

DATED

2nd February

2004

(1) TONBRIDGE & MALLING BOROUGH COUNCIL

and

(2) THE KENT COUNTY COUNCIL

and

(3) ROUSE KENT LIMITED and

ROUSE KENT (RESIDENTIAL) LIMITED

and

(4) FORTIS BANK NV (as Chargee)

DEED OF PLANNING OBLIGATIONS

pursuant to Section 106 of the Town and Country
Planning Act 1990 relating to the development known as
Phase 2 of Kings Hill, West Malling, and adjoining land at
Heath Farm, East Malling, Kent

*KCC
85/37/18*

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DOCUMENT TWO

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3. **Outline Nature Conservation Mitigation Strategy**
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5. **Plan reference number S106/03/03 (Safeguarded Site)**
6. **Schedule of Affordable Unit Sizes**
7. **Affordable Housing Benchmark Sum assumed construction costs**

THIS DEED made the *2nd*

day of *February*

2004

BETWEEN:-

- (1) **TONBRIDGE & MALLING BOROUGH COUNCIL** of Gibson Building, Gibson Drive, Kings Hill, West Malling, Kent ME19 4LZ ("**the Council**") which expression shall include any successor local planning authority exercising planning powers under the 1990 Act;
- (2) **THE KENT COUNTY COUNCIL** of County Hall, Maidstone, Kent, ME14 1XQ ("**the Owner**");
- (3) **ROUSE KENT LIMITED** (a company incorporated under the laws of the State of Delaware USA) (Co. Regn. No. FC14779) ("**RKL**") whose address in England for the purposes of this Agreement is 25 Gibson Drive, Kings Hill, West Malling, Kent, ME19 4RL and **ROUSE KENT (RESIDENTIAL) LIMITED** (Co. Regn. No. 3541801) ("**RKRL**") whose registered office address is 25 Gibson Drive, Kings Hill, West Malling, Kent, ME19 4RL (together "**the Developer**"); and
- (4) **FORTIS BANK NV** of Camomile Court, 23 Camomile Street, London, EC3A 7PP incorporated in Belgium (Co Regn No FC014598) Branch No BR000357 ("**the Chargee**")

WHEREAS

- (A) Tonbridge & Malling Borough Council is the local planning authority for the purposes of this Deed for Kings Hill and for the wider area within which the Site is situated, and is the appropriate statutory body to enforce the obligations contained in this Deed for the purposes of section 106 of the 1990 Act.
- (B)
 - (i) Rouse Kent Limited submitted the Application to the Council on 14th November 2002, accompanied by an Environmental Statement and further material, seeking outline planning permission for an additional 92,900 sq m of business floorspace, up to 750 residential units, public open space, sport, leisure and recreation facilities and associated infrastructure at Kings Hill and adjoining land at Heath Farm, East Malling.
 - (ii) On 10th December 2002 the Secretary of State directed the Council to refer the Application to him for determination pursuant to section 77 of the 1990 Act.
 - (iii) The Secretary of State was thereby seised of the Application which is to be determined under PINS reference number APP/H2265/V/02/1105982 following consideration at a public inquiry into several development proposals in the Borough of Tonbridge and Malling which commenced on 7th October 2003.

- (iv) The Applicants have requested the Secretary of State to have regard to the planning obligations set forth in this deed as considerations material to the Secretary of State's determination of the Application.
- (C) The Owner, RKL and RKRL are together the persons interested in the Site as respective registered proprietors with freehold title absolute under **Title Numbers K411925 (Kent County Council** as freeholder of the main Kings Hill site, the former West Malling Aerodrome, other than parts which have been sold off), **K435105 (RKRL** as the freeholder of Heath Farm), and **K693284 (RKL** as long leasehold owner of a significant part of the Site under a lease of 200 years commencing on 29th August 1990), of the parcels of land shown on the respective filed plans of those titles, each as registered at HM Land Registry.
- (D) The Chargee, Fortis Bank NV, by virtue of a Charge dated 29th August 1990 (assigned by Nippon Credit Bank Ltd) is the proprietor of a Registered Charge over RKL's interest in **Title Number K693284**, and has executed this Deed to confirm its consent to these planning obligations.
- (E) The Owner and the Developer (to the extent of their respective interests in the Site) have agreed to enter into this Deed, accepting that the same fall properly to be considered as material to the determination of the Application, and as being fairly and reasonably related in scale and kind to the Development.
- (F) This Deed relates to social housing and other benefits. Separate Deeds between the parties to this Deed and/or other parties are entered into in relation to highways, traffic and associated obligations and Educational and other social benefits pertaining to the Application.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

General and Specific Definitions

- 1.1 In addition to the General Definitions set out below, a series of Specific Definitions are included in each Part of Schedule 1 giving further defined terms and expressions to facilitate interpretation.
- 1.2 Where in this Deed the following defined terms and expressions are used they shall have the following respective meanings:
- "1990 Act" means the Town and Country Planning Act 1990 (as amended) or any re-enactment, replacement or modification thereof for the time being in force;
- "Application" means the outline application for planning permission in respect of the Site to carry out the Development submitted to the Council on 14th November 2002 and given the reference Application No **TM/02/03429/OAEA**;
- "Completion" means unless the context otherwise requires practical completion as certified by the responsible architect or engineer for the element of works to which in the circumstances the definition relates;
- "Development" means an additional 92,900 sq m (1m sq ft) of business floorspace, up to 750 residential units at Kings Hill, public open space, sport, leisure and

recreation facilities, and associated infrastructure at Kings Hill and adjoining land at Heath Farm as detailed in the Application;

"Existing Consents" means the several outline and other planning permissions granted for the development of Kings Hill since 1990 including those severally dated and bearing the reference numbers TM/89/1655 (12th June 1990); TM/93/0672 (28th May 1993), TM/97/01183 (11th June 1997), TM/98/00299 (16th February 1998); TM/02/1850 (17th June 2002) and TM/02/1849 (17th June 2002);

"Existing Planning Obligations" means the Planning Agreements entered into pursuant to section 52 of The Town and Country Planning Act 1971 dated 12th June 1990, and the Agreements made pursuant to section 106 of the 1990 Act dated 14th January 1998 and 30th June 1998 containing various planning obligations relating to the development of Kings Hill pursuant to the Existing Consents;

"Expert" means an independent person appointed in accordance with the provisions of clause 9 to determine a dispute;

"Force Majeure" means fire, flood or other exceptionally adverse or inclement weather conditions, malicious damage, terrorist action, decree of Government, unforeseen exceptional site or ground conditions or other exceptional event, cause or circumstance outside the reasonable control of the party under obligation, (including proper delays occasioned by seasonal site or other conditions applying to the carrying out of ecological works on Site), its contractors or agents, and which adversely affects its ability to perform any obligation relating to any works provided for in this Deed Provided That the same could not reasonably have been avoided or provided against by the party under obligation, its contractors or agents, is not due to the negligence or default of the relevant party and is mitigated against in accordance with the principles of common law to reduce any delay so far as reasonably practicable;

"Heath Farm" means the land lying predominantly to the east of the former West Malling Aerodrome purchased by RKRL in November 2000 and shown for the purpose of identification only hatched in green on Plan 1 on the Land Ownership Plan;

"Implementation" 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 **"Implement"** and **"Implemented"** shall be construed accordingly;

"Implementation Date" means the date on which the Planning Permission is Implemented;

"Kings Hill" means the site shown for the purpose of identification only tinted in blue on Plan 1 amounting to some 260 hectares (650 acres) approximately, comprising a flagship mixed use and economic development scheme in the County of Kent;

"Phase 1 Consent" means the outline planning permission ref no TM/89/1655 dated 12th June 1990 (as subsequently renewed on 16th February 1998 under ref no TM/98/00299/FL pursuant to which the B1 Commercial Buildings, infrastructure and other works have been carried out at Kings Hill;

"**1998 Consent**" means detailed planning permission for 1300 residential dwellings reference number TM/97/01183/0A;

"**Plan 1**" means drawing ref no S106/03/01 comprising Annexure 1 attached;

"**Planning Permission**" means outline planning permission for the Development which may be granted by the Secretary of State in accordance with the Application following determination at the Public Inquiry;

"**Preparatory Operation**" means an operation or item of work of or connected with or ancillary to archaeological investigation or remediation works associated with decontamination, exploratory boreholes, demolition and site clearance and/or site preparation site reclamation and site remediation works, preliminary landscaping diversion and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media or utilities, the erection of fences and hoardings and construction of temporary access and service roads, and other works and site establishment preparatory to the commencement of construction including operations permitted by the Town and Country Planning (General Permitted Development) Order 1995;

"**Reasonable Endeavours**" means it is agreed by the parties hereto that the party under such an obligation shall not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto such party shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable;

"**Secretary of State**" means the Deputy Prime Minister and First Secretary of State or other Minister of Her Majesty's Government for the time being having or being entitled to exercise the powers now conferred on the Deputy Prime Minister by the 1990 Act;

"**Site**" means the land the subject of the Application comprising 120 hectares approx made up as to 32 hectares approximately of proposed business area, 27 hectares approx of proposed residential development and 61 hectares approximately incorporating Heath Farm into the extended Kings Hill all as shown by way of identification only edged in red on Plan 1;

"**Working Day**" means any day apart from Saturday, Sunday Christmas Day, Good Friday, and any statutory or public holiday.

Interpretation

1.3 Unless the context otherwise requires:

1.3.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;

1.3.2 words importing persons include firms companies councils and vice versa;

- 1.3.3 references to the Developer include references to the Developer's successors in title and permitted assigns;
 - 1.3.4 references to clauses, sub-clauses, recitals, schedules and plans are unless otherwise stated references to clauses, sub-clauses and recitals of and schedules to this Agreement and in the case of plans, plans annexed to this Agreement;
 - 1.3.5 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;
 - 1.3.6 references in this deed to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
 - 1.3.7 if any provision of this Agreement shall be held to be invalid illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected impaired or called into question; and
 - 1.3.8 the Interpretation Act 1978 shall apply to this Agreement.
- 1.4 The Recitals to individual Parts of Schedule 1 are purely to aid interpretation and are for reference purposes only and have no binding legal effect.

2. GOVERNING LEGAL PROVISIONS

- 2.1 This Agreement is executed by the parties hereto as a deed and is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and all other powers them enabling and the covenants on the part of the Owner and the Developer in this Agreement are planning obligations made pursuant to and for the purposes of Section 106 of the 1990 Act and so as to bind the Owner's and the Developer's respective titles to the Site.
- 2.2 The planning obligations contained in this Agreement shall be enforceable by the Council in accordance with the terms of section 106 (3) of the 1990 Act.

3. CONDITIONAL ENTRY INTO FORCE

- 3.1 It is hereby agreed between the parties hereto that, with the exception of this Clause 3 and Clauses 8, 9, 10, 11 and 12 none of the terms or provisions in this Deed will have operative effect unless and until both of the following have occurred, namely:
- 3.1.1 the Planning Permission has been duly granted; and
 - 3.1.2 the Planning Permission has been validly Implemented except where the Planning Permission is the subject of unresolved Judicial Review Proceedings or other legal challenge, in which event the provisions of the next following sub-clause 3.2 apply.

3.2 Where the Planning Permission is the subject of any Judicial Review Proceedings or other legal challenge:-

3.2.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Agreement will remain without operative effect notwithstanding the grant and Implementation of the Planning Permission;

3.2.2 if following the final determination of such proceedings or challenge the Planning Permission is quashed and is not subsequently superseded by a consent accepted by the Developer this Agreement shall cease to have any further effect; and

3.2.3 if following the final determination of such proceedings or challenge the Planning Permission remains valid and fully enforceable, all of the terms and provisions of this Agreement shall apply in full.

4. LEGAL EFFECT AND DETERMINATION

4.1 Nothing in this Deed will be construed as prohibiting or limiting the right of the Developer to develop any part of the Site in accordance with and to the extent permitted by a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State on appeal or following a reference to him either before or after the date of this Agreement.

4.2 If the Secretary of State determines that the Application should be refused following the public inquiry, or if the Planning Permission expires if (or any extension alteration or renewal granted pursuant to any Planning Application) expires without being Implemented or, (save with the consent of the Owner and the Developer), is varied or is revoked this Deed will cease to have effect insofar as it relates to such Planning Permission, and upon such expiry, variation or revocation its registration on the register of Local Land Charges will forthwith be cancelled.

5. OWNER'S AND DEVELOPER'S OBLIGATIONS

5.1 The Owner covenants with the Council that the Owner will perform or procure the performance of the obligations set out in **Schedule 1**.

5.2 The Developer on behalf of itself and its successors in title to the Site covenants with the Council to perform the obligations specified in **Schedule 1**.

5.3 The obligations of the Owner and the Developer are joint and several and binding upon their respective interests in the Site as set out in Recital (C).

5.4 Obligations set out in Schedule 1 which are expressed as obligations to pay sums of money or undertake works and which are given jointly and severally by the Owner and the Developer are intended between them to be obligations which will be fulfilled, complied with and met in the first instance by the Developer. The Council agrees with the Owner and the Developer that primary liability accordingly rests with the Developer and only in circumstances of breach or default by the Developer, insolvency or termination of the Developer's entitlement to proceed with the development of Kings Hill will the Owner become primarily liable for the fulfilment and discharge of the several obligations set forth in Schedule 1.

5.5 Where pursuant to the provisions of clause 5.4 the Owner becomes primarily liable to perform obligations set forth in Schedule 1, the obligations will be owed to and enforceable by the Council in circumstances where the Owner would otherwise be committed to comply with an obligation enforceable by itself as Highway Authority. The Council will in such circumstances ensure compliance by the Owner with all of its obligations and hold in trust for the benefit of the Highway Authority any sums and amounts which would otherwise become payable directly to the Highway Authority.

6. COUNCIL'S OBLIGATIONS

The Council hereby covenants with each of the Owner and the Developer that the Council shall comply with the obligations on its part set out in Schedule 2.

7. RELEASE; AND CERTIFICATES OF COMPLIANCE

7.1 The Owner and any party within the definition of Developer in this Agreement shall, upon transferring or assigning (as the case may be) the whole or any part of its interest in the Site, be released from all obligations and duties under this Agreement in relation to the said interest or part thereof (as the case may be) but without prejudice to any right of action or remedy that the Council might have in relation to any antecedent breach of any obligation or covenant contained in this Agreement.

7.2 The Council hereby covenants with each of the Owner and the Developer that it shall upon reasonable request from the Owner or the Developer (and subject to payment of the Council's reasonable and proper professional costs and charges in connection with certification) certify compliance or partial compliance (as and if appropriate) with the provisions of this deed and if so requested by the Owner or the Developer shall (as and if appropriate) execute a deed of release or partial release from the relevant provision(s) of this deed, and procure that a note thereof shall be registered on the Register of Local Land Charges maintained by the Council.

7.3 This Agreement shall not be enforceable directly against owners, occupiers or tenants of the Development constructed pursuant to the Planning Permission.

8. MISCELLANEOUS PROVISIONS

8.1 Legal Costs

The Owner and the Developer will pay the Council's reasonable legal costs in connection with the preparation and completion of this Agreement up to a maximum sum of £8,000.

8.2 Developer to give advance notice of Implementation

The Developer will notify the Council in writing at least two weeks prior to the date of intended Implementation that the Developer or any other party intends to Implement the Planning Permission.

8.3 Council's Powers and Duties

Nothing herein contained shall fetter the statutory rights powers or duties of the Council as Planning Authority in that capacity.

8.4 Local Land Charge

The Council shall promptly after the date of this Agreement register it as a Local Land Charge for the purposes of the Local Land Charges Act 1975.

8.5 VAT

All sums and amounts referred to in this Agreement payable by the Developer are inclusive of Value Added Tax (if any) due or payable in any circumstances (provided that this provision does not apply to the computation of the Benchmark Sum referred to in paragraph 1.7.3 of Schedule 1).

8.6 Continued Application of the Existing Planning Obligations

Except to the extent that the same are expressly varied by the terms of this Deed or by later variation, the Existing Planning Obligations will continue to apply in all respects to development pursuant to the Phase 1 Consent.

8.7 Governing Law and submission of jurisdiction

The construction validity and performance of this Deed shall be governed by English law, and RKL and the Chargee each hereby submits to the non-exclusive jurisdiction of the English Courts.

9. RESOLUTION OF DISPUTES

9.1 In the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement (except a matter of law, and so that the parties shall not be entitled to dispute any fixed sum or agreed contribution referred to in this Agreement) the same shall be referred to an Expert to be agreed upon between the parties hereto or at the request and option of any of them to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society and the Expert shall act as an expert and not as an arbitrator and whose decision shall (in the absence of manifest error) be final and binding on the parties hereto and whose costs shall be at his discretion.

9.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Working Days from the date of his appointment to act.

9.3 The Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten Working Days written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material and his decision shall be given in writing within twenty Working Days of his appointment with reasons and (in the absence of manifest error) shall be binding on the said parties.

10. CONSENT OF CHARGE

10.1 The Chargee hereby consents to the terms of this Deed and confirms in favour of the Council the Owner and the Developer that the planning obligations hereby created will have priority to the Debenture dated 29th August 1990 (as varied) affecting the Site, of which the Chargee is registered proprietor in respect of the charge the registered against Title No K693284.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

11.1 Any person (other than the Council) who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12. NOTICES

12.1 Any notice to be delivered to a party under this Agreement shall be in writing and shall be sent to it at the fax number or address and marked for the attention of the person, and copied to the person(s), identified below or instead to such alternatives as may be substituted for them from time to time.

The Council:

Fax Number: 01732 842170

Address: Gibson Building, Gibson Drive, Kings Hill, West Malling, Kent, ME19 4LZ

Attention: Chief Solicitor (D Robinson)

The Owner:

Fax Number: 01622 691402

Address: County Hall, Maidstone, Kent, ME14 1XX

Attention: The County Secretary

The Developer:

Fax Number: 01732 870194

Address: 25 Gibson Drive, Kings Hill, West Malling, Kent, ME19 4RL

Attention: Project Director (N Condon)

The Chargee:

Fax Number: 0207 444 8810

Address: Camomile Court, 23 Camomile Street, London, EC3A 7PP

Attention: David Brewster

12.2 Any such notice shall be delivered by hand or sent by fax or pre-paid first class post and if delivered by hand, shall conclusively be deemed to have been received on the

next working day after the day of delivery if sent by fax on the date of despatch or, if that is not a working day, on the next working day and if sent by post and posted within the United Kingdom shall conclusively be deemed to have been received two working days after the date of posting.

- 12.3 If a notice is sent by fax a copy shall be sent on the same day by pre-paid first class post, but for the avoidance of doubt the date of service of such notice shall be the date of despatch of the fax.

IN WITNESS whereof this Deed has been executed and delivered by the parties hereto on the date which appears at the head of this document.

SCHEDULE 1

Part 1

(Affordable Housing)

Recitals

- (A) National Planning policy reflected inter alia in PPG 3, and Circular 6/98 has been taken into account in the scope for the provision of affordable housing in the Borough of Tonbridge and Malling; the Council has commissioned recent work to identify the need for affordable housing and has produced and published a Housing Needs and Affordability Study; and in addition the Council has published an Interim Housing Policy Statement in April 2003 to provide a context for considering residential planning applications pending a review of the Tonbridge and Malling Borough Local Plan.
- (B) The Developer has provided a percentage of affordable housing in the residential development carried out on Phase 1 of Kings Hill to date, and is committed to the provision of a further element of affordable housing amounting to (at the option of the Council) a range of 25% or 20% of the units to be constructed as part of the Development, as well as making (in the event of a decision by the Council to elect for 20% not 25% of the units as affordable housing) a financial contribution for the enhanced provision of affordable residential units in the Borough as detailed in the remaining provisions of this Part 1.
- (C) Accordingly, up to 150 (or, in the case of 25%, up to 188 units) of Affordable Housing will be provided in phases, clustered throughout the Development, if Planning Permission is granted and Implemented for Kings Hill, and (in the former case) a contribution of £1.5m will be payable to the Council as a further contribution to the provision of affordable residential schemes to be provided elsewhere in the Borough, as detailed in the remaining provisions of this Part 1.

Relevant Definitions

"Affordable Housing" means:

- (a) housing for persons whose incomes (excluding State-funded financial support) do not permit them and members of their family who reside with them to obtain accommodation with the Borough of Tonbridge and Malling on the open market; and/or
- (b) housing provision for persons having a special need for housing of a type not provided for on the open market within the Borough; and/or
- (c) housing provision for other persons (including Key/Essential Workers employed within the administrative boundaries of adjoining district councils) having a particular need for housing assessed by the Council

and for the avoidance of doubt housing owned managed and let by an Approved Organisation shall be deemed to be Affordable Housing for the purposes of this deed;

and "**Affordable Housing Phase**" means such parts or sub-phases of the Site within any particular area of Affordable Housing intended to be developed by constructing Affordable Housing Units in compliance with the obligations in this Part 1;

"**Affordable Housing Contribution**" means, (and subject to the provisions of paragraph 1.5.9) the sum of £1.5m payable to the Council as provided for in this Part 1, in circumstances where the Council elects for 20% not 25% of the units to be provided on the Site as Affordable Housing Units;

"**Affordable Housing Price**" means the sum calculated by applying the Benchmark Sum referred to in paragraph 1.7.3 below to the actual type and size or other relevant characteristics of each unit of Affordable Housing at the date of exchange of contracts for the disposal of the relevant parcel to the Approved Organisation, on the assumption that the units have been constructed and are fit for occupation and beneficial use;

"**Affordable Housing Units**" means (subject to the remaining provisions of this Part 1) either:-

- (a) a total of up to 150 residential units of Affordable Housing incorporated in the Development (representing 20% of the total of residential units to be constructed pursuant to the Planning Permission); or
- (b) a total of up to 188 residential units of Affordable Housing incorporated in the Development (representing 25% of the total of residential units to be constructed pursuant to the Planning Permission);

comprising a range as set out in the **Schedule of Affordable Unit Sizes** comprising **Annexure 6** ; and references to "up to" 150 and "up to" 188 in this Part 1 are references to circumstances in which for any reason the total number of units permitted and/or constructed as part of the Planning Permission is less than 750, in which event the due proportions of 20% or 25% will apply to the lesser number so permitted and/or constructed;

"**Approved Organisation**" means a Registered Social Landlord registered or eligible for registration as such under the Housing Act 1996 selected by the Developer in consultation with the Council (or, in the circumstances provided for in paragraph 1.5, by the Council in consultation with the Developer) as the entity with whom the Developer will enter into or has entered into a contract to provide the Affordable Housing as provided in this Part 1 (save that in the case of the Key/Essential Worker units the organisation providing such units may with the approval of the Council be an entity which is not a Registered Social Landlord);

"**Cascade Mechanism**" means the sequence of steps which are required to be taken pursuant to paragraph 1.5 below in circumstances where, notwithstanding the use of all Reasonable Endeavours to secure a binding and enforceable agreement for an Approved Organisation to take the transfer of an Affordable Housing Phase, terms for such transfer complying with the minimum requirements set forth in this Part 1 are not agreed, or a disposal to the Approved Organisation has for any other reason not proceeded;

"**Development Phase**" means a separate residential phase of Development approved pursuant to any phasing planning condition attached to the Planning Permission;

"Housing Register" means (a) the register maintained by the Council or its appointed agent listing persons requiring housing assistance within the Borough of Tonbridge and Malling and (b) any register maintained by an Approved Organisation listing its existing tenants;

"Index" means the Index of House Prices published by the Central Statistical Office or any other official publication substituted for it;

"Key/Essential Worker" means a person in full time or part time employment either working within the Borough, or bona fide intending to move to work in the Borough (and having accepted a job as evidence of such) in the Police Force, Fire Brigade, as a Nurse or similar level of employment in the National Health Service, as a Teacher, or other category of employment in the public sector nominated by the Council (acting reasonably) as being key or essential for the needs and benefit of the Borough employed in this capacity either within or outside the Borough for 12 months (save in the case of an entrant and first time worker in such category of employment) being in every case a person in a low income household whose level of remuneration prevents or restricts their ability to afford open market based residential accommodation;

"Nomination Agreement" means an agreement between the Approved Organisation and the Council as housing authority containing arrangements for the initial and subsequent selection of tenants or occupiers of Affordable Housing from the Housing Register or from other agreed sources;

"Open Market Value" means a price to be calculated in accordance with the definition and Practice Statement 4.2 of the Royal Institution of Chartered Surveyors Appraisal and Valuation Manual current at the date of calculation;

"Market Housing" means housing constructed pursuant to the Planning Permission which is not Affordable Housing;

"Qualifying Offer" means an offer for Affordable Housing Land which as a minimum complies with the terms set out in paragraph 1.4.4 of this Part 1;

"Rented Accommodation" means a residential unit let or intended to be let by an Approved Organisation for rent and includes Social Rented Housing;

"Shared Equity" means Affordable Housing owned by an Approved Organisation where an equity stake is sold to a shared owner on a long lease at Open Market Value and the shared owner pays rent to the Approved Organisation for the remainder of the stake (save that if the Developer itself carries out or procures Shared Equity housing it will be on nil rental terms but may be on a long leasehold structure);

"Social Rented Housing" means Affordable Housing approved by an Approved Organisation and let at a weekly rent which is at the Housing Corporation's standard new build rent cap for the Borough of Tonbridge and Malling from time to time and in line with Government guidance on affordable social rent taking into account local income levels and property values from time to time;

"Special Needs Units" means single bed units for rent, for occupation by physically disabled, visually impaired or frail elderly persons who require on-site attendance of support staff to be available for their everyday needs, or other categories of persons as the Council may reasonably promote as persons with special needs;

"Staircasing" means the progressive acquisition of additional ownership branches by shared ownership owners upwards towards the attainment of full ownership.

Operative Provisions

1.1 General Overview and Provisions

- 1.1.1 The Developer has subject to the remaining provisions of the Part 1 agreed to provide (at the election of the Council) either 20% of the number of residential dwellings to be constructed as part of the Development as dwellings falling within the definition of Affordable Housing with the Developer agreeing in addition to pay the Affordable Housing Contribution as detailed in the remaining provisions of this Part 1; or, in the alternative, if the Council so requires, 25% of the number of such residential dwellings to be constructed as Affordable Housing on the Site;
- 1.1.2 The Affordable Housing Units to be provided are agreed to include, in proportions agreed between the Council and the Developer as stipulated in this Part 1, housing in the following four sub-categories of Affordable Housing:-
- (a) Special Needs Units;
 - (b) Social Rented Housing for those on the Council's Housing Register;
 - (c) Shared Equity structures provided in conjunction with an Approved Organisation; and
 - (d) Lower cost housing for Key/Essential Workers.
- 1.1.3 As near as is arithmetically possible to seventy per cent (70%) (or a total of up to 105 units in the lower range, up to 132 units in the higher range) of the Affordable Housing Units will subject to the remaining provisions of this Part 1 be provided as housing units for rent unless the Council and the Developer otherwise agree, and subject to the operation of the Cascade Mechanism.
- 1.1.4 The Developer has further agreed in circumstances where the Council elects for 20% (and not 25%) to pay the Affordable Housing Contribution of £1.5m to be paid on the second anniversary following the date of Implementation (or if thereafter to be subject to indexation) to further assist in the provision of Affordable Housing Units to meet proven need for Affordable Housing in the Borough as detailed in this Part 1. The Council will be required to make an election as to its requirement for 20% or 25% in accordance with paragraph 3.1 of Schedule 2 below.
- 1.1.5 The provision of Affordable Housing Units will be introduced during the course of the Development on a phased basis as further detailed in this Part 1 below.
- 1.1.6 The Developer agrees to keep the Council reasonably informed of progress in negotiations with Approved Organisations relating to disposals of land for Affordable Housing provided for in this Part 1.

1.1.7 The disposal of Affordable Housing Land will be offered on the basis of an agreed Affordable Housing Price as further detailed in paragraphs 1.5 and 1.7 below.

1.1.8 The provisions of paragraph 1.5 below set out the basis of the Cascade Mechanism defining the sequence of steps required to be taken and which will apply in circumstances where, notwithstanding the use of all Reasonable Endeavours on the part of the Developer (or if applicable the Council) to secure a binding and enforceable agreement for an Approved Organisation to take over an Affordable Housing Phase, terms which comply with the requirements as to price and other minimum terms have not been agreed, or a disposal to the Approved Organisation has for any other reason not proceeded.

1.2 Agreed Provision of Affordable Housing Units apportioned between Sub-Categories

The Developer agrees to use its Reasonable Endeavours to provide the Affordable Housing Units in the course of the Development as set out in the Table below:-

TABLE

| | 20% | 25% |
|--|------------|------------|
| Social Rented Housing | 45 | 65 |
| Shared Equity | 45 | 57 |
| Key/Essential Worker occupation | 45 | 47 |
| Special Needs Units | 15 | 19 |
| Total | 150 | 188 |

subject in each case to the operation of the Cascade Mechanism or to contrary agreement between the Council and the Developer as to the proportions in which such Affordable Housing Units are to be provided.

1.3 Payment of the Affordable Housing Contribution

1.3.1 In order to enable the Developer to prepare, plan and institute an efficient programme for the marketing and disposal of the Affordable Housing Land the Council will, in accordance with the provisions of paragraph 3.1 of Schedule 2, give a minimum of 42 days' advance notice requesting that it should elect to require, in the alternative, either (a) 20% (together with the Affordable Housing Contribution), or (b) 25% as its requirement for Affordable Housing, prior to the anticipated marketing of the initial phase of Affordable Housing forming part of the Development; and the Developer agrees to co-operate with the Council in respect of the service of the Council's election notice provided for in paragraph 3.1 of Schedule 2 accordingly.

1.3.2 Subject to paragraph 1.3.3 below, where the Council elects for 20% not 25% of Affordable Housing to be provided, the Developer will on the second

anniversary of the Implementation Date (unless the Council and the Developer agree otherwise) pay the Affordable Housing Contribution to the Council for the purposes specified in and to be expended only in accordance with the provisions set forth in paragraph 5 of Schedule 2 to this Deed.

- 1.3.3 If on request by the Council the Affordable Housing Contribution is paid to the Council following the second anniversary of the Implementation Date the amount of the Affordable Housing Contribution will be indexed in accordance with the Index in respect of the period starting on such second anniversary and ending on the date of actual payment. If there is no such Index at any time during the period from the date of completion of this Agreement until the amount of such payment is ascertained or paid, or the amount of the increase by reason of such principle of indexation shall for any other reason be incapable of ascertainment, then the payment shall be increased by such sum as shall be determined by an Expert as being the sum to which the payment would have been increased had there been an Index at the date on which the relevant calculation should have been made and the ascertainment of the amount in fact calculated.

1.4 **Phased provision of Affordable Housing Units during Implementation of the Development**

- 1.4.1 The Affordable Housing Units will be provided and made available (subject to the provisions of paragraph 1.4.2 and the operation of the Cascade Mechanism) so far as reasonably practicable, and subject to agreement with the Approved Organisation, on the basis that each one third of the total number of Affordable Housing Units will be constructed and made available to correspond with the occupation of the last unit of Market Housing in each one third (more or less) of the Market Housing constructed on the Site, to seek to ensure an even progression in the delivery of the Affordable Housing Units.
- 1.4.2 Where with the approval of the Council the Development proceeds on the basis that the arithmetic number of units provided with each one third of the Market Housing is either more or less than one third, any shortfall in or additional number of units will be carried forward so as to ensure that on Completion of the Development the Developer has complied in full with the Affordable Housing obligations provided for in this Part 1 of this Schedule 1.
- 1.4.3 The agreed objective in respect of the provision of the Affordable Housing Units in the several sub-categories specified in paragraph 1.2 above is that the Affordable Housing Units will be distributed across the Site in accordance with the reasonable requirements of the Council and having regard to the operational, management and other requirements of the Approved Organisation responsible for any element of Affordable Housing **PROVIDED THAT** the obligation in this paragraph 1.4 shall not apply in respect of the development commenced or submitted for approval of reserved matters prior to the actual payment of the Affordable Housing Contribution.
- 1.4.4 An offer by an Approved Organisation for Affordable Housing Land will be treated as a Qualifying Offer for the purposes of this Part 1 if it commits the

Approved Organisation to the following obligations covenants and restrictions (as a minimum):

- (a) to accept a site which is scheduled to receive stats, utilities and services other than surface water drainage to its boundaries and easements which will, by means of the land transfer(s), ensure legal enjoyment of such rights, generally in accordance with the intentions of the parties with respect to beneficial occupation of the relevant Affordable Housing units;
- (b) agreement that all appropriate rights may be excepted and reserved with respect to the creation of third party rights for the free and uninterrupted passage of services across the land to be transferred to the Approved Organisation;
- (c) agreement to be bound by all covenants rights and other provisions appropriate to the Kings Hill development reasonably required by the Developer to safeguard the quality of Kings Hill, including rights to protect its environment during construction works and generally for its long-term maintenance and appearance;
- (d) service charge obligations no more onerous than those applicable to the Market/Housing;
- (e) a provision if applicable that any surplus arising from Staircasing by Shared Equity purchasers following repayment of any grant or mortgage or other loan finance will be recycled by the Approved Organisation to safeguard the maintenance or further development of Affordable Housing at Kings Hill if reasonably practicable; and
- (f) such other relevant terms as the Approved Organisation and the Developer may in the circumstances agree.

1.5 Disposals of Affordable Housing Land and operation of the Cascade Mechanism

1.5.1 In complying with their obligations to seek to secure arrangements for the phased disposal of Affordable Housing Land to Approved Organisations which comply with the provisions of this Part 1, the Owner and the Developer will at each stage be under obligation to use their respective Reasonable Endeavours to negotiate with Approved Organisations in good faith, with the overall objective of securing a mix of the total Affordable Housing provision created by the Development which corresponds as closely as reasonably practicable with the four sub-categories of Affordable Housing, and the respective sub-totals within each category, set out in the Table which forms part of paragraph 1.2 of this Part 1.

1.5.2 The Owner and the Developer:

- (a) will keep the Council fully informed of the progress of negotiations for the disposal of Affordable Housing;
- (b) agree to inform the Council at regular intervals on the selection and identity of each Approved Organisation to purchase the Affordable

Housing Units and to take account of the Council's reasonable views in finalising the selection of the Approved Organisation(s);

- (c) agree to give as much advance notice to the Council as reasonably practicable in the circumstances of proposals to negotiate with Approved Organisations in relation to each Affordable Housing Phase, and following such preliminary discussions as are appropriate, the Developer will serve a notice upon the Council (a "Commencement Notice") as close as is reasonably possible to the commencement of negotiations with the preferred Approved Organisation selected for the negotiation referred to in this paragraph 1.5; and
- (d) will give each Approved Organisation with which negotiations are being conducted sufficient information and other assistance so as to enable the Approved Organisation to take all reasonable steps to seek to make a Qualifying Offer for and to acquire Affordable Housing Land in respect of which offers are being sought under the terms of this Part 1.

1.5.3 The Council will be entitled at any time to request of the Owner or the Developer in writing that the Council be provided with information including the stage reached in any proposed offer, negotiation or transaction with respect to this Part 1, and the Owner and the Developer agree to co-operate promptly with any such reasonable request.

1.5.4 Subject to the remaining provisions of this paragraph 1.5 the Owner and the Developer will use Reasonable Endeavours to dispose by way of freehold transfer to an Approved Organisation at the Affordable Housing Price, and the Owner and the Developer further covenant that they will accept any Qualifying Offer which is equal to or which exceeds the Affordable Housing Price, and, following acceptance of the Qualifying Offer will use reasonable endeavours to enter into a binding contract for the disposal of the Affordable Housing Land to the Approved Organisation, and terms for the construction of the relevant Affordable Housing Units.

1.5.5 The obligations of the Owner and the Developer in paragraph 1.5.4 are conditional upon both of the following events having occurred to the reasonable satisfaction of the Owner and the Developer, namely:

- (a) a Qualifying Offer having been made; and
- (b) binding contracts for the disposal of such land to the Approved Organisation, and terms for the construction of the relevant Affordable Housing Units having been entered into in accordance with the Qualifying Offer within **four months** (or longer if the Council and Developer agree) following the date on which the Approved Organisation was first invited in writing to make a Qualifying Offer, whereupon the Cascade Mechanism set out in the next following paragraphs 1.5.6 to 1.5.9 inclusive (or so much as may be applicable in the circumstances) will then apply to the disposal of such land.

1.5.6 Optional First Re-offer (Developer Preference); or agreed extension of time

Within **two months** following the date on which, pursuant to paragraph 1.5.5 above, negotiations are concluded with the Approved Organisation without a binding agreement in place, the Developer and the Council may agree (A) to extend the time for an Approved Organisation to continue to negotiate under paragraph 1.5.4 and 1.5.5 above by such reasonable period as they may agree, and/or (B) whether having regard to all relevant circumstances it is appropriate to revise the terms being sought on a Qualifying Offer so as to adjust the mix of Affordable Housing types by reducing the proportion of Rented Accommodation and if applicable the Special Needs Units to the extent considered necessary as may be agreed between the Developer and the Council to enable a disposal to proceed. If it is agreed that the Developer should either continue to negotiate with the Approved Organisation or proceed to negotiate with another Approved Organisation on the same or on such revised terms (or if both are agreed), then:

- (i) the Developer will proceed as expeditiously as reasonably practicable either to resume or to restart negotiations on such revised terms by reference to the procedures stated in paragraph 1.5.4;
- (ii) any restrictions under the Planning Permission or under this Agreement which would otherwise restrain the continued development of Market Housing will be relaxed by the Council to enable such development to be progressed during the operation of the continued negotiation under this paragraph 1.5.6 (and paragraph 1.4 revised accordingly); and
- (ii) the Affordable Housing mix in the Table referred to in paragraph 1.2 above will thereafter be revised to conform with the adjusted mix to which the revised Qualifying Offer relates.

If the Developer and the Council do not agree to proceed with a first re-offer on revised terms pursuant to this paragraph 1.5.6 the parties will proceed immediately with the second re-offer provisions in the next following paragraph 1.5.7.

1.5.7 Second Re-offer (Council Nomination)

Within **four months** following the date on which, pursuant to paragraph 1.5.6 above, negotiations are concluded on such first re-offer, or, if earlier, the date on which it is established that the parties do not agree to proceed with a first re-offer, the Council will thereupon become entitled to nominate its preferred Approved Organisation with whom negotiations will then be conducted for disposal of such Affordable Housing Land as has been the subject of the unsuccessful negotiation, as soon as reasonably practicable thereafter (unless the Developer is able to demonstrate on reasonable grounds that such proposed replacement Approved Organisation nominated by the Council is not

reasonably acceptable); Provided That the Council retains the right to nominate such Approved Organisation as may be necessary until such a nomination by the Council is agreed between the parties and that the Developer will continue to be responsible for negotiations in accordance with the forgoing provisions of this paragraph 1.5.

1.5.8 Third Re-offer (Revised Terms)

If within **three months** following the selection of the Council's preferred Approved Organisation (being for the avoidance of doubt not earlier than nine months following the date of the Commencement Notice referred to in paragraph 1.5.2(c) above) negotiations are concluded without a binding agreement in place, the Developer and the Council will thereupon (A) to extend the time for an Approved Organisation to continue to negotiate under paragraph 1.5.7 above by such reasonable period as they may agree, **and/or** (B) review the detailed terms comprised in such proposal for the Affordable Housing Phase and will seek (both parties acting reasonably) to agree a revision (or if the optional first re-offer referred to in paragraph 1.5.6 has been made but has failed to secure a binding agreement, a further revision) to the mix of Affordable Housing types by reducing or further reducing the proportion of Rented Accommodation and if applicable the Special Needs Units to the extent (or further extent) considered necessary to enable a disposal of the Affordable Housing Phase to proceed. Following agreement (which for the avoidance of doubt may be during the course of such negotiation) the Developer will proceed to invite Qualifying Offers on the revised terms, and the Affordable Housing mix in the Table referred to in paragraph 1.2 above will be revised to conform with the adjusted mix to which the revised Qualifying Offer relates. In either such event the provisions of sub paragraph (ii) of paragraph 1.5.6 shall apply to enable the continued development of Market Housing to be progressed during the continued negotiations under this paragraph 1.5.8.

1.5.9 Concluding Terms for disposal

If notwithstanding the revised mix referred to in paragraph 1.5.8 a disposal is not secured within **three months** after the first anniversary of the date of the Commencement Notice referred to in paragraph 1.5.2(c) above, the Affordable Housing Land which has been exposed to the market pursuant to the foregoing provisions of this paragraph 1.5 will then become the subject of the following concluding terms for the purposes of this Cascade Mechanism, unless the Council and the Developer agree otherwise:-

- (a) where the Council has in its notice served under the provisions of paragraph 3.1 of Schedule 2 elected for 25% (not 20%) as its preferred proportion of Affordable Housing the Council may re-elect instead for 20% in which event (subject to such lesser percentage complying with the Planning Permission and other planning restrictions relating to the Site) the Council will thereupon become entitled to the applicable proportion of the Affordable Housing Contribution based upon the number of Affordable Housing Units which will not in consequence of

such re-election be provided as part of the Development, pro rata to the number of such units and at a rate calculated by reference to the agreed computation that £1.5m equates to 5% of the total number of residential units to be provided as part of the Development;

- (b) the Affordable Housing mix will be adjusted to the extent necessary to replace Rented Accommodation and if applicable Special Needs Units with an equivalent alternative number of Shared Equity units **Provided That** the Council will as a condition of such adjustment be entitled to require that the Approved Organisation enters into (A) a Nomination Agreement on terms reasonably acceptable to the Council giving the Council nomination rights with respect to the occupation of such Shared Equity units up to the maximum number of such units (assuming that the Council is able to nominate sufficient prospective and actual occupiers), **PROVIDED FURTHER THAT** any additional units which are not taken up by the Council's nomination rights will revert to the Developer for disposal as Shared Equity units in the open market; and (B) a commitment to the Council on terms reasonably acceptable to the Council which provides that such accommodation will remain as Affordable Housing (for the avoidance of doubt including its first and subsequent occupations); and
- (c) the Council and the Developer will in addition so far as necessary to give effect to the objectives of this Part 1 seek to agree additional and/or alternative arrangements reasonably acceptable to both parties which will meet the identified Affordable Housing needs of Tonbridge and Malling Borough and which will ensure on terms reasonably acceptable to the Council that accommodation to be provided will remain as affordable Housing (for the avoidance of doubt including its first and subsequent occupations).

1.5.10 Miscellaneous additional provisions

For the avoidance of doubt the Developer will be entitled:-

- (a) to negotiate and enter into commercial market transactions for the disposal to private Market Housing developers of Affordable Housing Phases, subject to evolving market practice for Affordable Housing including by way of long lease; and/or
- (b) itself to carry out and undertake the development and provisions of Affordable Housing Units without the direct involvement of an Approved Organisation including by way of long lease

if in either circumstance such an approach is recognised and accepted in accordance with prevailing practice for the provision of Affordable Housing from time to time and approved by the Council in every case (Provided That the Council acts reasonably).

1.6 Specific Provisions relating to Special Needs Units

The following provision apply with respect to the provision of the Special Needs Units namely that a minimum of up to 15 (where 20% on-site Affordable Housing is provided) or up to 19 (where 25% on-site Affordable Housing is provided) Special Needs Units (all for rent) will be provided on a single site subject to a maximum site area including land required for parking, servicing and associated uses not exceeding one half (0.202 ha) or two thirds (0.27 ha) of an acre (respectively) inclusive of the provision of any associated accommodation for management, on-site residential support, staff and other associated provision.

1.7 Miscellaneous Provisions relating to Affordable Housing

1.7.1 Compliance with Planning

The construction of any Affordable Housing Unit pursuant to this Part 1 is to be in accordance with the Planning Permission.

1.7.2 Pre-conditions

The following pre-conditions shall apply following the selection of an Approved Organisation but prior to the entry into a transaction for the sale of the Affordable Housing Units to that Approved Organisation:-

- (a) that the Approved Organisation shall have demonstrated to the reasonable satisfaction of the Developer that it has sufficient funding available to proceed to fulfil its obligations with respect to the acquisition and subsequent maintenance of the Affordable Housing Units comprised in the transaction; and
- (b) that the Approved Organisation has confirmed its willingness to be bound by uniform obligations and covenants with respect to the standards applicable to development at Kings Hill as accepted by and binding upon all residential units constructed at Kings Hill.

1.7.3 Affordable Housing Price

Neither the Owner nor the Developer will be required to transfer or dispose of any land for Affordable Housing other than on terms which are equal to or which exceed a value (the "Benchmark Sum") which equates to the aggregate of:-

- (a) One half (50%) of the Open Market Value of serviced land with all services assumed to be available for connection at the boundary of the Site save for surface water drainage;
- (b) The amount per square metre of assumed construction cost of each Affordable Housing Unit by type of unit as set out in Annexure 7, calculated by reference to the Gross Internal Area of each dwelling to be constructed, indexed from the date of this Deed by reference to the All-In Tender Price Index of the BCIS Building Construction Industry Survey or

(in the case of Special Needs Units) to take account of any enhancement to Scheme Development Standards published since April 2003 or to reflect the specification of a Special Needs scheme

except where the Owner or the Developer in any particular circumstance agree otherwise.

1.7.4 Retention of Affordable Housing for such use

The Owner and the Developer agree to procure that all land made available for Affordable Housing under the terms of this Deed is retained in such use or, if transferred to an Approved Organisation, is transferred on terms which require the Approved Organisation to enter into a direct covenant with the Council in the like terms as this paragraph 1.7.4, save that the land so made available or transferred, or units constructed for the purposes of this paragraph 1, may cease to be used for Affordable Housing purposes in any of the following circumstances:-

- (a) the exercise of the powers of sale by a mortgagee in possession;
- (b) in circumstances where a tenant exercises a right to buy/or statutory right to acquire an interest conferred by Act of Parliament;
- (c) Shared Equity or other shared ownership units being disposed of to the occupier exercising Staircasing rights with the agreement of its landlord (provided that where the Owner wants to dispose of its interest in the Affordable Housing the Approved Organisation has first been given the opportunity to purchase 100% of the equity of the Occupier); or
- (d) otherwise in circumstances where the Council and Developer have agreed.

1.7.5 Minimum Standards

The Developer shall:-

- (a) unless the Council otherwise agrees, ensure that the Affordable Housing Units are designed and constructed so as to conform in all respects with the Housing Corporation Scheme Development Standards for the time being in force; and
- (b) ensure that all necessary services for the Affordable Housing Units are available and connected to such housing and that access roads and ways are constructed and surfaced to at least base wearing course ready to enable the Affordable Housing Units to be used and occupied.

Part 2

(Provision of additional public benefits and facilities)

Recitals

- (A) Extensive open space, recreation and other facilities have been integrated into the development of Kings Hill already implemented, and in further developing this objective the Application incorporates extensive and enhanced facilities including the provision of facilities on Heath Farm to be provided for the benefit of owners and occupiers of Kings Hill.
- (B) Accordingly this Part 2 makes detailed provision for additional sports pitches and facilities, children's play areas, a management regime for the Country Park, and additional footpath and equestrian links to connect to existing networks, as detailed below and also to safeguard a potential site for a place of public worship.

Relevant Definitions

"Additional Footpath and Equestrian Links Plan" means drawing no S106/03/02 annexed, as detailed in paragraph 2.5 below, comprising Annexure 2 attached;

"Building for Public Worship" means a building and other ancillary facilities for multi denominational public worship which may be constructed on the Safeguarded Site subject to the provisions of paragraph 2.6 of this Schedule;

"Country Park" means the area shown for the purpose of identification only hatched in green and cross hatched in pink on Plan 1;

"Equestrian Route and Footpath Plan" means drawing ref no S106/03/02 comprising Annexure 2 attached;

"Equipped Play Areas" means the local areas for children's play each as defined in the National Playing Fields Association's minimum standard for outdoor playing space (2001 Edition);

"Landscape and Nature Conservation Management Plan" means a detailed Management Plan to be drawn up in accordance with the provisions of paragraph 2.4 of this Part 2 having regard to and incorporating provisions referred to in the outline plan comprising Annexure 4 to this Deed;

"LAP" means a small area of unsupervised open space specifically designed and designated for young children (4 to 6 years old) for play activities close to where they live and designed and laid out to meet the relevant safety standards for play facilities and safety surfacing, including seating for accompanying adults;

"LEAP" means an unsupervised play area equipped for children of early school age (4 to 10 years old) which should be designed to include (unless the Council otherwise agrees) at least five types of play equipment and seating for accompanying adults,

designed and laid out to meet the relevant safety standards for play equipment and safety surfacing;

"**Nature Conservation Mitigation Strategy**" means a strategy setting out comprehensive measures for mitigation against potential adverse impacts on European and nationally important protected species which may be affected by the Development to be drawn up in accordance with the provisions of paragraph 2.4 of this Part 2;

"**Phase 1 Facilities**" means the recreational and sports facilities to be provided as part of Phase 1 of Kings Hill as detailed in clause 4.7 of the Deed of s106 Planning Obligations dated 30th June 1998 (as varied by agreement);

"**Phase 2 Recreational and Sports Facilities**" means the provision of not less than 45 sq m of land per dwelling within the Site up to a maximum of 3.375 hectares for use as privately owned or public playing pitches or sports areas together with appropriate facilities such as changing rooms and associated parking as are required for the playing of football or any other sport as may be agreed between the Developer and the Council from time to time;

"**Safeguarded Site**" means an area of approximately **one half of an acre (0.202ha) (0.202 hectares)** located adjacent to the Community Hall in the Central Area at Kings Hill shown for the purpose of identification only hatched in orange on **drawing no. S106/03/03 (Annexure 5)** set aside as a site for a Building for Public Worship subject to the provisions of paragraph 2.6 of this Schedule;

Operative Provisions

2.1 Provision of Sports Pitches and Facilities

- 2.1.1 The Developer has agreed provisions relating to Phase 2 Recreational and Sports Facilities to be located on Heath Farm forming part of the Site, and has agreed with the Council that, in formulating detailed proposals relating to the location, nature and design of such facilities the Developer will at all times consult with the Council with a view to settling detailed arrangements which are consistent with the framework of the development brief applying to Kings Hill and Heath Farm from time to time.
- 2.1.2 The Developer agrees with the Council that the changing rooms and associated parking facilities intended to be provided with the Phase 1 Facilities may be combined with the Phase 2 Recreational and Sports Facilities so as to offer appropriate accommodation which amalgamates in one place for the use of all those making use of the recreational and sports facilities. One building to be located on Heath Farm of a size and in a location to be approved by the Council.
- 2.1.3 Unless otherwise agreed between the Council and Developer and subject to Planning Permission having been Implemented and agreement of the type of playing fields/sports provision with the Council the Developer is to:
- (a) Complete the outstanding **Phase 1 playing field obligations** ready for use **no later than 24 months from the Implementation Date**; and

- (b) Complete no less than **1.7 hectares** of the Phase 2 playing field/sports provision obligation (equating to **45 sq m of land per dwelling**) by the later of:
 - i) the **end of 2007**, or
 - ii) the date when **375 residential units** have been completed on the Site; and
- (c) Complete the remainder of the **Phase 2 playing field/sports provisions** obligation by the later of the **end of 2010** or the date when **600 residential units** have been constructed; and
- (d) Complete changing facilities to accommodate in total (including phase 1) **150 players and officials** supported by appropriate car and coach parking and laid out or constructed to a specification approved by the Council by the date **30 months** following the Implementation Date.

2.1.4 The Developer agrees that temporary pitches provided in part discharge of the obligations relating to the Phase 1 Facilities will be maintained until replacement Phase 2 Recreational and Sports Facilities have been provided on Heath Farm.

2.2 Provision of Children's Play Areas

2.2.1 The Developer has agreed to lay out within the Site certain areas of land the location of which shall be approved by the Council for use as open children's play and recreational space in phases and locations to be agreed between the Developer and the Council in accordance with the framework of the development brief applying to Kings Hill and Heath Farm.

2.2.2 The Play Areas will comprise **15 sq metres of land per dwelling** within the Site up to a **maximum of 1.125 hectares** and will be located on Kings Hill unless otherwise agreed with TMBC will include:-

- (a) 2 LAPs
- (b) 2 LEAPs

to be provided within two years following the Implementation Date unless the Council agrees otherwise.

2.3 Comprehensive Management Regime for the Country Park

2.3.1 Following completion of the works to be carried out to the Country Park to be agreed between the Council the Owner and the Developer the Owner and the Developer will, if it wishes to do so, offer to transfer a freehold interest in the Country Park to the Parish Council on terms no more onerous than those specified in the next following sub-paragraph 2.3.2 and 2.3.3.

2.3.2 The following terms will be stipulated in the offer to the Parish Council:-

- (a) Reservation of rights of way and access as reasonably required by the Developer;
- (b) Restrictive covenant requiring retention for defined uses only;
- (c) An indemnity;
- (d) An obligation to maintain the site for a Country Park use;
- (e) A provision requiring the Parish Council to offer the land back to the Developer for a nominal sum in the event that the Parish Council wishes to dispose of the Country Park within a period of 80 years.

2.3.3 Upon the creation of a legally binding and enforceable obligation to transfer the Country Park the Owner and/or the Developer will become liable to pay to the Parish Council a commuted payment of an amount to be agreed between the Developer and the Parish Council subject to indexation determined on a basis to be agreed between them in accordance with the next following sub-paragraph 2.3.4;

2.3.4 In the event that the Parish Council declines to accept the offer referred to in the foregoing provisions of this paragraph it is agreed between the Council the Owner and the Developer that the Developer will in such circumstances retain ownership of the land and maintain the same to a reasonable standard, and allow permissive access to the Country Park to members of the public on terms to be agreed between the Council and the Developer (both acting reasonably).

2.3.5 The offer to the Parish Council to be made pursuant to the foregoing provisions of this sub-paragraph 2.3 will be made on terms capable of acceptance subject (insofar as the same are not inconsistent with the provisions of this paragraph 2.3) to the standard conditions of sale in use at the time of the offer save as otherwise agreed between the parties.

2.4 **Nature Conservation Mitigation Strategy and Landscape and Nature Conservation Management Plan**

2.4.1 The Owner and the Developer will adopt and implement a detailed Nature Conservation Mitigation Strategy to be drawn up by agreement with the Council and in consultation with English Nature and DEFRA substantially in the form of the Outline Mitigation Strategy comprising Annexure 3 to this Deed. Such Mitigation Strategy will set out comprehensive measures for mitigation of potential adverse impacts of the Development on protected species at Kings Hill and Heath Farm falling into the European Protected Species (allowing for the possibility of bat roosts, great crested newts (if found to colonise the Site) and dormice habitats) and Nationally Protected Species (allowing for the possibility of badger setts and reptile habitats).

2.4.2 The Nature Conservation Mitigation Strategy will contain detailed provision for monitoring and reporting of mitigation measures by appropriate and suitably qualified specialists, reporting on a six monthly or other basis to be agreed with English Nature.

- 2.4.3 The Owner and the Developer will in consultation with the Council and English Nature draw up adopt and implement detailed Landscape and Nature Conservation Management Plan substantially in accordance with the outline terms set forth in **Annexure 4** to this Deed, its objective being to increase the overall biodiversity of woodland heathland/grassy heath in areas of suitable soil type within the Country Park, and providing detailed arrangements for the maintenance and management of areas of retained habitat at Kings Hill and the Country Park at Heath Farm.
- 2.4.4 Such Management Plan will be monitored and open to regular inspection by the Project Ecologist for the Development acting in liaison with the Kent Wildlife Trust, English Nature and the Council, in accordance with detailed terms to be agreed in writing from time to time between the Owner, the Developer and the Council (all acting reasonably).
- 2.4.5 The strategy to provide suitable dormice habitats will be recorded in and subject to the terms of a DEFRA licence in accordance with the reasonable requirements of English Nature.
- 2.5 Provision of Additional Footpath Links and Equestrian/Cycle routes to connect to existing networks**
- 2.5.1 The Developer will provide a continuous permissive equestrian route adjacent to the existing **footpath MR114** linking **point J** on the Equestrian Route and Footpath Plan and Tower View Roundabout via a route to be agreed with the Council.
- 2.5.2 Such route will be completed and maintained to a standard fit for public access and use and made available as an equestrian route upon the completion of adjacent construction and development.
- 2.5.3 The Developer will use all Reasonable Endeavours either:-
- (a) to upgrade footpath **MR115** to a bridleway between point F on the boundary of Heath Farm and point G on such boundary; or
 - (b) to create a new bridleway adjacent to footpath **MR115** between such **points F and G** as designated on the Equestrian Route and Footpath Plan and thereafter maintain the same to an appropriate standard until adopted, within three years following the Implementation Date subject to agreement of the Council.
- 2.6 Safeguarding of a site for a Building for Public Worship**
- 2.6.1 The Owner and RKRL will for a period of **3 years following the Implementation Date** retain the Safeguarded Site free from any other development or use (save for any approved temporary uses which are compatible with the remaining provisions of this paragraph 2.6) to allow an opportunity for there to be demonstrated that there is a proven need for a Building for Public Worship to be provided at Kings Hill.

2.6.2 If each of the following is demonstrated to the reasonable satisfaction of the Owner, RKRL and the Council prior to the expiry of such 3 year period, namely, that:-

- (a) there is (as evidenced in accordance with paragraph 2.6.3 below) a proven need for a Building for Public Worship at Kings Hill; and
- (b) there are immediately and unconditionally available adequate capital sums and other financial resources to enable a Building for Public Worship to be constructed and finished, and thereafter maintained, to enable it to be used for public worship in accordance with an outline specification and drawings previously approved by RKRL as being of a standard and quality of design in keeping with the standard and quality of design of the Central Area of Kings Hill (RKRL acting reasonably in all respects); and
- (c) planning permission has been granted by or a resolution to grant has been secured from the Council on terms reasonably satisfactory to RKRL (acting reasonably) to permit the construction of the Building for Public Worship; and
- (d) an organisation or body which is a legal entity of good standing and sufficient covenant strength is ready, willing and able to commit itself to proceed to build and complete, and thereafter maintain, the Building for Public Worship

then, in such circumstances the owner and RKRL will agree to transfer or grant by means of a long lease (of a term of not less than 99 years) for a nominal sum to such legal entity, on practical completion of the Building for Public Worship, the Safeguarded Site, subject inter alia to a covenant that the land will be used only for the purposes of multi denominational public worship.

2.6.3 The means by which a proven need for a Building of Public Worship at Kings Hill may be established will (subject to contrary agreement of the Owner, RKRL and the Council) be by the organisation or body referred to in subparagraph (d) above organising not less than eight church services and/or events of other public worship over a period of not less than four consecutive months and demonstrating that there is and will be sufficient bona fide attendance such as to enable a sustainable and financially viable public worship use to be maintained on an ongoing basis if provided on the Safeguarded Site.

2.7 No direct vehicular access between Wateringbury Road and Kings Hill via Heath Farm, or between Teston Road and Kings Hill

The Owner and the Developer undertake that no direct motorised vehicular access will be available (a) between Wateringbury Road and Kings Hill (or vice versa) through Heath Farm; or (b) between Teston Road and Kings Hill (or vice versa).

Provided That this obligation does not prevent vehicular access being provided and used between Heath Farm and Wateringbury Road for occupiers and visitors to Heath Farm, nor does it apply to cycles or other non-motorised vehicles.

SCHEDULE 2

(The Council's Obligations)

1. Consents

Where the agreement, approval, consent, confirmation or an expression of satisfaction is required from the Council under the terms of this Agreement that agreement, approval, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

2. Application of funds

2.1 When the Council receives sums or amounts from the Developer pursuant to any obligations set out in Schedule 1, the Council covenants and undertakes:-

2.1.1 forthwith upon receipt to pay such sums and amounts into an interest bearing deposit account bearing a reasonable rate of interest on deposits and from which the relevant contribution together with its accrued interest can be identified from periodic statements until such time as such sums or amounts (or any part thereof) are required for the purposes identified in the relevant paragraph of Schedule 1;

2.1.2 to apply such sums or amounts only for the purposes respectively for which the same were paid as specified in the relevant paragraph of Schedule 1 and not to use any financial contributions contained in this Deed otherwise than for the purposes for which they are paid (**PROVIDED THAT** for the avoidance of doubt the Council shall be entitled to treat any accrued interest as if it were part of the principal sum paid by the Developer);

2.1.3 from time to time upon reasonable written request by the Developer (but not more frequently than once every six months) to provide the Developer with a breakdown of expenditure from the said contributions; and

2.1.4 within 28 days of the date on which any such sum or amount (or any part thereof) is applied, to provide the Developer with written notification of the purpose for which it was applied whereupon the Council's obligation to repay such sum or amount shall be discharged but for the avoidance of doubt the Council's obligation to repay any other sum or amount which is yet to be applied for its purpose and notification provided thereof shall be unaffected.

2.2 In the event that any part or all of any such sums or amounts have not been used for the said purposes within five years from the date of payment of such sums or amounts, forthwith to repay such sums or amounts (or such part thereof) to the Developer with all accrued interest but less any tax that may be payable thereon.

3. Affordable Housing Provisions

3.1 Where the Council receives notice from the Developer pursuant to the provisions of paragraph 1.3.1 of Schedule 1 requesting the Council to elect for either (a) 20% Affordable Housing together with the Affordable Housing Contribution) or (b) 25% Affordable Housing, the Council will within 42 days following receipt of the

Developer's notice reply stating which of the two alternatives the Council requires. Such reply given by way of notice served upon the Developer may not be withdrawn, and will be binding on the Council and, following service of such notice in reply, the provisions of this Part 1 will thenceforth apply according to the percentage elected by the Council contained in such notice. If the Council fails for any reason to serve a valid notice in reply the applicable percentage will be deemed for all purposes of this Agreement to be 20%. The terms of this paragraph 3.1 are subject to any later adjustment by virtue of the operation of paragraph 1.5.9 (a) in relation to the Cascade Mechanism.

3.2 Where pursuant to the provisions of paragraph 1.3 of Part 1 of Schedule 1 to this Deed the Council receives the Affordable Housing Contribution the Council agrees that such sum will be expended only for purposes of the provision within the Borough of Tonbridge and Malling of Social or Affordable Housing which comply with the Council's policies in respect of affordable housing provision in the Borough. For the avoidance of doubt this will include (and it will be permissible for the Council to expend such sum in one or more proportions in its discretion) for the following:-

- (a) to be mixed with other funds for the acquisition of sites and the construction of residential units intended for Affordable Housing provision; and
- (b) providing financial assistance and equity financial contributions for Homebuy schemes and other assistance for requirements to meet proven need in the Borough; and
- (c) as contributions in the form of loan or equity contributions to Approved Organisations or for the provision of Key/Essential Worker needs in the Borough.

THE COMMON SEAL of THE)
 TONBRIDGE & MALLING)
 BOROUGH COUNCIL was)
 hereunto affixed in the presence of:-)

Duncan Roberts
 1182 Chief Solicitor



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

[Signature]
 Authorised Signatory



68

(EXECUTED as a DEED by
(ROUSE KENT LIMITED
(acting by its Assistant Secretary
(and by a Director:-

N.P. Lowry Director

R? W Secretary

(EXECUTED as a DEED by
(ROUSE KENT (RESIDENTIAL)
(LIMITED acting by its Assistant
(Secretary and by a Director:-

N.P. Lowry Director

R? W Secretary

(EXECUTED as a DEED by
(FORTIS BANK ^{S.A./N.V. *gn*} in the presence
(of:-

N. Led... Authorised Signatory

gn anchoring.

Annexure 3

N.P.C. RW
N.P.C. RW
K J. SW
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Nature Conservation Mitigation Strategy

A Nature Conservation Mitigation Strategy is proposed in order to satisfy the requirements of English Nature. This strategy will set out comprehensive measures for mitigating against any potential adverse impacts of the proposed development on protected species at Heath Farm and Kings Hill.

European Protected Species

Bats

The recent bat surveys indicate no bat roosts in areas to be affected by the proposals. Prior to development update bat survey will be undertaken; in those buildings at Heath Farm and Kings Hill which have been subject to previous surveys, and on any mature trees considered suitable for bat roosts, which are due for removal.

Measures for enhancing conditions for bats include the provision of 20 Schweigler bat boxes and the creation of new woodland edges and sheltered feeding areas, within the Country Park and elsewhere on the site.

Dormice

Prior to undertaking any clearance works that might affect potential dormice habitat, a DEFRA licence will be obtained.

A strategy for optimising dormouse habitat conditions will be agreed with English Nature. Scrub clearance will be undertaken under a watching brief by the Kent Mammal Group, between December and February, without the use of heavy machinery, to avoid disturbance to ground hibernating dormice. Stumps and roots will be removed between June and September when the dormice are active above ground and will have moved to more suitable adjacent habitat.

Nationally Protected Species

Reptiles

The 2003 Reptile survey report provides outline recommendations for in-situ conservation of reptiles on the site. Standard reptile capture methods would be undertaken to remove any reptiles inhabiting areas to be developed. The animals would be moved to adjacent habitats, that are to be retained, managed and enhanced for nature conservation.

The Country Park and rough areas of the Golf Course would provide significant potential for reptile relocation, as these areas currently contain areas of overgrown habitat of low carrying capacity for reptiles. Subject to detailed planning permission being granted, these will be restored to rough heathy grassland, mosaic habitats of particular benefit to reptiles and

specifically enhanced by the creation of hibernacula, grass snake egg laying sites and reptile banks.

Other Species

Any ingress of other protected species which become evident during the pre-development period will also be fully addressed.

Badgers: badgers setts may become established within undisturbed parts of the site. Update badger survey will be undertaken prior to onset of development and any new setts within 30m of proposed development areas, will be the subject of an English Nature development licence.

Great crested newts: if the small, dried-up area of former garden pond at Heath Farm resumes favourable condition in the future, it will be subject to update great crested newt survey. If this European protected species is found on the site, retention of the pond and /or a programme of mitigation will be agreed with English Nature and DEFRA.

Monitoring

Population levels of dormice, reptiles and bats at Heath Farm and retained habitat at Kings Hill will be monitored on site during the construction period and for 3 years post-construction, by appropriate specialists, supervised by the Project Ecologist and reported to English Nature. It is necessary to ensure that any problems are detected and addressed as early as possible.

Annexure 4

N.P.C. Raw
N.P.C. Raw
R J SH

Landscape and Nature Conservation Management Plan

Context

1. As part of the proposed Section 106 Obligation a detailed Landscape and Nature Conservation Management Plan will be set out and implemented for all areas of retained habitat at Kings Hill and the Country Park at Heath Farm.
2. The Management Plan will provide a practical working document which includes an initial period of establishment maintenance for all areas of new and restored habitat and will contain itemised and detailed maintenance schedules for each habitat present on the site, for a ten year period. It will aim to ensure that the stated objectives are translated into well managed results on the ground.
3. The document will contain:
 - summary description of the existing habitat present on the site.
 - aims and objectives of the Management Plan
 - maintenance regime for the initial Establishment Period
 - proposals for monitoring and review of the Management Plan
 - schedule of longer term management measures.
4. The routine operation of the Management Plan will be monitored and subject to twice annual inspection by the Project Ecologist, in liaison with the Kent Wildlife Trust, English Nature and the Planning Authority, as appropriate.

Site Specific Objectives of the Management Plan

5. The specific site objectives are to:
 - increase the overall biodiversity of heathland / grassy heath in areas of suitable soil type within the Country Park, amongst a mosaic of habitats, including scrub in various stages of succession. Heathland is a priority habitat in the UK BAP). This will ensure that conditions for reptiles and the breeding bird population, including the UK BAP species bullfinch, linnet, turtle dove, song thrush and spotted fly catcher, is optimised in the future. The Kent Wildlife Trust has endorsed our proposals for heathland restoration on the site. Where possible contiguous habitat corridors will be retained and created to link with the existing heathland SSSI on the Kings Hill site. Ongoing heathland management will follow principles established in the existing Golf Course and Canon Heath SSSI at Kings Hill.
 - regenerate the woodland structure in areas of cleared, former ancient woodland in the Country Park, by sympathetic management (to include removal of some of the inappropriate belts of poplar and alder in the woodland areas, coppicing and strategic thinning, natural regeneration and re-planting). Existing ancient woodland will be subject to traditional woodland management. Other retained woodland and tree belts,

proposed woodland planting and adjacent areas, will be managed to promote populations of invertebrates, reptiles, birds and other small mammals. Species of locally indigenous trees and shrubs of particular value to dormice, birds and invertebrates will be planted in strategic areas, including hazel, oak, honeysuckle, bramble, rose, birch, crab apple and hawthorn.

Annexure 6

N.P.C.
N.P.C.
R
D
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sh
Q

Kings Hill Affordable Housing Composition

| | |
|-----------------------------|----------------------------|
| 65 units for rent | 45 units for rent |
| 19 units special needs | 15 units for special needs |
| 57 units shared ownership | 45 units shared ownership |
| 47 units Keyworker for rent | 45 units Keyworker |
| 188 | 150 |

Special Needs

One bed flat x 19

Special Needs

One bed flat x 15

Shared Ownership

One bed flats x 14
Two bed flats x 19
Two bed houses x 24

Shared Ownership

One bed flat x 10
Two bed flat x 15
Two bed houses x 20

Keyworker Rented

One bed flats x 16
Two bed houses x 22
Three bed houses x 9

Keyworker Rented

One bed flats x 12
Two bed houses x 23
Three bed houses x 10

Rent

Two bed houses x 27
Three bed houses x 30
Four bed houses x 8

Rent

Two bed houses x 17
Three bed houses x 23
Four bed houses x 5

Annexure 7

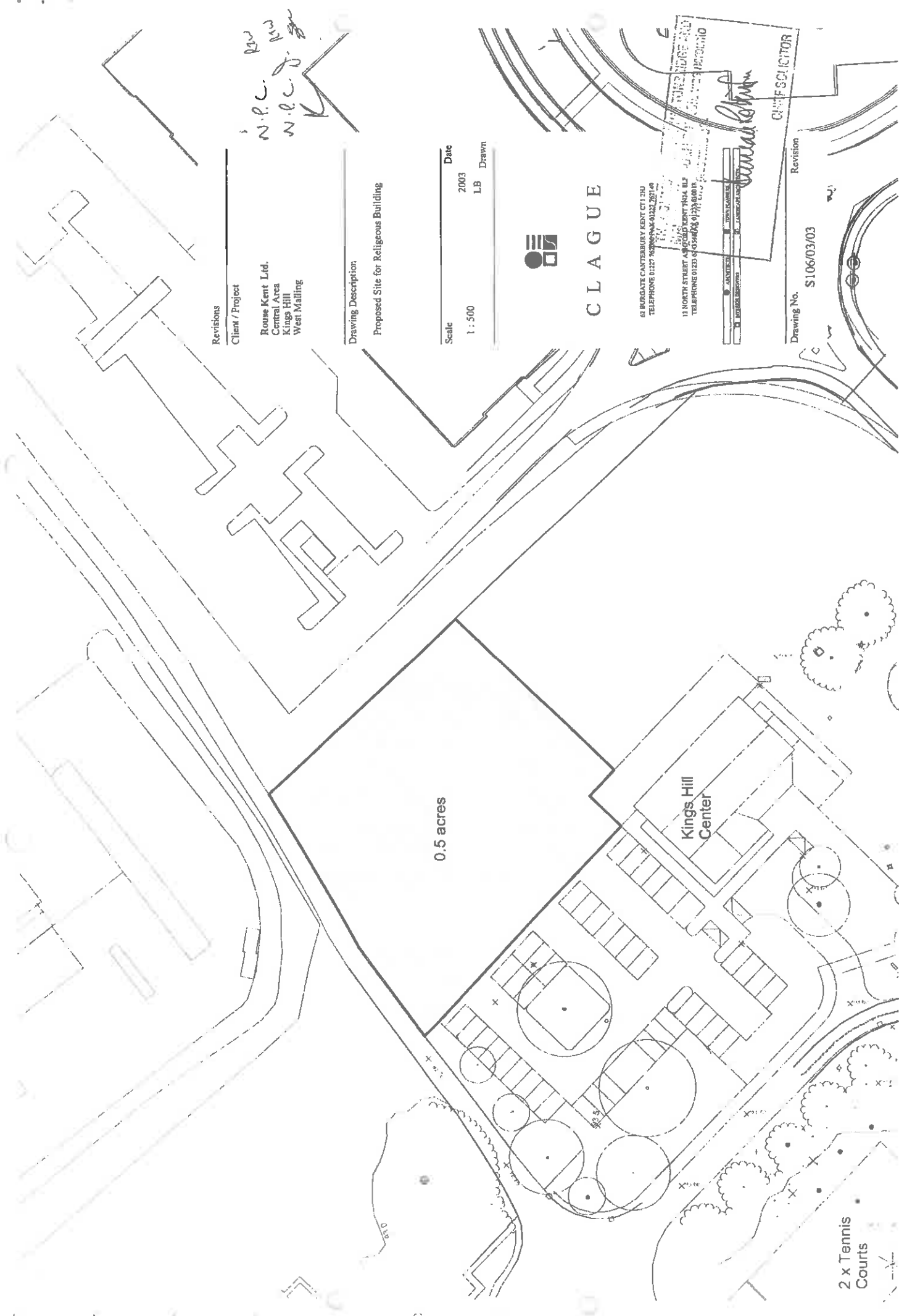
N.P.C.
N.P.C. D SW
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AFFORDABLE HOUSING BENCHMARK SUM (SCHEDULE 1 PARA 1.7.3)

| <u>Construction Costs (excl. land value + VAT)</u> | <u>£/m² @ 01/04 prices</u> |
|--|---------------------------------------|
| Special Needs 1 Bed Flats | 1635.00 |
| Shared Ownership 1 Bed Flats | 1465.00 |
| Shared Ownership 2 Bed Flats | 1450.00 |
| Shared Ownership 2 Bed Houses | 1375.00 |
| Key Worker 1 Bed Flat | 1465.00 |
| Key Worker 2 Bed Houses | 1375.00 |
| Key Worker 3 Bed Houses | 1350.00 |
| 2 Bed Houses for Rent | 1375.00 |
| 3 Bed Houses for Rent | 1350.00 |
| 4 Bed Houses for Rent | 1325.00 |

Notes

- 1 The above construction costs are priced at a Base Date of January 2004 upon signing of the section 106 Deed. Future inflation will be calculated from the Base Date to the start on site of each phase of the Works using the last published BCIS All-In Tender Price Index.
- 2 The above construction costs are to be adjusted as a result of any Act of Parliament, any instrument, rule or order made under any Act of Parliament, or any regulation or byelaw of any Local Authority or of any Statutory Undertaker coming into force after the Base Date and of which will have a cost effect on the construction of the Works.



Revisions

Client / Project

Rouse Kent Ltd.
Central Area
Kings Hill
West Malling

N.P.C. Rev
N.P.C. Rev

Drawing Description

Proposed Site for Religious Building

| Scale | Date |
|---------|-------|
| 1 : 500 | 2003 |
| LB | Drawn |



CLAGUE

62 BURGATE CANTERBURY KENT CT1 3JU
TELEPHONE 01227 620666 FAX 01227 287149

11 NORTH STREET ASPECT CENTRAL BLF
TELEPHONE 01225 655448 FAX 01225 655449



Drawing No. Revision

S106/03/03

2 x Tennis Courts

0.5 acres

Kings Hill Center

17500 N
17000 N
16500 N
16000 N
15500 N
15000 N
14500 N
14000 N
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500 E

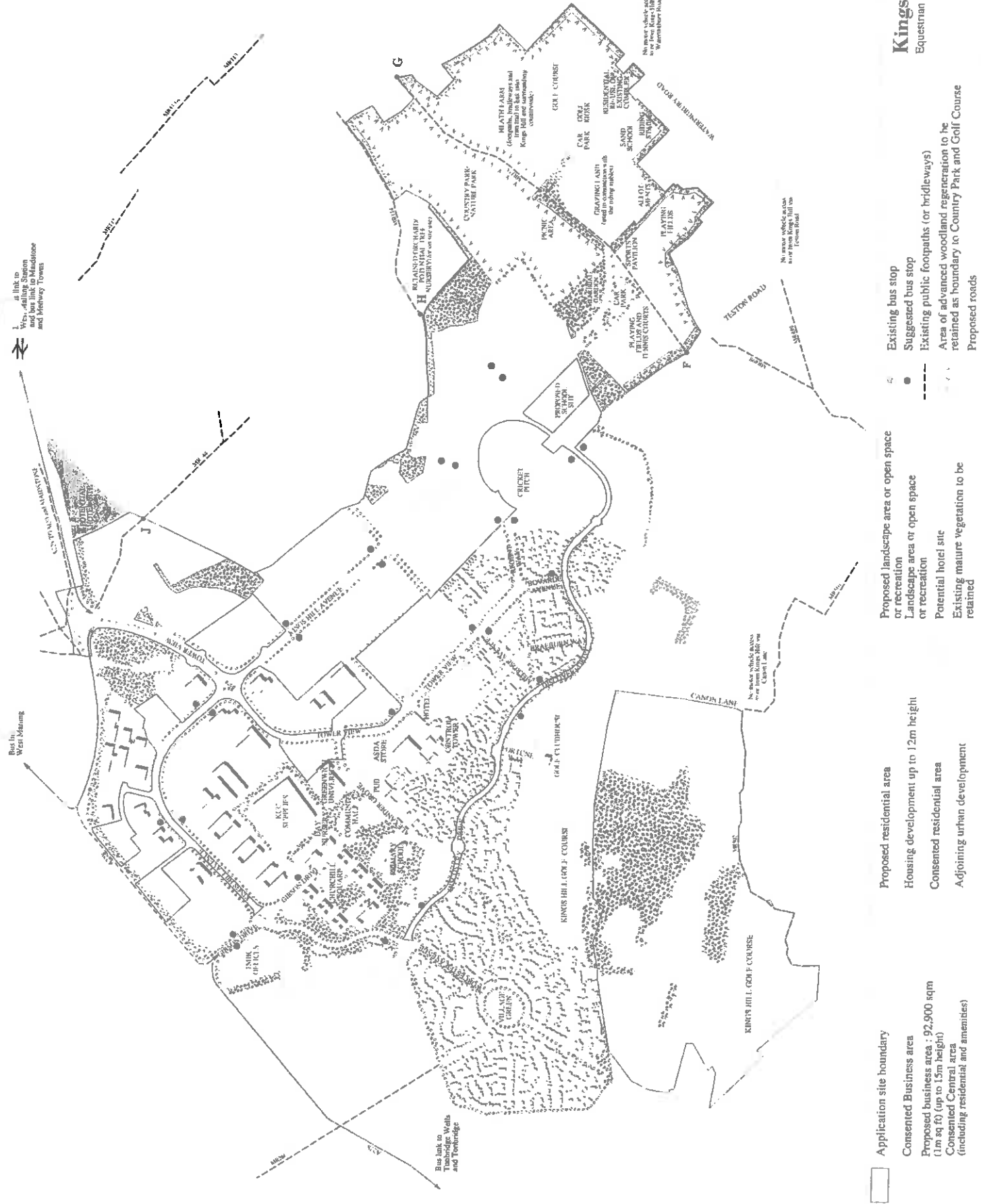
N.P.C. road
N.P.C. road
N.P.C. design



THE COUNTY OF LOS ANGELES AND
THE CITY OF LOS ANGELES
PLANNING DEPARTMENT
1000 N. GARDEN STREET, SUITE 1000
LOS ANGELES, CALIFORNIA 90012
1000 E
1000 E
CHIEF SURVEYOR
J. Michael Robinson

Kings Hill
Plan 1: S10603/01

N.P.C. [Signature]
 N.P.C. [Signature]



Bus link to West Maunig

Bus link to Wren, Milling, Station and bus link to Maudstone and Highway Towers

Bus link to Tamborle Wells and Penninge

Kings Hill
 Equestrian Route Plan: \$108/03/02

- | | | | | | |
|--|--|--|--------------------------------------|--|---|
| | Application site boundary | | Proposed residential area | | Existing bus stop |
| | Consented Business area | | Housing development up to 12m height | | Suggested bus stop |
| | Proposed business area: 92,900 sqm (1m sq ft) (up to 15m height) | | Consented residential area | | Existing public footpaths (or bridgeways) |
| | Consented Central area (including residential and amenities) | | Adjoining urban development | | Area of advanced woodland regeneration to be retained as boundary to Country Park and Golf Course |
| | | | | | Proposed roads |
| | | | | | |
| | | | | | |

Proposed landscape area or open space or recreation
 Landscape area or open space or recreation
 Potential hotel site
 Existing mature vegetation to be retained

Existing bus stop
 Suggested bus stop
 Existing public footpaths (or bridgeways)
 Area of advanced woodland regeneration to be retained as boundary to Country Park and Golf Course
 Proposed roads

No motor vehicle access to or from Kings Hill to adjacent areas

No motor vehicle access to or from Kings Hill to adjacent areas

No motor vehicle access to or from Kings Hill to adjacent areas

No motor vehicle access to or from Kings Hill to adjacent areas

