suitable to be granted or assigned as the case may be a Shared Ownership.

“Shared Ownership Units” means Affordable Housing Units provided by a Registered Provider where the occupier will initially acquire an equity share in the property based on either the value of the Dwelling or the cost of providing it at a minimum of 25% and a maximum of 75% (or such other share as may be agreed from time to time between the Registered Provider and the Council) and with an option of purchasing subsequently a greater share (up to 100%) should the occupier so wish and pays a maximum rent of 2.75% on the value of the unsold equity

“Site” means the land against which this Deed may be enforced as shown edged red on the Site Plan and as described in the First Schedule.

“Site Plan” means the plan attached to this Deed with drawing reference number EMT-C-01 Rev A

“Wheelchair Adaptable Unit Means” means an Affordable Housing Unit which is wheelchair accessible in accordance with Building Regulations 2010 (Part M4(2) Category 2 Accessible and Adaptable Dwellings as supported by “Approved Document M: Access to and use of buildings Volume 1: Dwelling” (or such equivalent replacement standard in force at the time of construction of the units) to meet the housing needs of those identified with mobility needs

“Youth Contribution” means a financial contribution of £13.47 (Thirteen Pounds and Forty-Seven Pence) per Applicable House or Applicable Flat towards Aylesford Youth Club

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 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 individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permission and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4. CONDITIONALITY

- 4.1 This Deed is conditional upon:

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

save for the provisions of Clauses 7.1 (legal costs), 12 (jurisdiction) and 13 (delivery) which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in part 1 of the Third Schedule.
- 5.2 The Owner covenants with the County Council as set out in part 2 of the Third Schedule
- 5.3 The Owner shall give written notice to the Council and the County within 14 days of occurrence of the Commencement of Development

- 5.4 To give to the Council and the County Council written notice of the occurrence of the first Occupation of the 54th Market Housing Unit within 14 days of its occurrence
- 5.5 To give to the Council and the County Council written notice of the occurrence of the first Occupation of the penultimate Market Housing Unit within 14 days of its occurrence

6. THE COUNCILS' COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Fourth Schedule.
- 6.2 The County Council covenants with the Owner as set out in the Fifth Schedule.

7. MISCELLANEOUS

- 7.1 The First Owner shall pay to the Council and County Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registerable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Director of Planning Transport and Leisure

AND any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with and save for clause 7.12) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or its interest in the part of the Site in respect of which the breach has

occurred but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission or against those deriving title from them.
- 7.10 This Deed shall not be enforceable against any statutory undertakers with any existing interest in any part of the Site or who acquires any part of the Site for the purposes of, inter alia, supply of electricity gas water or sewerage drainage or public telecommunications services.
- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.12 If the Council agrees pursuant to an application under Section 73 or 73A of the Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the Act that this Deed shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 or 73A or 78 of the Act and the covenants or provisions in this Deed shall be deemed to be accordingly modified to correspond to any such varied permission unless the Council consider it necessary in planning terms to review the terms of the Deed and the obligations contained herein

8. INDEXATION

- 8.1 All the financial contributions payable pursuant to this Deed shall be Index Linked.
- 8.2 Where reference is made to the All Items Index of Retail Prices issued by the Office for National Statistics 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 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 Council or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council shall approve.

9. WAIVER

No waiver (whether expressed or implied) by the Council or County Council (or the Owner) of any breach or default 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 Council or County Council (or the Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. INTEREST

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of payment.

11. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

13. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

14. DISPUTES

14.1 In the event of any dispute or difference (other than a dispute or difference upon a matter of law or the quantum of the Contributions which are agreed) arising between the parties with regard to the interpretation of this agreement or their respective rights or obligations under this agreement any party may give notice to the others that it requires such dispute or difference to be referred to and to be determined by an independent expert in accordance with the provisions of clause 14.2 who (if not appointed jointly by agreement between the parties within 10 working days of a party requesting an appointment) shall be appointed upon the application of any of the parties at any time as follows:

14.1.1 in regard to any matter or thing of a planning nature arising out of or connected with the subject matter of this agreement to the President for the time being of The Royal Town Planning institute;

14.1.2 in regard to any matter or thing of a valuation nature arising out of or connected with the subject matter of this agreement to the President for the time being of The Royal Institution of Chartered Surveyors;

14.1.3 in regard to any matter of an engineering nature arising out of or connected with the subject matter of his agreement to the President for the time being of The Institute of Civil Engineers;

14.1.4 in regard to their respective rights duties or obligations or as to any matter or thing arising out of or connected with the subject matter of this agreement (including any dispute as to the nature of the matter in dispute) to the President for the time being of The Law Society.

14.2 The independent expert appointed in accordance with this clause 14 shall:

14.2.1 be of not less than 10 years recent experience in his profession dealing with matters similar to the subject matter of the dispute;

14.2.2 act as an expert and not as an arbitrator;

14.2.3 consider any written representations made by or on behalf of any of the parties (each party being entitled to receive a copy of the other's

representations and within 5 Working Days to submit counter representations) but otherwise shall have an unfettered discretion;

14.2.4 insofar as reasonably practicable determine the matter within 20 working Days of his appointment and serve written notice of his reasoned determination on each party;

14.2.5 be paid his proper fees and expenses in connection with such determination by the parties in equal shares or such shares as he shall determine

and any determination of such independent expert shall be final and binding on the parties save in case of manifest error or omission.

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

FIRST SCHEDULE

Details of the Owner's Title and Description of the Site

Land at New Road, East Malling, Kent shown edged in red on the Plan being part of the land comprising the land registered at the Land Registry with title absolute under title number K912574



 Site C Red Line Boundary
(6.63 Ha)

(Handwritten initials)



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

Authorised Signatory

Adam ELIZABETH ADAM



0 50m 100m SCALE 1:2500

Project Name
East Malling Trust

Drawing Title
Site C: Red Line Boundary
(OS Base)

Job no. MSBL377057

Dwg no. EMT - C - 01

Rev. A

Drawn by. M.L.

Date. 05.12.2018

Scale. 1:2,500 @A3

Checked by. A.D.

URBAN DESIGN STUDIO
Southampton:London:Oxford
Cambridge:Birmingham
Savills.com/urbandesign



SECOND SCHEDULE

Form of Notice of Planning Permission



Planning, Housing &
Environmental Health

Development Control
Gibson Building, Gibson Drive
Kings Hill, West Malling
Kent ME19 4LZ

Telephone 01732 844522
Web Site <http://www.tmbc.gov.uk>
email planning.applications@tmbc.gov.uk

East Malling Trust
c/o Savills
Mr Kieran Wheeler
33 Margaret Street
London
W1G 0JD

Your ref East Malling Trust - Site C
Our ref TM/18/03008/OA
Contact Maria Brown
Direct line 01732 876294
email maria.brown@tmbc.gov.uk
Date

APPLICATION: TM/18/03008/OA

VALIDATED: 20 December 2018
Larkfield

PARISH: East Malling &

This was approved in accordance with the following submitted details: Email Emergency access received 31.10.2019, Letter received 14.10.2019, Letter received 25.10.2019, Revised Drawing EMT-C-02 REV C received 02.09.2019, Revised Drawing EMT-C-03 REV C received 02.09.2019, Revised Drawing EMT-C-04 REV C received 02.09.2019, Revised Drawing EMT-C-05 REV C received 02.09.2019, Revised Drawing EMT-C-06 REV C received 02.09.2019, Revised Drawing EMT-C-07 REV C received 02.09.2019, Revised Drawing EMT-C-08 REV C received 02.09.2019, Revised Drawing EMT-C-09 REV C received 02.09.2019, Email received 02.09.2019, Letter viability response received 03.04.2019, Other Technical Note received 09.05.2019, Assessment Landscape received 26.04.2019, Other Illustrative Landscape received 26.04.2019, Location Plan EMT-C-01_REV_A received 19.12.2018, Letter received 19.12.2018, Air Quality Assessment received 19.12.2018, Arboricultural Survey received 19.12.2018, Archaeological Assessment received 19.12.2018, Ecological Assessment received 19.12.2018, Flood Risk Assessment received 19.12.2018, Travel Plan received 19.12.2018, Statement Heritage received 19.12.2018, Landscape Statement received 19.12.2018, Noise Assessment received 19.12.2018, Statement Community Involvement received 19.12.2018, Transport Assessment received 19.12.2018, Statement Utilities and servicing received 19.12.2018, Design and Access Statement received 20.12.2018, Planning Statement received 20.12.2018, Email 5.7.19 received 16.07.2019, Master Plan 4923-LLB-XX-XX-DR-L-0001 P07 received 16.07.2019, Statement supplementary supporting received 16.07.2019, Email 15.7.19 received 16.07.2019, Other KCC improvements A received 16.07.2019, Other Existing layout B received 16.07.2019, Viability Assessment received 25.07.2019,

APPLICANT: East Malling Trust
c/o Savills Mr Kieran Wheeler 33 Margaret Street London W1G 0JD
PROPOSAL: Outline Application: Development of the site to provide up to 110 dwellings (Use Class C3) and the site access arrangement. All other matters reserved for future consideration
LOCATION: Development Site East Of Clare Park Estate New Road East Malling West Malling Kent

**Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) (England) Order 2015**

TAKE NOTICE that the TONBRIDGE AND MALLING BOROUGH COUNCIL, the District Planning Authority, under the Town and Country Planning Acts, **HAS APPROVED** the proposal specified above, subject to the compliance of the following conditions:

1. Approval of details of the layout and appearance of the development, access to and within the site, the landscaping of the site, and the scale of the development (hereinafter called the "reserved matters") shall be obtained from the Local Planning Authority.

Reason: No such approval has been given.

2. Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of two years from the date of this permission.

Reason: In pursuance of Section 92(2) of the Town and Country Planning Act 1990.

3. The development hereby permitted shall be begun either before the expiration of three years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason: In pursuance of Section 92(2) of the Town and Country Planning Act 1990.

4. Applications for the approval of the reserved matters shall be in general conformity with the indicative layout referenced EMT - C - 03 Rev C EMT - C - 04 Rev C, EMT - C - 05 Rev C, EMT - C - 06 Rev C, EMT - C - 07 Rev C EMT - C - 08 Rev C, EMT - C - 09 Rev C received 2 September 2019 and details of the emergency access in email received 31.10.19.

Reason: To ensure that the layout of the proposed development will not result in any unacceptable impact on the nearby heritage assets or the wider highway network.

5. The details submitted in pursuance to Condition 1 shall be accompanied by a contoured site plan and full details of the slab levels at which the dwelling are to be constructed and the development shall be carried out in accordance with the approved details.

Reason: To enable the Local Planning Authority to assess adequately the impact of the development on visual relationship with the nearby heritage assets.

6. The details submitted in pursuance of Condition 1 shall be accompanied by a scheme of landscaping and boundary treatment. The scheme shall be in general conformity to the indicative layout referenced EMT - C - 09 Rev C received 2 September 2019 and follow the recommendations set out in the Arboricultural Report received 19 December 2018. The scheme shall ensure the retention of all existing mature boundary trees. The scheme shall be approved in writing by the Authority Planning Authority and shall be implemented by the approved date or such other date as may be agreed in writing by the Authority. Any trees or plants which within 10 years of planting are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

Reason: In order to protect and enhance the appearance and character of the site and locality.

7. The details submitted in pursuance of Condition 1 shall show adequate land to be reserved for the parking and turning of vehicles. The dwellings hereby permitted shall not be occupied until these areas has been provided, surfaced and drained in accordance with the approved details. Thereafter no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 2015 (or any order amending, revoking and re-enacting that Order) shall be carried out on the land so shown (other than the erection of a private garage or garages) or in such a position as to preclude vehicular access to reserved vehicle parking areas.

Reason: Development without provision of adequate accommodation for the parking or garaging of vehicles is likely to lead to hazardous on-street parking.

8. The details submitted in pursuance of Condition 1 shall show the proposed pedestrian and cycle routes within the site and how the routes will link to the existing public rights of way, particularly links between the southern part of the site and East Malling village. The dwellings hereby permitted shall not be occupied until these routes have been provided, surfaced and drained in accordance with the approved details and shall be retained at all times thereafter.

Reason: To promote healthy lifestyles and social connectivity.

9. The details submitted in pursuance of Condition 1 shall show the proposed emergency access route at detailed in email received 31.10.19. The dwellings hereby permitted shall not be occupied until this route has been identified and made available for such use at all times thereafter.

Reason: In the interest of public safety.

10. The details submitted in pursuance of Condition 1 shall show arrangements for the storage and screening of refuse and recycling. Prior to the occupation of each unit the approved arrangements shall be implemented in relation to that particular unit, and shall be retained at all times thereafter.

Reason: To facilitate the collection of refuse and preserve visual amenity.

11. The details submitted in pursuance of Condition 1 shall incorporate the mitigation and enhancement measures detailed in the Ecological Assessment received 19 December 2018. The measures shall be implemented and retained thereafter.

Reason: In the interests of nature conservation and biodiversity.

12. The details submitted in pursuance of Condition 1 shall incorporate the mitigation measures detailed in the Air Quality Assessment and Travel Plan received 19 December 2018. The measures shall be implemented and retained thereafter.

Reason: To ensure suitable levels of air quality

13. The details submitted in pursuance of Condition 1 shall show the proposed areas of amenity and natural open space, a centrally located Local Equipped Area of Play and three Local Areas of Play. The open space and play areas shall be implemented in accordance with an agreed timetable and retained thereafter.

Reason: To ensure suitable levels of open space in the interests of health and wellbeing.

14. Prior to the commencement of the development hereby approved, arrangements for the management of all construction works shall be submitted to and approved by the Local Planning Authority. The management arrangements to be submitted shall include (but not necessarily be limited to) the following:

- The days of the week and hours of the day when the construction works will be limited to and measured to ensure these are adhered to;

- Procedures for managing all traffic movements associated with the construction works including (but not limited to) the delivery of building materials to the site (including the times of the day when those deliveries will be permitted to take place and how/where materials will be offloaded into the site) and for the management of all other construction related traffic and measures to ensure these are adhered to;
 - Procedures for notifying neighbouring properties as to the ongoing timetabling of works, the nature of the works and likely their duration, with particular reference to any such works which may give rise to noise and disturbance and any other regular liaison or information dissemination; and
 - The specific arrangements for the parking of contractor's vehicles within or around the site during construction and any external storage of materials or plant throughout the construction phase.
- The development shall be undertaken in full compliance with the approved details. Reason: In the interests of residential amenity and highway safety.

15. No development shall take place until the applicant, or their agents or successors in title, has secured the implementation of

- i archaeological field evaluation works in accordance with a specification and written timetable which has been submitted to and approved by the Local Planning Authority; and
- ii following on from the evaluation, any safeguarding measures to ensure preservation in situ of important archaeological remains and/or further archaeological investigation and recording in accordance with a specification and timetable which has been submitted to and approved by the Local Planning Authority

Reason: To ensure that features of archaeological interest are properly examined and recorded and that due regard is had to the preservation in situ of important archaeological remains.

16. No above ground works, other than demolition of any building, removal of hardstanding, or ground investigations works, shall not be commenced until a scheme to connect all plots to mains foul drainage has been submitted to, and approved in writing by the local planning authority. The occupation of the development hereby permitted is to be phased and implemented to align with the delivery by Southern Water of any required sewerage network reinforcement.

Reason: To ensure that adequate waste water network capacity is available to adequately drain the development.

17. Prior to any above ground works, except ground investigations or site survey works, details and samples of all materials to be used externally shall be submitted to and approved by the Local Planning Authority, and the development shall be carried out in accordance with the approved details.

Reason: To ensure that the development does not harm the character of the countryside.

18. Prior to any above ground works, except ground investigations or site survey works a detailed sustainable surface water drainage scheme for the site shall be submitted to, and approved in writing by, the local planning authority. The detailed drainage scheme shall be based upon the FRA prepared by Ardent Consulting, ref 18600-02, December 2018 and shall demonstrate that the surface water generated by this development (for all rainfall durations and intensities up to and including the climate change adjusted critical 100 year storm) can be accommodated and disposed of without increase to flood risk on or off-site. The scheme, where possible shall include daylighting of the existing culvert to the western site boundary.

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

- o that silt and pollutants resulting from the site use can be adequately managed to ensure there is no pollution risk to receiving waters.

o appropriate operational, maintenance and access requirements for each drainage feature or SuDS component are adequately considered, including any proposed arrangements for future adoption by any public body or statutory undertaker.

The drainage scheme shall be implemented in accordance with the approved details.

Reason: To ensure the development is served by satisfactory arrangements for the disposal of surface water and to ensure that the development does not exacerbate the risk of on/off site flooding.

19. The dwellings shall not be occupied until a Verification Report pertaining to the surface water drainage system, carried out by a suitably qualified professional, has been submitted to the Local Planning Authority which demonstrates the suitable modelled operation of the drainage system such that flood risk is appropriately managed, as approved by the Lead Local Flood Authority. The Report shall contain information and evidence (including photographs) of earthworks; details and locations of inlets, outlets and control structures; extent of planting; details of materials utilised in construction including subsoil, topsoil, aggregate and membrane liners; full as built drawings; topographical survey of 'as constructed' features; and an operation and maintenance manual for the sustainable drainage scheme as constructed.

Reason: To ensure that flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property and ecological systems.

20. No above ground works, except ground investigations or site survey works shall commence until the following have been submitted to and approved by the Local Planning Authority:

a) a contaminated land desktop study identifying all previous site uses, potential contaminants associated with those uses including a survey of the condition of any existing building(s), a conceptual model of the site indicating sources, pathways and receptors and any potentially unacceptable risks arising from contamination at the site;

(b) based on the findings of the desktop study, proposals for a site investigation scheme that will provide information for an assessment of the risk to all receptors that may be affected including those off site. The site investigation scheme should also include details of any site clearance, ground investigations or site survey work that may be required to allow for intrusive investigations to be undertaken.

If, in seeking to comply with the terms of this condition, reliance is made on studies or assessments prepared as part of the substantive application for planning permission, these documents should be clearly identified and cross-referenced in the submission of the details pursuant to this condition.

Reason: In the interests of amenity, public safety and human health.

21. No development shall take place other than as required as part of any relevant approved site investigation works until the following have been submitted to and approved by the Local Planning Authority:

a) results of the site investigations (including any necessary intrusive investigations) and a risk assessment of the degree and nature of any contamination on site and the impact on human health, controlled waters and the wider environment. These results shall include a detailed remediation method statement informed by the site investigation results and associated risk assessment, which details how the site will be made suitable for its approved end use through removal or mitigation measures. The method statement must include details of all works to be undertaken, proposed remediation objectives, remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site cannot be determined as Contaminated Land as defined under Part 2A of the Environmental Protection Act 1990 (or as otherwise amended).

The submitted scheme shall include details of arrangements for responding to any discovery of unforeseen contamination during the undertaking hereby permitted. Such arrangements shall include a requirement to notify the Local Planning Authority in writing of the presence of any such unforeseen contamination along with a timetable of works to be undertaken to make the site suitable for its approved end use.

(b) prior to the commencement of the development the relevant approved remediation scheme shall be carried out as approved. The Local Planning Authority should be given a minimum of two weeks written notification of the commencement of the remediation scheme works.

Reason: In the interests of amenity, public safety and human health.

22. Following completion of the approved remediation strategy, and prior to the first occupation of the development, a relevant verification report that scientifically and technically demonstrates the effectiveness and completion of the remediation scheme at above and below ground level shall be submitted for the information of the Local Planning Authority.

The report shall be undertaken in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'. Where it is identified that further remediation works are necessary, details and a timetable of those works shall be submitted to the Local Planning Authority for written approval and shall be fully implemented as approved.

Thereafter, no works shall take place such as to prejudice the effectiveness of the approved scheme of remediation.

Reason: In the interests of amenity, public safety and human health.

23. The partial demolition and rebuilding of the curtilage boundary wall hereby permitted will be carried out in accordance with the details in drawing referenced 182600-012 B received 15 April 2018 and no other openings shall be created thereafter.

Reason: To retain the visual appearance and function of the historic feature.

24. The construction of the vehicular access onto New Road shall take place fully in accordance with drawing number 182600-012 Rev. B and shall be completed prior to the first occupation of the development hereby approved.

Reason: In the interests of highway safety.

Informatives:

- 1 It is recommended that all developers work with a telecommunication partner or subcontractor in the early stages of planning for any new development to make sure that Next Generation Access Broadband is a fundamental part of the project. Access to superfast broadband should be thought of as an essential utility for all new homes and businesses and given the same importance as water or power in any development design. Please liaise with a telecom provider to decide the appropriate solution for this development and the availability of the nearest connection point to high speed broadband. We understand that major telecommunication providers are now offering Next Generation Access Broadband connections free of charge to the developer. For advice on how to proceed with providing access to superfast broadband please contact broadband@kent.gov.uk

2 The proposed development is within a road which has a formal street numbering scheme and it will be necessary for the Council to allocate postal address(es) to the new property/ies. To discuss the arrangements, you are invited to write to Street Naming & Numbering, Tonbridge and Malling Borough Council, Gibson Building, Gibson Drive, Kings Hill, West Malling, Kent, ME19 4LZ or to e-mail to addresses@tmbc.gov.uk. To avoid difficulties for first occupiers, you are advised to do this as soon as possible and, in any event, not less than one month before the new properties are ready for occupation.

3 The network provided by Southern Water will require reinforcement. Any such network reinforcement will be part funded through the New Infrastructure Charge with the remainder funded through Southern Water's Capital Works programme. Accordingly Southern Water and the Developer will need to work together in order to review if the delivery of the network reinforcement aligns with the proposed occupation of the development, as it will take time to design and deliver any such reinforcement.

Louise Reid

Head of Planning

THIRD SCHEDULE
Part 1
The Owner's Covenants with the Council

1. Affordable Housing

The Owner covenants with the Council

- 1.1 Within twelve (12) months of Commencement of Development on the Site to contract with a Registered Provider to secure the provision of the Affordable Housing Dwellings on the Affordable Housing Land and to supply evidence in writing of such a contract to the Council.
- 1.2 The Affordable Housing Dwellings will be provided to the Registered Provider in accordance with this Deed and must be developed in accordance with standards set out in the "Technical housing standards – nationally described space standard – March 2015" or any other such national space standard applicable as at the date of Commencement of Development.
- 1.3 The Affordable Housing Dwellings shall be transferred to the Registered Provider in accordance with the following provisions: -
- (i) for an estate in fee simple in possession
 - (ii) with full title guarantee
 - (iii) subject to the matters specified in the title documents (other than entries securing monies) and the terms of this Agreement so far as the same relate to and affect the land to be transferred but otherwise free from encumbrances
 - (iv) with all main services (which shall include gas (if any is to be provided for the Development), electric, water main drainage and telephone services) provided into the Affordable Housing Dwellings
 - (v) with vehicular and pedestrian access and all necessary rights of way to the boundary of the Affordable Housing Dwellings together with and subject to such other rights covenants restrictions declarations agreements and other matters reasonably required by the Owners to be included in any transfer of the Affordable Housing Land and which are reasonably necessary having regard to the development of the remainder of the Site
 - (vi) a direct covenant expressed to be enforceable by the Council from the Registered Provider to observe and comply with the obligations of this Schedule
- 1.4 In the event the Owner is unable to agree terms for the transfer of the Affordable Housing Land with the Registered Provider the Owner shall notify the Council and request the Council to nominate a further Registered Provider in writing within 28 days of receipt of such written request from the Owner and in the event that after a period of three months (for the avoidance of doubt this period shall be taken from the end of the 28 day period referred to in paragraph 1.4 hereto) the Council has failed to nominate a further Registered Provider and/or in the event it has not proved possible for the Owner to reach agreement with such further Registered Provider with regard to the construction costs of the Affordable Housing Dwellings

and/or in the event the further Registered Provider is unable or unwilling to accept a transfer of the Affordable Housing Land the Owner shall be at liberty to transfer the Affordable Housing Land to any Registered Provider as the Owner shall in its absolute discretion determine (having first consulted with the strategic housing authority).

- 1.5 That the Affordable Housing Dwellings constructed on the Affordable Housing Land will not be used for any purpose other than as Affordable Housing save that these obligations shall:
 - 1.5.1 not be binding on a Chargee;
 - 1.5.2 cease to apply to any part or parts of the land for Affordable Housing which is transferred or leased by any Chargee;
 - 1.5.3 not bind any purchaser of any Affordable Housing which is required or permitted by this Agreement to be disposed of on shared ownership terms as defined in Section 2(6) of the Housing Act 1996 nor any other purchaser tenant or occupier of the unit nor any successor in title to such person;
 - 1.5.4 not bind any mortgagee of a purchaser of any Affordable Housing which is required or permitted by this Agreement to be disposed of on shared ownership terms as defined in Section 2(6) of the Housing Act 1996 or any purchaser, tenant or occupier referred to in 1.5.3 above nor any receiver appointed by such mortgagee or any person deriving title through such mortgagee;
 - 1.5.5 cease to apply to any Affordable Housing which is required or permitted by this Agreement to be disposed of on shared ownership terms as defined in Section 2(6) of the Housing Act 1996 referred to in paragraphs 1.5.3 and 1.5.4 above in respect of which a shared ownership lease has been granted and where the Affordable Housing Provider or a successor in title of the Affordable Housing Provider has disposed of 100% of the equity in such unit under the terms of such lease.
- 1.6 That it will not Occupy or permit Occupation of more than 50% (Fifty Per Cent) of the Market Housing Units constructed until:
 - 1.6.1 the Affordable Housing Land has been transferred to the Registered Provider in accordance with the provisions of paragraph 1.3 hereto; and
 - 1.6.2 50% (Fifty Per Cent) of the Affordable Housing Dwellings have been constructed on the Affordable Housing Land
- 1.7 That it will not Occupy or permit Occupation of 80% (Eighty Per Cent) of the Market Housing Units constructed until all of the Affordable Housing Dwellings have been constructed on the Affordable Housing Land
- 1.8 Not to Occupy or permit Occupation of the Affordable Housing Dwellings until the Nominations Agreement has been entered into unless otherwise agreed in writing by the Council
- 1.9 The Approved Housing Provider or Registered Provider (as applicable) and the Council will agree a Local Lettings Plan which will set out the allocation of the affordable housing units (including setting appropriate levels of child density and establishing sustainable communities), prior to the Occupation of the Affordable Housing Dwellings
- 1.10 To ensure that one (1) Affordable Housing Dwelling is provided as a Wheelchair Adaptable Unit

2. NHS Contribution

- 2.1 To pay 50% of the NHS Contribution to the Council prior to 25% Occupation of the Market Housing Units ;
- 2.2 Not to Occupy more than 25% of the Market Housing Units until 50% of the NHS Contribution has been paid to the Council pursuant to paragraph 2.1 of this Third Schedule.
- 2.3 To pay the balance of the NHS Contribution to the Council prior to the Occupation of 50% of the Market Housing Units
- 2.4 Not to Occupy more than 50% of the Market Housing Units until the balance of the NHS Contribution has been paid to the Council

3. Open Space (Outdoor Sports) Contribution

- 3.1 To pay 50% of the Open Space (Outdoor Sports) Contribution to the Council prior to the Occupation of 25% of the Market Housing Units;
- 3.2 Not to Occupy more than 25% of the Market Housing Units until 50% of the Open Space (Outdoor Sports) Contribution has been paid to the Council pursuant to paragraph 3.1 of this Third Schedule.
- 3.3 To pay the balance of the Open Space (Outdoor Sports) Contribution to the Council prior to the Occupation of 50% of the Market Housing Units
- 3.4 Not to Occupy more than 50% of the Market Housing Units until the balance of the Open Space (Outdoor Sports) Contribution has been paid to the Council

4. Open Space (Parks and Gardens) Contribution

- 4.1 To pay 50% of the Open Space (Parks and Gardens) Contribution to the Council prior to the Occupation of 25% of the Market Housing Units;
- 4.2 Not to Occupy more than 25% of the Market Housing Units until 50% of the Open Space (Parks and Gardens) Contribution has been paid to the Council pursuant to paragraph 4.1 of this Third Schedule.
- 4.3 To pay the balance of the Open Space (Parks and Gardens) Contribution to the Council prior to the Occupation of 50% of the Market Housing Units
- 4.4 Not to Occupy more than 50% of the Market Housing Units until the balance of the Open Space (Parks and Gardens) Contribution has been paid to the Council

5. Disposal or Transfer of the On Site Open Space

- 5.1 The Owner covenants that is shall not dispose of or transfer the On Site Open Space or any part thereof separately from the remainder of the Site other^{than} to a management company established in accordance with this clause 5 of schedule 3 without the consent of the Council EA

- 5.2 IN THE EVENT THAT the Owner proposes to dispose of or transfer the monitoring, maintenance and/or management of the On Site Open Space to a management company then
- 5.2.1 the management company shall be established as a management company limited by guarantee for the purposes of monitoring managing and maintaining the On Site Open Space in perpetuity
- 5.2.2 the management company shall carry out the monitoring management and maintenance of the On Site Open Space in accordance with the terms of this Agreement
- 5.2.3 the management company shall be funded by means of annual service charges payable by all owners of the Dwellings
- 5.2.4 each of the owners of the Dwellings shall be a member of the management company whose liability shall be set at the equivalent of 1 (one) year's annual service charge which shall be reflected in the articles of association of the management company
- 5.2.5 the Owner shall procure that there is included in the transfer deed of the freehold or leasehold interest in each of the Dwellings a requirement that each transferee shall pay an annual service charge to the management company for the ongoing monitoring maintenance and management of the On Site Open Space and the Owner shall ensure that the annual service charge shall be at a level that allows the management company to pay for the monitoring management and maintenance of the On Site Open Space to be paid for through the annual service charge levied against each of the Dwellings
- 5.2.6 prior to any disposal or transfer the Owner shall produce to the Council a certified copy of the certificate of incorporation of the management company and evidence of financial viability for at least 10 (ten) years after Practical Completion of the Development as a whole (as notified to the Council pursuant to Clause 11.1) unless otherwise agreed in writing with the Council
- 5.2.7 the Owner covenants that it shall not dispose of or transfer the monitoring maintenance and/or management of the On Site Open Space without the prior approval of the Council and the Council may withhold its approval until such time as it is satisfied that *inter alia* the proposed disposal or transfer will not undermine the requirements and objectives of this Schedule

THIRD SCHEDULE

Part 2

The Owner's Covenants with the County Council

5. Highways Contribution

- 5.1 To pay 50% of the Highways Contribution to the County Council prior to the Occupation of the 54th Market Housing Unit;
- 5.2 Not more than 54 Market Housing Units shall be Occupied until 50% the Highways Contribution has been paid to the County pursuant to paragraph 5.1 of this Third Schedule
- 5.3 To pay the balance of the Highways Contribution to the County Council prior to the Occupation of the final Market Housing Unit
- 5.4 Not to Occupy the final Market Housing Unit until the balance of the Highways Contribution has been paid to the County Council

6. Bus Service Contribution

- 6.1 To pay the Bus Service Contribution to the County Council prior to the Occupation of 25% of the Market Housing Unit;
- 6.2 Not more than 25% of the Market Housing Units shall be Occupied until the Bus Service Contribution has been paid to the County pursuant to paragraph 6.1 of this Third Schedule

7. Primary Education Contribution

- 7.1 To pay 50% of the Primary Education Contribution to the County Council prior to 25% Occupation of the Market Housing Units;
- 7.2 Not more than 25% of the Market Housing Units shall be Occupied until 50% of the Primary Education Contribution has been paid to the County Council pursuant to paragraph 7.1 of this Third Schedule.
- 7.3 To pay the balance of the Primary Education Contribution to the County Council prior to 50% Occupation of the Market Housing Units
- 7.4 Not more than 50% of the Market Housing Units shall be Occupied until the balance of the Primary Education Contribution has been paid to the County Council

8. Secondary Education Contribution

- 8.1 To pay 50% of the Secondary Education Contribution to the County Council prior to 25% Occupation of the Market Housing Units;

8.2 Not more than 25% of the Market Housing Units shall be Occupied until 50% of the Secondary Education Contribution has been paid to the County Council pursuant to paragraph 8.1 of this Third Schedule.

8.3 To pay the balance of the Secondary Education Contribution to the County Council prior to 50% Occupation of the Market Housing Units

8.4 Not more than 25% of the Market Housing Units shall be Occupied until the balance of the Secondary Education Contribution has been paid to the County Council

9. Primary School Land Contribution

9.1 To pay the 50% of the Primary School Land Contribution to the County Council prior to 25% Occupation of the Market Housing Units;

9.2 Not more than 25% of the Market Housing Units shall be Occupied until 50% of the Primary School Land Contribution has been paid to the County Council pursuant to paragraph 9.1 of this Third Schedule.

9.3 To pay the balance of the Primary School Land Contribution to the County Council prior to 50% Occupation of the Market Housing Units

9.4 Not more than 50% of the Market Housing Units shall be Occupied until the balance of the Primary School Land Contribution has been paid to the County Council

10. Community Learning Contribution

10.1 To pay 50% of the Community Learning Contribution to the County Council prior to 25% Occupation of the Market Housing Units;

10.2 Not more than 25% of the Market Housing Units shall be Occupied until 50% of the Community Learning Contribution has been paid to the County Council pursuant to paragraph 10.1 of this Third Schedule.

10.3 To pay the balance of the Community Learning Contribution to the County Council prior to 50% Occupation of the Market Housing Units

10.4 Not more than 50% of the Market Housing Units shall be Occupied until the balance of the Community Learning Contribution has been paid to the County Council

11. Social Care Contribution

11.1 To pay 50% of the Social Care Contribution to the County Council prior to 25% Occupation of the Market Housing Units;

11.2 Not more than 25% of the Market Housing Units shall be Occupied until 50% of the Social Care Contribution has been paid to the County Council pursuant to paragraph 11.1 of this Third Schedule.

11.3 To pay the balance of the Social Care Contribution to the County Council prior to 50% Occupation of the Market Housing Units

11.4 Not more than 50% of the Market Housing Units shall be Occupied until the balance of the Social Care Contribution has been paid to the County Council

12. Library Contribution

12.1 To pay 50% of the Library Contribution to the County Council prior to 25% Occupation of the Market Housing Units;

12.2 Not more than 25% of the Market Housing Units shall be Occupied until 50% of the Library Contribution has been paid to the County Council pursuant to paragraph 12.1 of this Third Schedule.

12.3 To pay the balance of the Library Contribution to the County Council prior to 50% Occupation of the Market Housing Units

12.4 Not more than 50% of the Market Housing Units shall be Occupied until the balance of the Library Contribution has been paid to the County Council

13. Youth Contribution

13.1 To pay 50% of the Youth Contribution to the County Council prior to 25% Occupation of the Market Housing Units;

13.2 Not more than 25% of the Market Housing Units shall be Occupied until 50% of the Youth Contribution has been paid to the County Council pursuant to paragraph 13.1 of this Third Schedule.

13.3 To pay the balance of the Youth Contribution to the County Council prior to 50% Occupation of the Market Housing Units

13.4 Not more than 50% of the Market Housing Units shall be Occupied until the balance of the Youth Contribution has been paid to the County Council

14. A20/New Road Highway Works

Subject to the County Council complying with its obligations in paragraph 5 of Schedule 5, the construction of improvements to the A20/New Road, East Malling junction shall take place in accordance with drawing number 182600-016 Rev A (or such other revision as may be agreed between the Owner and the County Council) and shall be completed prior to the first occupation of the development hereby approved unless otherwise agreed in writing by the County Council such agreement not to be unreasonably withheld or delayed.

FOURTH SCHEDULE

Council's Covenants

The Council hereby covenants with the Owner:

Contributions

1. To use each of the Council Contributions only for the purpose specified in the relevant definition of that contribution in clause 1 of this Agreement.
2. Upon receipt of the Open Space Contribution, the Council shall determine the specific project or projects in the vicinity of the Development to which that contribution shall be applied and will notify the Developer of the identified projects upon request. Those projects shall be:
 - (a) identified from the most recent version of the Council's list of public open space works as is updated from time to time; and
 - (b) directly related to the need for public open space works generated by the Development

Repayment of contributions

3. To refund to the Owner such amount of each of the Borough Council Contributions as has been paid by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payments together with interest at Barclays Bank Plc base rate from time to time for the period from the date of payment to the date of refund.
4. To provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of each of the Borough Council Contributions paid by the Owner under this Deed.

Discharge of obligations

4. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Fifth Schedule

County's Covenants

The County Council hereby covenants with the First Owner:

Contributions

1. To use each of the County Council Contributions only for the purpose specified in the relevant definition of that contribution in clause 1 of this Agreement

Repayment of contributions

2. To refund to the Owner such amount of each of the County Council Contribution as has been paid by the Owner to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the County Council of such payment together with interest at Barclays Bank Plc base rate from time to time for the period from the date of payment to the date of refund.
3. To provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of each of the County Council Contributions paid by the Owner under this Deed.

Discharge of obligations

4. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

A20/New Road Highway Works

5. The County Council shall cooperate in the expeditious completion of the works required for the construction of improvements to the A20/New Road, East Malling junction in accordance with drawing number 182600-016 Rev A including the completion of any agreement under section 278 of the Highways Act 1980 which is required in connection with the works.

THE COMMON SEAL OF)
KENT COUNTY COUNCIL)
was hereunto affixed in the presence of:)

ELIZABETH ADAM

Authorised Signatory: *EAdam*



THE COMMON SEAL OF)
TONBRIDGE AND MALLING BOROUGH COUNCIL)
was affixed in the presence of:)

Authorised Signatory:

[Handwritten signature]



EXECUTED AS A DEED by)
EAST MALLING TRUST LIMITED)
acting by: OLIVER PETER DOUBLEDAY)

[Handwritten signature of Oliver Peter Doubleday]

Director:

In the presence of: *[Handwritten signature]*

Witness signature: *[Handwritten signature]*

Witness name: LEE MAY

Witness address: 59 LONDON RD
MADSTONE KENT
ME16 8JH

SIGNED as a deed on behalf of the trustees of
THE EAST MALLING TRUST by OLIVER PETER DOUBLEDAY
being one of their number under
an authority conferred pursuant to section 333
of the Charities Act 2011 in the presence of:-



Trustee

Signature of witness 

Witness

Name of witness LEE MAY

Address of witness..... 59 LONDON RD

..... MAIDSTONE KENT

..... ME16 8JH

SIGNED as a deed on behalf of the trustees of
THE EAST MALLING TRUST by KEVIN DENND KATWOOD
being one of their number under
an authority conferred pursuant to section 333
of the Charities Act 2011 in the presence of:-



Trustee

Signature of witness 

Witness

Name of witness DEBORAH WILSON

Address of witness..... Keytonstone, Warren

..... Street Road, Charney, Ashford

..... Kent, TN27 0HJ