

PLANNING OBLIGATION AGREEMENT

THIS DEED is made the 21st day of October 2005

BETWEEN (1) THE MAIDSTONE BOROUGH COUNCIL of 13 Tonbridge Road Maidstone Kent ME16 8HG ("the Council") and (2) Sir Edward Greenwell, Bt DL The Right Reverend Anthony Russell The Bishop of Ely Gordon Lee-Steere DL The Honourable Mrs Jeryl Wheeler-Bennett John Siddalls Julian Prideaux OBE The Right Reverend Keith Arnold MA Paul Croft & Simon Pott FRICS The Trustees of the National Agricultural Centre Rural Trust (Charity No. 270213) ("the Owner")

DEFINITIONS AND INTERPRETATION

1. "the Plan" means the Plan annexed to this Agreement
2. "the Land" means the land lying on the north side of Warm Lake Road Chart Sutton Maidstone Kent more particularly delineated on the plan edged red
3. "the Planning Application" means the Planning Application made under reference number MA/05/0054 an undated copy of which is annexed to this Agreement
4. "the Development" means the development more particularly described and specified in the Planning Application consisting of the erection of 5 two bedroom and 3 three bedroom affordable dwellings and shall also be deemed to refer to
 - 4.1. any application for renewal of permission for the Development in the same terms
 - 4.2. any application to carry out the Development without complying with a condition imposed on the permission for the Development
5. "the Act" means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991
6. "the Council" and "the Owner" shall include their respective successors in title and assigns
7. "the Parish" means the civil parish of Chart Sutton
8. "the Neighbouring Parishes" means the civil parishes of Boughton Monchelsea, Sutton Valence Staplehurst and Langley
9. A covenant on behalf of the Owner not to do an act or thing shall be deemed to include an obligation not to permit nor cause or suffer such act or thing to be done by another person

- 2.8. This Agreement is a local land charge and shall be registered by the Council as such

IN WITNESS WHEREOF this Deed was duly executed the day and year first before written

THE SCHEDULE

(Restrictions on the Development or use of the Land)

1. Not to permit the occupation of any of the dwellings comprised in the Development otherwise than with the procedures set out in the following paragraphs.
2. The Owner shall upon completion of the Development and at all times subsequently allocate each of the dwellings comprised in the Development to a person who is considered by the Owner to be in need of such accommodation and unable to compete in the normal open market for property and who
 - 2.1. has lived in the Parish for a period of at least 5 years ending with the date of application for accommodation or
 - 2.2. has lived in the Parish in the past ~~or~~ for a period at least 5 years or
 - 2.3. has close family in the Parish who have lived there for a period of at least 5 years ending with the date of application for accommodation or
 - 2.4. has employment in the Parish or
 - 2.5. has been forced to move away from the Parish due to lack of suitable accommodation
3. If there are no persons who qualify under Clause 2 above the Owner shall upon completion of the Development and at all times subsequently allocate each of the dwellings comprising the development to a person who is considered by the Owner to be in need of such accommodation and unable to compete in the normal open market for property in one of the Neighbouring Parishes and who
 - 3.1. has lived in one of the Neighbouring Parishes for a period of at least 5 years ending with the date of application for accommodation

- 3.2. has lived in one of the Neighbouring Parishes in the past for a period of at least 5 years or
- 3.3. has close family in one of the Neighbouring Parishes who have lived there for a period of at least 5 years ending with the date of application for accommodation or JHP IKT
- 3.4. has employment in one of the Neighbouring Parishes or
- 3.5. has been forced to move away from the Neighbouring Parishes due to lack of suitable accommodation

4. PROVIDED THAT

- 4.1. If there are no persons who qualify under the foregoing the Council shall have the right to nominate to the subsidised dwellings an applicant from its housing waiting list seeking accommodation in the Parish who falls within sub-paragraphs 2.1. - 2.5. above
- 4.2. If there are no persons who qualify under the foregoing the Council shall have the right to nominate an applicant from its housing waiting list seeking accommodation in one of the Neighbouring Parishes who falls within sub-paragraphs 3.1 – 3.5 above or if there is no person for the time being on the said list any other applicant seeking accommodation in one of the Neighbouring Parishes
- 4.3. If within eight weeks of any of the dwellings comprised in the Development becoming available for sale or letting (whether on practical completion of the Development or at any time subsequently) the Owner and the Council are unable to fill any vacancy arising in accordance with the foregoing provisions then the Owner may allocate such dwelling to any person who is considered by the Owner to be in need of such accommodation

5. Not to dispose of any interest:-

- 5.1. in six of the dwellings to be constructed other than by way of an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 or by way of such other tenancy agreement that the Council may first approve
- 5.2. in the remaining two dwellings comprised in the Development other than by way of a Shared Ownership Lease (“the Lease”) the terms of