Dated: 23rd April 2025

Deed of Unilateral Undertaking under section 106 of the Town and Country Planning Act 1990

given by

Ashford Borough Council (as Landowner)

to

Ashford Borough Council (as Local Planning Authority)

and

The Kent County Council

relating to land at

Albion Place Willesborough Ashford; Earlsworth Court Earlsworth Road Ashford

Orion Way Willesborough Ashford; Breadlands Road Willesborough Ashford

Bramble House Sotherton Willesborough Ashford; Sotherton Willesborough Ashford

Mallards Cudworth Road Ashford; Newtown Green Ashford

Wainwright Place Newtown Ashford; Belmont Place Newtown Ashford

Maunsell Place Newtown Ashford; Bulleid Place Newtown Ashford

Breadlands Place Willesborough Ashford; Croft Road Flats Ashford

Somerset Heights Parks Street Ashford; Stour Heights Wellesley Road Ashford

East Stour Court Mabledon Avenue Ashford; Grampion Close Ashford

Beecholme Drive Kennington Ashford; Ferdi Lethert House Faversham Road Ashford

as detailed in Schedule 1 of this deed

T W Mortimer, LL.B., Solicitor

Solicitor to the Council and Monitoring Officer
Ashford Borough Council
International House
Dover Place
Ashford
TN23 1HU
Ref: DS54-0917-01-D-CAP

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THIS DEED IS DATED THE 23rd **DAY OF** April **2025**

AND IS GIVEN BY:

(1) **ASHFORD BOROUGH COUNCIL** (in its capacity as Landowner of the Properties) of International House Dover Place Ashford TN23 1HU ("**the Landowner**")

TO

(2) **ASHFORD BOROUGH COUNCIL** (in its capacity as local planning authority) of International House Dover Place Ashford TN23 1HU ("**the Council**") and

(3) **THE KENT COUNTY COUNCIL** of Sessions House County Hall Maidstone ME14 1XQ ("**the County Council**")

INTRODUCTION

(A) The Landowner is registered at the Land Registry under various title numbers as set out in schedule 1 of this deed as proprietor of the freehold titles to the Properties subject only to residential tenancies granted to the individual occupiers but otherwise free from occupational incumbrances

(B) The Council is a local planning authority for the purposes of section 106 of the Act for the area within which the Properties are situated

(C) The County Council is also a local planning authority for the purposes of section 106 of the Act for the area within which the Properties are situated

(D) Pursuant to the provisions of the Regulations and the current Advice of Natural England any Qualifying Development needs to demonstrate Nutrient Mitigation through an Appropriate Assessment

(E) The Landowner has fitted Water Saving Devices in each of the Properties all of which are served by a wastewater system which lies in and/or discharges into the River Stour catchment which the Landowner intends will result in a benefit to the River Stour catchment and the Stodmarsh Designated Sites by reducing the volume of waste water discharged from the Properties

(F) The Landowner wishes to secure the reduction of waste water discharge from the Properties in perpetuity in order to use the consequential savings in Phosphorus and Nitrogen as Nutrient Mitigation to enable Qualifying Development to take place

(G) To that end the Landowner enters this deed and the obligations herein to undertake to manage maintain renew and replace the Water Saving Devices in perpetuity

(H) The Landowner from time to time proposes to carry out Qualifying Development and may also make arrangements with other persons who propose to carry out Qualifying Development and the Landowner may wish the relevant Competent Authority to undertake an Appropriate Assessment on the basis of Nutrient Mitigation secured from the installation of Water Saving Devices in Properties, and in such cases the Landowner may issue a Mitigation Certificate for relevant Qualifying Development and may issue a Notice of Return but for the avoidance of doubt in the absence for whatever reason of a valid and appropriate Mitigation Certificate(s) no Nutrient Mitigation referred to in this deed may be taken into account by a Competent Authority and in circumstances where a Notice of Return has been issued no Nutrient Mitigation referred to in the Notice of Return may be taken into account by a Competent Authority

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1. In this deed the following words and expressions shall unless the context otherwise requires have the following meanings:

The Act	the Town and Country Planning Act 1990
Appropriate Assessment	an appropriate assessment adopted by a Competent Authority under the Regulations for a Qualifying Development
Competent Authority	a person or body defined by regulation 7 of the Regulations who has responsibility for considering whether relevant Qualifying Development is likely to have a significant effect on the Stodmarsh Designated Sites through an Appropriate Assessment
Index	the Retail Price Index (All Items Excluding Mortgage Payments) as published by the Office for National Statistics or any other successor organisation

Index Linked	index linked in accordance with the formula set out in paragraph 1.5 of schedule 2 of this deed
Mitigation Certificate	a certificate in writing including the form attached at Appendix 2 duly completed and signed on behalf of the Landowner by an identified officer or employee of the Landowner and supplied to the Council either on paper or by electronic mail
Monitoring Fee	the sum of One hundred pounds (£100.00) to be used toward the cost of monitoring compliance with the obligations in this deed and considering and approving the content of written reports provided pursuant to paragraph 1.3 of schedule 2 of this deed
Monitoring Report	a report setting out full details of the routine inspections of the Water Saving Device(s) in a Property/Properties that have been carried out and any actions taken to deal with maintenance or repair and details of any other issues identified and how these were satisfactorily addressed and the remaining expected operational life of the Water Saving Device(s) covering (in the case of the first Monitoring Report) the period since their installation or (in the case of subsequent Monitoring Reports) the period since the end of the period reported on by the previous Monitoring Report
Notice of Return	Any written notice provided by the Landowner to the Council detailing the amount(s) of Nutrient Mitigation previously allocated by a Mitigation Certificate(s) to a particular Qualifying Development that has subsequently been bought back by or returned in any other way to the Landowner and is thereafter available to be re-allocated to a different Qualifying Development

Nutrient Mitigation	measures secured which result in Qualifying Development having no likely significant effects on the integrity of the Stodmarsh Designated Sites through increases in Phosphorus and/or Nitrogen in the River Stour
Permission	any permission approval or consent issued in respect of an application for planning permission approval of reserved matters a permission in principle discharge of conditions or any other consents for Qualifying Development
Property	each of those houses and their respective curtilages and each of those flats together with the relevant common parts as described in schedule 1 of this deed and as more particularly shown on the plans annexed to this deed at Appendix 1 and **"Properties"** shall be construed accordingly
Qualifying Development	development or change of use proposed on land in the borough of Ashford (whether or not retrospective in whole or part) for which a Permission is required and which is required to demonstrate Nutrient Mitigation through an Appropriate Assessment
The Regulations	the Conservation of Habitats and Species Regulations 2017
Stodmarsh Designated Sites	Stodmarsh Special Area of Conservation Stodmarsh Special Protection Area Stodmarsh Ramsar Site Stodmarsh Site of Special Scientific Interest Stodmarsh National Nature Reserve
Water Saving Devices	devices with model name and reference Control Flow HL2024 patented by Cenergist which provide water flow control and are installed either internally or externally to the buildings within the Properties to reduce water usage full

	details and technical specifications of which are detailed in Appendix 3 of this deed or any equivalent alternative or replacement device approved in writing by the Council or the County Council which generates no lesser reduction in waste water discharge per person per day
Working Days	any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday or any day falling between Christmas Day and New Year's Day

1.2 Reference in this deed to any recital clause paragraph or schedule is unless the context otherwise requires a reference to the recital clause paragraph or schedule in this deed so numbered

1.3 Headings where they are included are for convenience only and are not intended to influence the interpretation of this deed

1.4 Words importing the singular meaning include the plural meaning and vice versa where the context so admits

1.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeably in that manner

1.6 Wherever an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise

1.7 Save as is otherwise provided references to any party shall include the successors in title to that party and any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions

1.8 Words undertakings and covenants requiring a person not to do any act matter or thing ('negative requirement') or otherwise imposing a restriction or prohibition on the development use or occupation of land include an obligation not to assist facilitate encourage cause permit or suffer any infringement of the negative requirement restriction or prohibition

1.9 Any reference to an Act of Parliament or any secondary legislation shall include any modification extension or re-enactment of that Act of Parliament or secondary legislation for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act of Parliament or deriving validity from it

2 Legal Basis and Enforceability

2.1 This deed is a unilateral undertaking given by the Landowner to the Council and the County Council and is intended by the Landowner to be registered as a local land charge against each of the Properties and is entered into pursuant to section 106 of the Act and all other statutory and other enabling powers

2.2 The terms of this deed create planning obligations binding on the Landowner and its successors in title to the Properties for the purpose of section 106 of the Act and are enforceable by the Council and the County Council jointly and/or severally and independently in their capacities as local planning authorities and to that end where the term "the Landowner" is used it may refer where the context requires to such successor(s) in title

2.3 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker in respect of any part of the Property or any interest in it acquired after the date of this deed for the sole purpose of the supply of electricity gas water drainage telecommunications services or public transport services

3 Third Parties

Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

4 Landowner's Covenants

The Landowner agrees and covenants with the Council and the County Council severally as set out in the schedules to this deed

5 Duration

No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his entire interest in the Property on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest

6 Change of Ownership

The Landowner covenants with the Council and the County Council severally to give the Council and the County Council separately prompt written notice pursuant to clause 7 of any change in the ownership of any Property such notice to contain details of:

- the transferee's full name(s) and registered office (if a company) or usual address (if not)
- the Property affected by reference to its address and a plan
- the date of the transfer and the nature of the interest transferred

7 Notices

7.1 Any notice or other written communication or information to be submitted for approval to be served upon a party or given by one party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing

7.2 A notice or communication shall be served or given

7.2.1 on the Landowner at the address shown on the top of this deed or such other address as shall be notified in writing to the Council and the County Council from time to time (for which purpose the registered office or usual address given for the transferee in any notice served under clause 6 shall be sufficient for service of any subsequent notice or communication) and

7.2.2 on the Council at the address set out above or such other address as shall be notified in writing to the Landowner from time to time and prominently marked for the attention of the Developer Contributions Monitoring Officer and/ or by email to S106@ashford.gov.uk

7.2.3 on the County Council at the address set out above or such other address as shall be notified in writing to the parties from time to time and prominently marked for the attention of the Office of the General Counsel

8 Approvals

8.1 Any approval in writing given by the Council or the County Council under this deed or for the purposes of this deed shall not be or deemed to be approval for any other purposes whatsoever (nor shall approval by one constitute approval by the other)

8.2 For the avoidance of doubt any decision given by the Council or the County Council in or by way of a decision notice or a Permission shall not be an approval under this deed

9 Jurisdiction and Legal Effect

9.1 This deed and its validity shall be governed by and interpreted in accordance with the law of England and the parties exclusively submit to the jurisdiction of the courts of England in respect of this deed

9.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid illegal or unenforceable that invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed

9.3 The parties to this deed agree that no waiver (whether expressed or implied) by the Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9.4 Nothing contained or implied in this deed shall prejudice or affect the rights powers duties and obligations of the Council or the County Council as local planning authorities or in the exercise of their functions rights powers duties and obligations under all public and private statues byelaws orders and regulations which may be as fully and effectually exercised as if the Council or the County Council were not party to this deed

10 Position of Future Mortgagees

Any person or body with the benefit of a legal charge over a Property shall have no liability under this deed unless it takes possession of the Property or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Landowner

11. Legal Costs

On completion of this deed the Landowner will pay to the Council their legal costs incurred in relation to the drafting negotiation and registration of this deed

Schedule 1: List of Freehold Properties

Part 1 (Plan 1)

Address	House or Flat	Freehold Title Ref
12 Albion Place, Willesborough, Ashford, TN24 0BU	Flat	K421741

Part 2 (Plan 2)

Address	House or Flat	Freehold Title Ref
2 Earlsworth Court, Earlsworth Road, Ashford, TN24 0DF	Flat	K427592
3 Earlsworth Court, Earlsworth Road, Ashford, TN24 0DF	Flat	K427592
4 Earlsworth Court, Earlsworth Road, Ashford, TN24 0DF	Flat	K427592
6 Earlsworth Court, Earlsworth Road, Ashford, TN24 0DF	Flat	K427592

Part 3 (Plan 3)

Address	House or Flat	Freehold Title Ref
40 Orion Way, Willesborough, Ashford, TN24 0DY	Flat	K906831
45 Orion Way, Willesborough, Ashford, TN24 0DY	Flat	K906831

Part 4 (Plan 4)

Address	House or Flat	Freehold Title Ref
60 Breadlands Road, Willesborough, Ashford, TN24 0EP	Flat	K952738

Part 5 (Plan 5)

Address	House or Flat	Freehold Title Ref
Flat 1, Bramble House, 12A Sotherton, Wilesborough, Ashford, TN24 0EZ	Flat	K962028
Flat 2, Bramble House, 12A Sotherton, Wilesborough, Ashford, TN24 0EZ	Flat	K962028
Flat 3, Bramble House, 12A Sotherton, Wilesborough, Ashford, TN24 0EZ	Flat	K962028
Flat 5, Bramble House, 12A Sotherton, Wilesborough, Ashford, TN24 0EZ	Flat	K962028

Part 6 (Plan 6)

Address	House or Flat	Freehold Title Ref
1 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
4 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
5 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
7 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
9 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
10 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
13 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028

14 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
15 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
19 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
21 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
23 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028
29 Sotherton, Willesborough, Ashford, TN24 0EZ	Flat	K962028

Part 7 (Plan 7)

Address	**House or Flat**	**Freehold Title Ref**
27 Mallards, Cudworth Road, Ashford, TN24 0HW	Flat	K973824
30 Mallards, Cudworth Road, Ashford, TN24 0HW	Flat	K973824

Part 8 (Plan 8)

Address	**House or Flat**	**Freehold Title Ref**
2 Newtown Green, Ashford, TN24 0PE	Flat	K952139
9 Newtown Green, Ashford, TN24 0PE	Flat	K952139
11 Newtown Green, Ashford, TN24 0PE	Flat	K952139
21 Newtown Green, Ashford, TN24 0PE	Flat	K952233
30 Newtown Green, Ashford, TN24 0PE	Flat	K952233
40 Newtown Green, Ashford, TN24 0PE	Flat	K952233
41 Newtown Green, Ashford, TN24 0PE	Flat	K952233
47 Newtown Green, Ashford, TN24 0PE	Flat	K952233

50 Newtown Green, Ashford, TN24 0PE	Flat	K952233
89 Newtown Green, Ashford, TN24 0PL	Flat	K952139
91 Newtown Green, Ashford, TN24 0PL	Flat	K952139
97 Newtown Green, Ashford, TN24 0PL	Flat	K952139
98 Newtown Green, Ashford, TN24 0PL	Flat	K952139
102 Newtown Green, Ashford, TN24 0PL	Flat	K952139
103 Newtown Green, Ashford, TN24 0PL	Flat	K952139
104 Newtown Green, Ashford, TN24 0PL	Flat	K952139

Part 9 (Plan 9)

Address	**House or Flat**	**Freehold Title Ref**
14 Wainwright Place, Newtown, Ashford, TN24 0PF	Flat	K952139

Part 10 (Plan 10)

Address	**House or Flat**	**Freehold Title Ref**
5 Belmont Place, Newtown, Ashford, TN24 0PJ	Flat	K952189
6 Belmont Place, Newtown, Ashford, TN24 0PJ	Flat	K952189
7 Belmont Place, Newtown, Ashford, TN24 0PJ	Flat	K952189
8 Belmont Place, Newtown, Ashford, TN24 0PJ	Flat	K952189
24 Belmont Place, Newtown, Ashford, TN24 0PJ	Flat	K952189
25 Belmont Place, Newtown, Ashford, TN24 0PJ	Flat	K952189
38 Belmont Place, Newtown, Ashford, TN24 0PJ	Flat	K952189

Part 11 (Plan 11)

Address	House or Flat	Freehold Title Ref
31 Maunsell Place, Newtown, Ashford, TN24 0PP	Flat	K952409
32 Maunsell Place, Newtown, Ashford, TN24 0PP	Flat	K952409
34 Maunsell Place, Newtown, Ashford, TN24 0PP	Flat	K952409
35 Maunsell Place, Newtown, Ashford, TN24 0PP	Flat	K952409
36 Maunsell Place, Newtown, Ashford, TN24 0PP	Flat	K952409
40 Maunsell Place, Newtown, Ashford, TN24 0PP	Flat	K952409

Part 12 (Plan 12)

Address	House or Flat	Freehold Title Ref
24 Bulleid Place, Newton, Ashford, TN24 0PW	Flat	K952369
27 Bulleid Place, Newton, Ashford, TN24 0PW	Flat	K952369

Part 13 (Plan 13)

Address	House or Flat	Freehold Title Ref
8 Breadlands Close, Willesborough, Ashford, TN24 0YB	Flat	K952782
10 Breadlands Close, Willesborough, Ashford, TN24 0YB	Flat	K952782
11 Breadlands Close, Willesborough, Ashford, TN24 0YB	Flat	K952782
12 Breadlands Close, Willesborough, Ashford, TN24 0YB	Flat	K952782

13 Breadlands Close, Willesborough, Ashford, TN24 0YB	Flat	K952782

Part 14 (Plan 14)

Address	House or Flat	Freehold Title Ref
3 Croft Road Flats, Ashford, TN24 8AZ	Flat	K913951
9 Croft Road Flats, Ashford, TN24 8AZ	Flat	K913951
11 Croft Road Flats, Ashford, TN24 8AZ	Flat	K913951

Part 15 (Plan 15)

Address	House or Flat	Freehold Title Ref
1 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
8 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
10 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
15 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
16 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
21 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
23 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
31 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
32 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
33 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
41 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135
44 Somerset Heights, Park Street, Ashford, TN24 8FB	Flat	TT53135

Part 16 (Plan 16)

Address	House or Flat	Freehold Title Ref
10 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
15 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
19 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
21 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
28 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
29 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
32 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
33 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
35 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
39 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
43 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
48 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
51 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
52 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
53 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
54 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
57 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133
61 Stour Heights, Wellesley Road, Ashford, TN24 8FD	Flat	TT53133

Part 17 (Plan 17)

Address	House or Flat	Freehold Title Ref
4 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
7 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
9 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
10 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
11 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
12 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
13 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
14 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
15 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
16 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
17 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
18 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508

19 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
21 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
24 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508
26 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH	Flat	K907508

Part 18 (Plan 18)

Address	**House or Flat**	**Freehold Title Ref**
6A Grampion Close, Ashford, TN24 8RH	Flat	K551919
7A Grampion Close, Ashford, TN24 8RH	Flat	K551919
7C Grampion Close, Ashford, TN24 8RH	Flat	K551919

Part 19 (Plan 19)

Address	**House or Flat**	**Freehold Title Ref**
8 Beecholme Drive, Kennington, Ashford, TN24 9AA	Flat	K962402
12 Beecholme Drive, Kennington, Ashford, TN24 9AA	Flat	K962402
26 Beecholme Drive, Kennington, Ashford, TN24 9AA	Flat	K962402
41 Beecholme Drive, Kennington, Ashford, TN24 9AA	Flat	K962438

Part 20 (Plan 20)

Address	House or Flat	Freehold Title Ref
1 Ferdi Lethert House, Faversham Road, Ashford, TN24 9DF	Flat	K398451
2 Ferdi Lethert House, Faversham Road, Ashford, TN24 9DF	Flat	K398451
7 Ferdi Lethert House, Faversham Road, Ashford, TN24 9DF	Flat	K398451
9 Ferdi Lethert House, Faversham Road, Ashford, TN24 9DF	Flat	K398451
15 Ferdi Lethert House, Faversham Road, Ashford, TN24 9DF	Flat	K398451

Schedule 2: Landowner's Obligations

1. Landowner's covenants

The Landowner covenants with the Council and the County Council severally as follows

Water Saving Devices

1.1. To maintain the Water Saving Devices in the Properties in accordance with the manufacturer's warranty requirements guidance and specification requirements as set out at Appendix 3 of this deed

1.2. To carry out annual inspections of the Water Saving Devices in accordance with the manufacturer's warranty requirements guidance and specification requirements to ensure the continued effective operation and functionality of the Water Saving Devices

1.3. To provide to the Council and the County Council every 5 years on the anniversary date of this deed a Monitoring Report for each Property in its ownership BUT FOR THE AVOIDANCE OF DOUBT where the Landowner owns multiple Properties it shall be entitled to provide a single Monitoring Report which includes the required details for each and every Property it owns

1.4. With each Monitoring Report or other written report submitted to the Council pursuant to paragraph 1.3 above or where paragraphs 1.6 1.7 and/or 1.8 below are triggered the Landowner shall pay a Monitoring Fee Index Linked to the Council

1.5. The Monitoring Fee due and payable pursuant to paragraph 1.4 shall be increased using the following formula:

most recently published index figure for the Index when the payment is due	÷	Quarterly Index figure last published before the date of this deed or the date of the last submission of a report for the relevant Property/ies to the Council whichever is the later	×	Monitoring Fee

1.6. Where any

1.6.1. absence of

1.6.2. damage to

1.6.3. removal of or

1.6.4. defect in the correct operation of

a Water Saving Device is identified then without delay to undertake appropriate adjustments or repairs or arrange for a replacement Water Saving Device to be fitted and to provide to the Council and the County Council a written report detailing the issues and measures taken to address them along with details of any serial number or similar information as may be required by the Council and the County Council

1.7. In the event paragraph 1.6 above is triggered to undertake additional inspections after completion of the repair and/or replacement of the Water Saving Device and provide written reports detailing the outcomes of the same to the Council and the County Council at a frequency and for a duration as agreed with the Council and the County Council to ensure the correct operation of the Water Saving Device once repaired or replaced

1.8. Where any Water Saving Device is approaching the end of its expected operational life to agree a programme of installation of replacement Water

Saving Devices at the relevant Properties with the Council and the County Council in writing and to provide regular written reports and evidence of progress to the Council and the County Council in the event of such works being undertaken as may be agreed with the Council and the County Council

Sale of Properties

1.9. In the event the Landowner elects or is required to sell or transfer any of the Properties or where a tenant seeks to purchase a Property under the statutory or any voluntary right to buy provisions prior to the exchange of contracts for sale and in the event no exchange of contracts occurs prior to the completion of any such transaction the Landowner shall ensure that the purchaser or transferee is made aware in writing of the existence of the Water Saving Device and the requirements and obligations of this deed in perpetuity and that the purchaser or transferee shall be bound by and subject to the provisions of this deed as a successor in title to the Landowner and that the details of the transfer will be notified to the Council and the County Council pursuant to clause 6

1.10. When a Property is sold or transferred within one calendar month of the completion of the transfer the selling or transferring Landowner shall submit to the Council a Monitoring Report with the relevant Monitoring Fee which shall cover the period since the period covered by the previous Monitoring Report up to and including the date of the transfer of ownership of the Property and thereafter the new Landowner of the Property shall take over responsibility for the submission of future Monitoring Reports and payment of Monitoring Fees pursuant to the terms of this deed

Recording of and Use of Nutrient Mitigation

1.11. Upon completion of this deed the Landowner authorises the Council and the County Council to

1.11.1. include the Nutrient Mitigation secured in this deed in its running record of Nutrient Mitigation secured by the Landowner through the installation of Water Saving Devices

1.11.2. pool the Nutrient Mitigation secured in this deed together with the Nutrient Mitigation through the installation of Water Saving Devices secured by the Landowner in other deeds similar in form to this deed

1.11.3. publish (including on any website of the Council or the County Council's choosing) information regarding the total quantums of Nutrient Mitigation through the installation of Water Saving Devices secured by the Landowner in all relevant deeds but without identifying a specific link between any individual Property with a Water Saving Device and any Qualifying Development where any Nutrient Mitigation has been or may be used or relied upon

1.12. The Landowner (here meaning the first party to this Deed only and without regard to clause 2.2) shall at all times have and retain the full and unfettered right to identify as set out in para. 1.14 the Qualifying Development(s) to which any amount(s) of Nutrient Mitigation comprising Nitrogen or Phosphorus reductions or combinations of both which it has secured through this deed shall be allocated

1.13. The Landowner's covenants in in this schedule 2 are conditional upon the Nutrient Mitigation secured in this deed not being relied upon or taken into account in any Appropriate Assessment of and/or decision to grant any Permission other than a Permission referred to in a Mitigation Certificate which was in force at the time the Permission was granted and subject to any Notice of Return which has been issued

1.14. Where the Landowner (here meaning the first party to this Deed only and without regard to clause 2.2) wishes to allocate any amount(s) of Nutrient Mitigation comprising Nitrogen or Phosphorus reductions or combinations of both to a Qualifying Development it shall

1.14.1. issue to the applicant or intending applicant for Permission for the relevant Qualifying Development one or more Mitigation Certificates in respect of the relevant amounts of Nutrient Mitigation for the Qualifying Development

1.14.2. at the same time serve upon the Council by email to s106@ashford.gov.uk prominently marked for the attention of the 'Spatial Planning Manager' (and in any instance where the Council is not the Competent Authority responsible for granting Permission for the Qualifying Development send also to the person who is) a copy of the Mitigation Certificate(s) and

1.14.3. upon any request by the Council or the County Council thereafter promptly confirm in writing the authenticity of or provide a copy of any Mitigation Certificate(s)

1.15. In the event the Landowner (here meaning the first party to this Deed only and without regard to clause 2.2) buys back or in any other way reacquires the benefit of a quantum of Nutrient Mitigation previously allocated to a Qualifying Development by means of a Mitigation Certificate

1.15.1. the Landowner shall send to the Council by email to s106@ashford.gov.uk marked for the attention of the 'Spatial Planning Manager' (and in any instance where the Council is not the Competent Authority responsible for granting Permission for the Qualifying Development send also to the person who is)

1.15.1.1. a copy of the Notice of Return identifying the Qualifying Development and detailing the quantum of Nutrient Mitigation that has been bought back and

1.15.1.2. a written request to the Council to acknowledge receipt in writing of the Notice of Return and to confirm in writing in its acknowledgement that no Permission has been or will be issued in reliance upon or having taken into account in any Appropriate Assessment and/or decision to grant any of the Nutrient Mitigation referred to in the Notice of Return

1.15.2. After the Council has acknowledged in writing to the Landowner its receipt of the Notice of Return and has confirmed in writing that no Permission has been or will be issued in reliance upon or having taken

into account in any Appropriate Assessment and/or decision to grant any of the Nutrient Mitigation referred to in the Notice of Return the Landowner shall retain the full and unfettered right to re-allocate that quantum of Nutrient Mitigation to a different Qualifying Development by means of the procedure above and subject always to the provisions of this deed

Executed as a Deed by affixing

The Common Seal of

ASHFORD BOROUGH COUNCIL

As Landowner

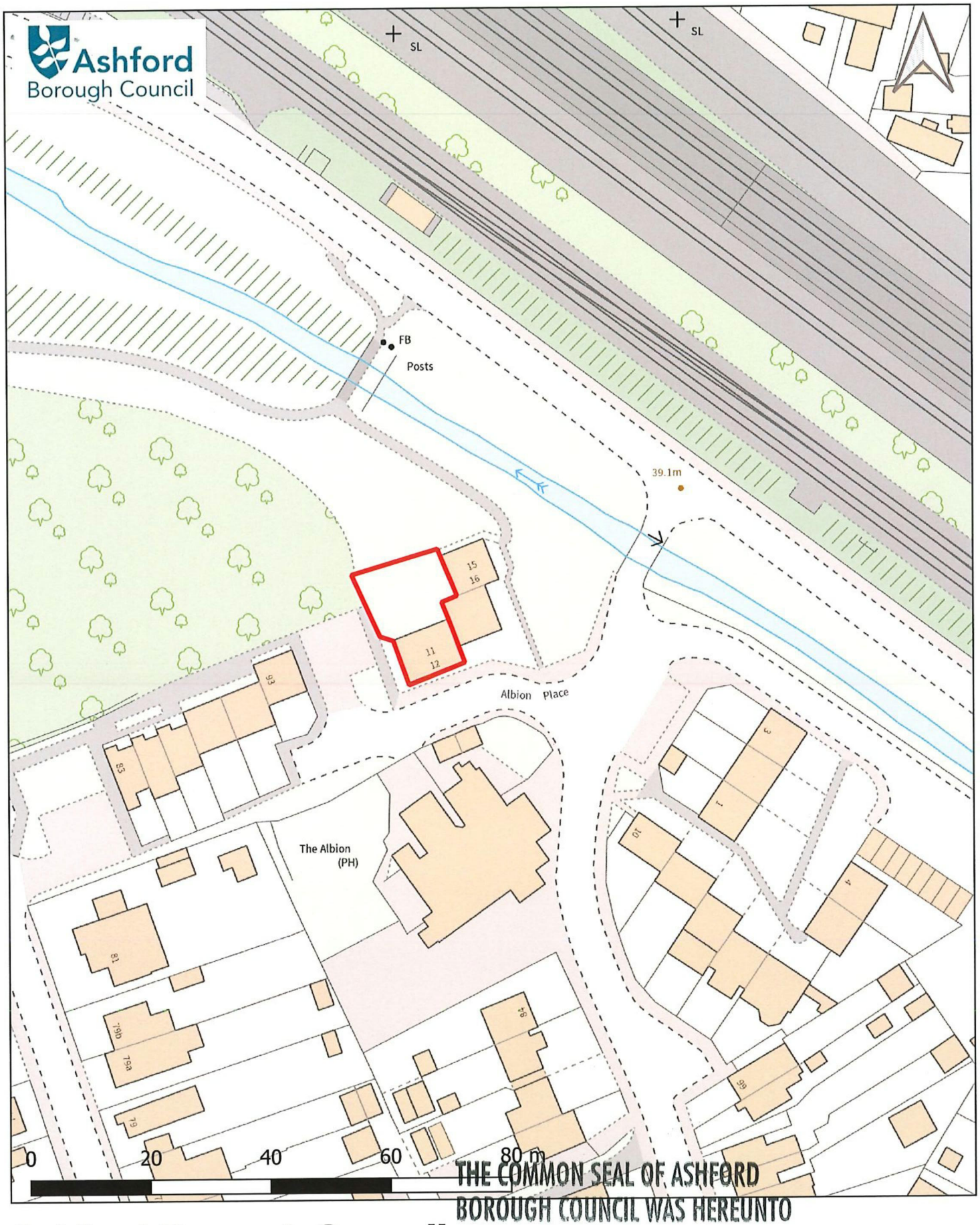
In presence of



Solicitor [redacted]

Appendix 1 Plans

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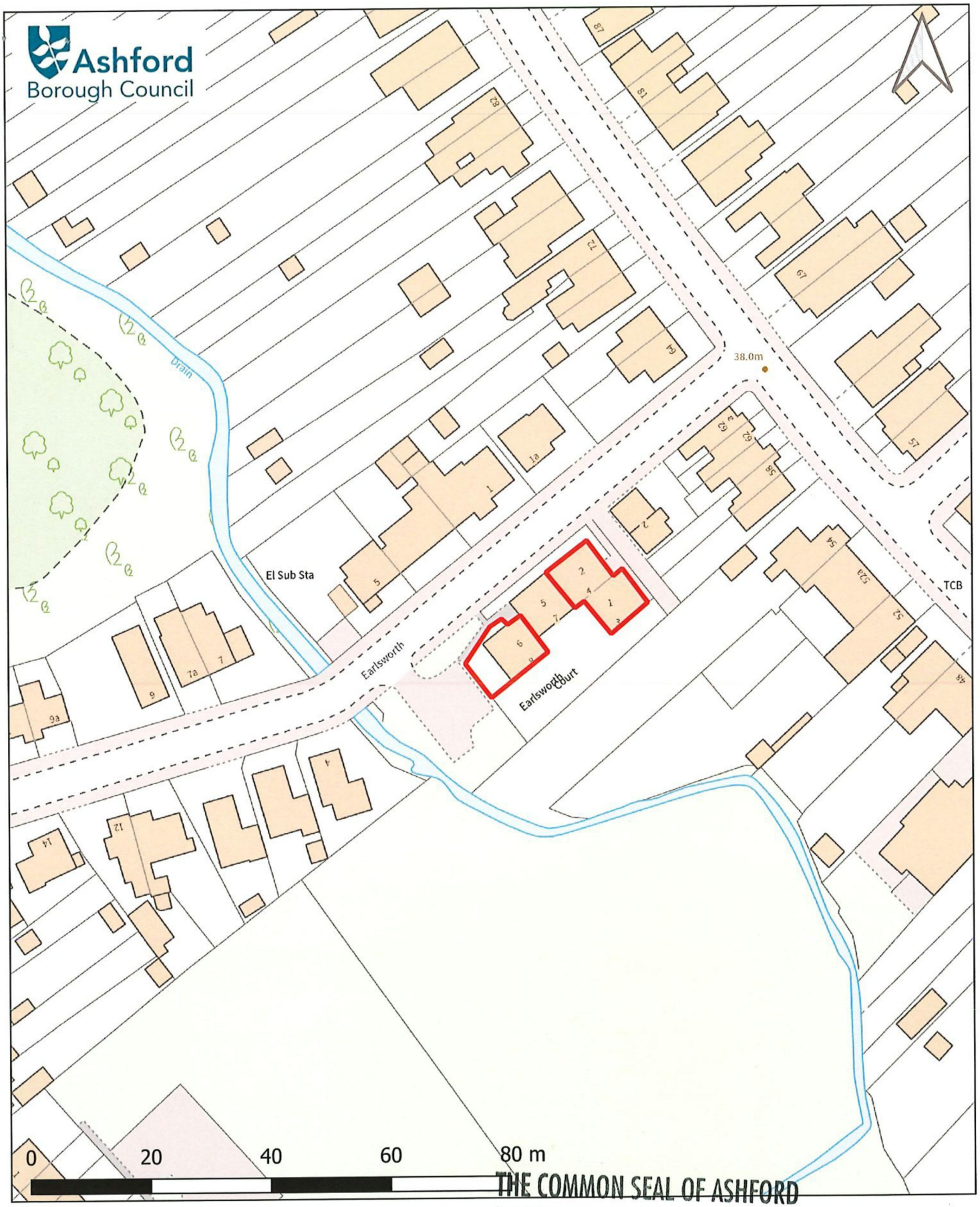
Ashford Borough Council

THE COMMON SEAL OF ASHFORD BOROUGH COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF

SOLICITOR [redacted]

Properties :
No 12 Albion Place, Willesborough, Ashford, TN24 0BU

21,894



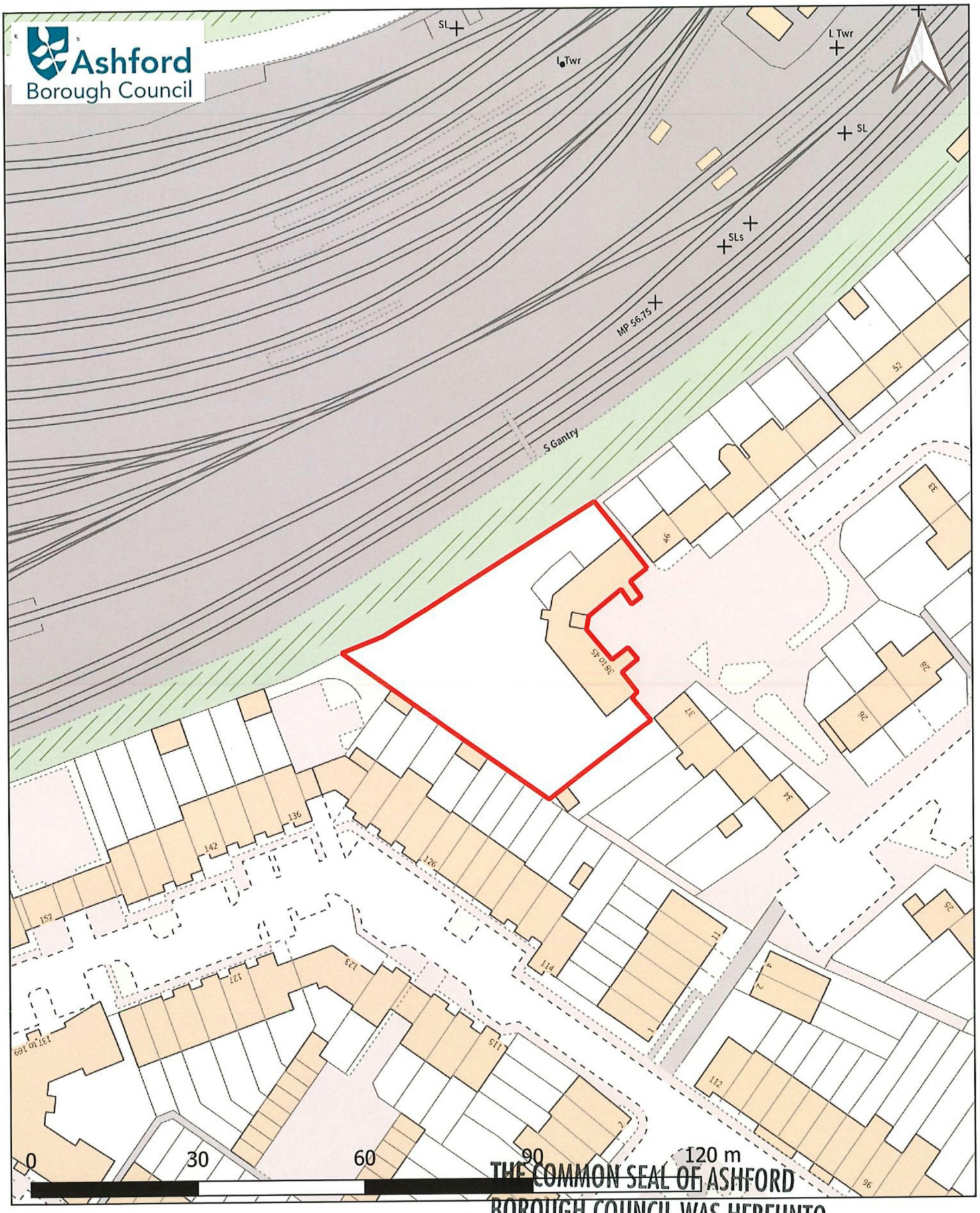
Ashford Borough Council

Properties :
Nos 2, 3, 4 and 6 Earlsworth Court Earlsworth Road Ashford

THE COMMON SEAL OF ASHFORD BOROUGH COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF

SOLICITO[redacted]

21/894



Ashford Borough Council

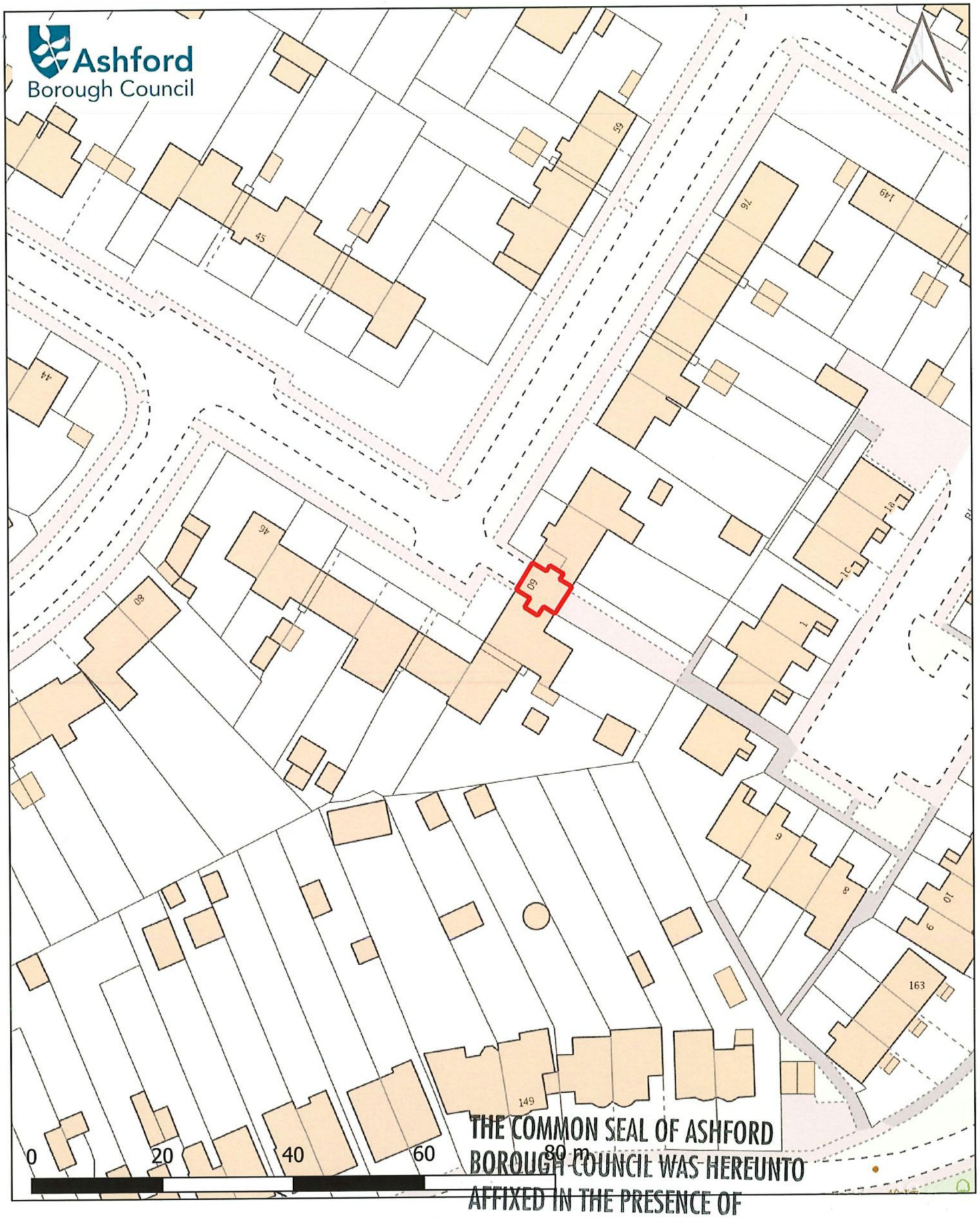
Properties :
Nos 40 and 45 Orion Way, Willesborough, Ashford, TN24 0DY

THE COMMON SEAL OF ASHFORD BOROUGH COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF

SOLICITO [redacted]

21,594

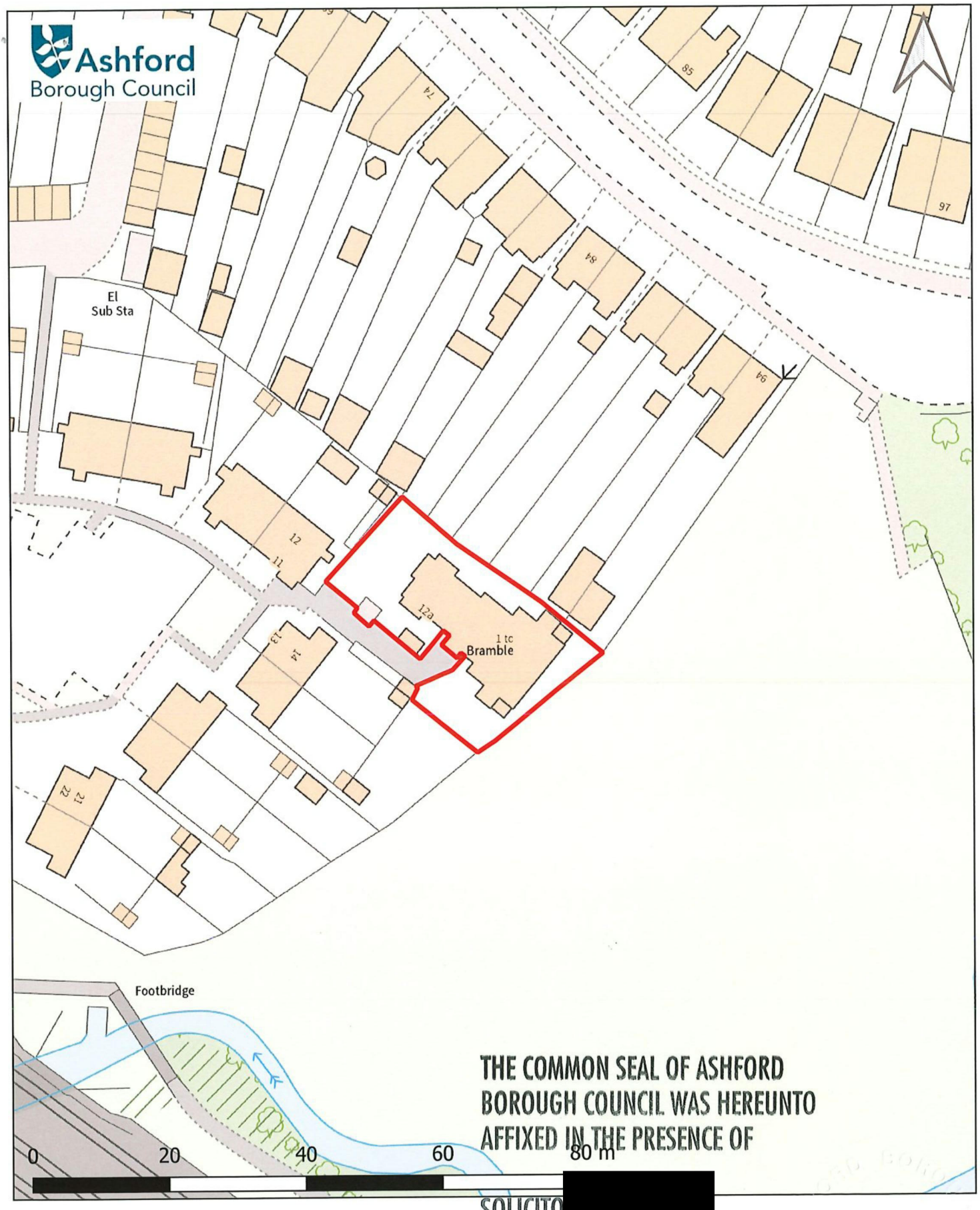




Ashford Borough Council

Properties :
No 60 Breadlands Road, Willesborough, Ashford, TN24 0EP

21,894



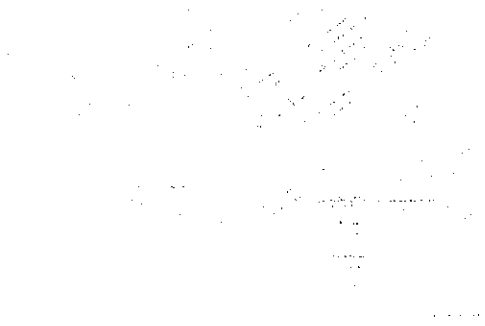
THE COMMON SEAL OF ASHFORD BOROUGH COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF

SOLICITO [redacted]

Ashford Borough Council

Properties :
Nos 1, 2, 3 and 5 Bramble House, 12A Sotherton, Willesborough, Ashford, TN24 0EZ

21,894



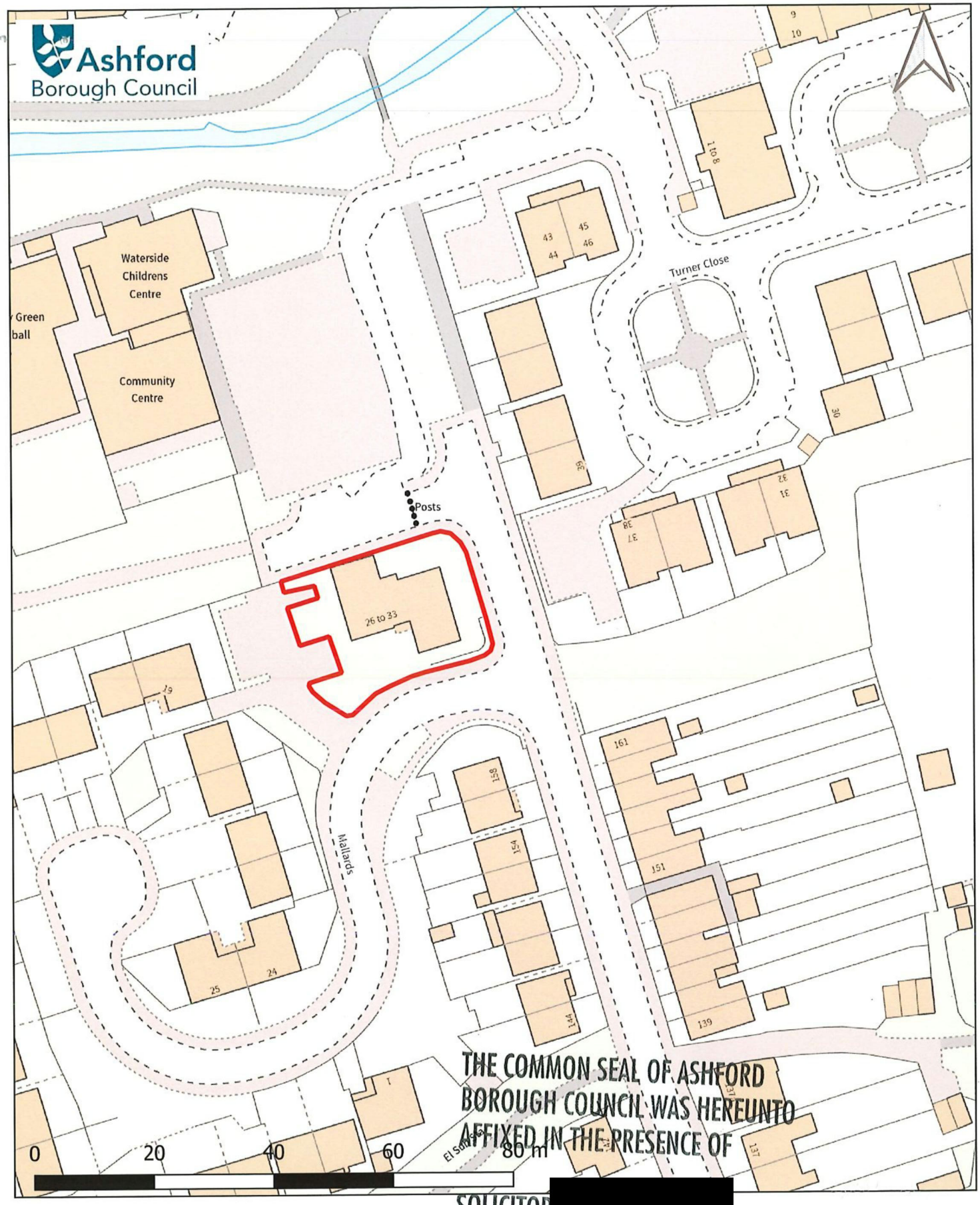


Ashford Borough Council

Properties :
Nos 1, 4, 5, 7, 9, 10, 13, 14, 15, 19, 21, 23 and 29 Sotherton, Willesborough, Ashford, TN24 0EZ

21,894





THE COMMON SEAL OF ASHFORD BOROUGH COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF

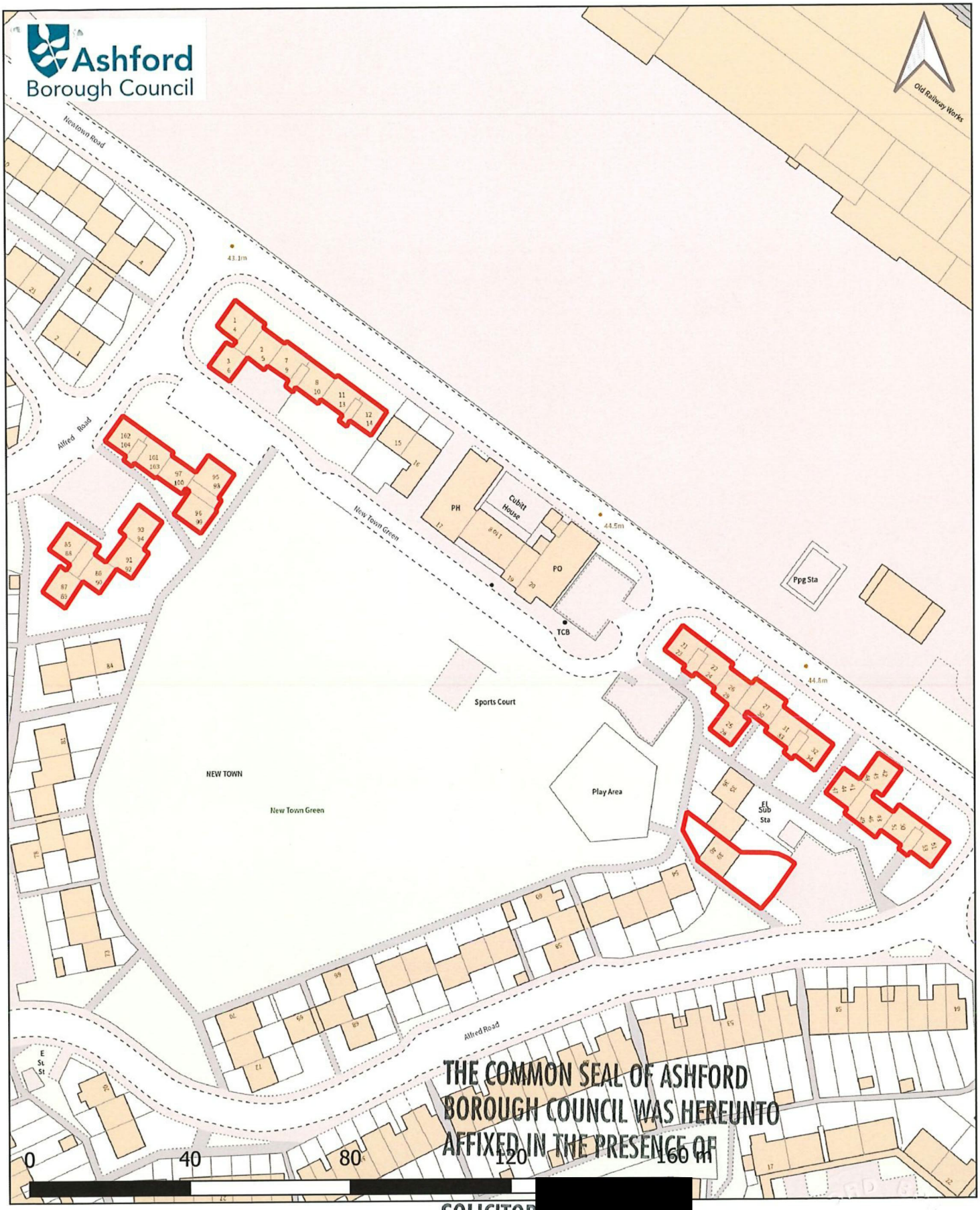
SOLICITOR [redacted]

Ashford Borough Council

Properties :
Nos 27 and 30 Mallards, Cudworth Road, Ashford, TN24 0HW

21.894

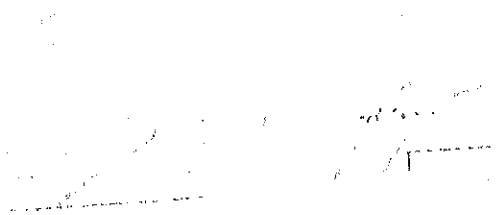


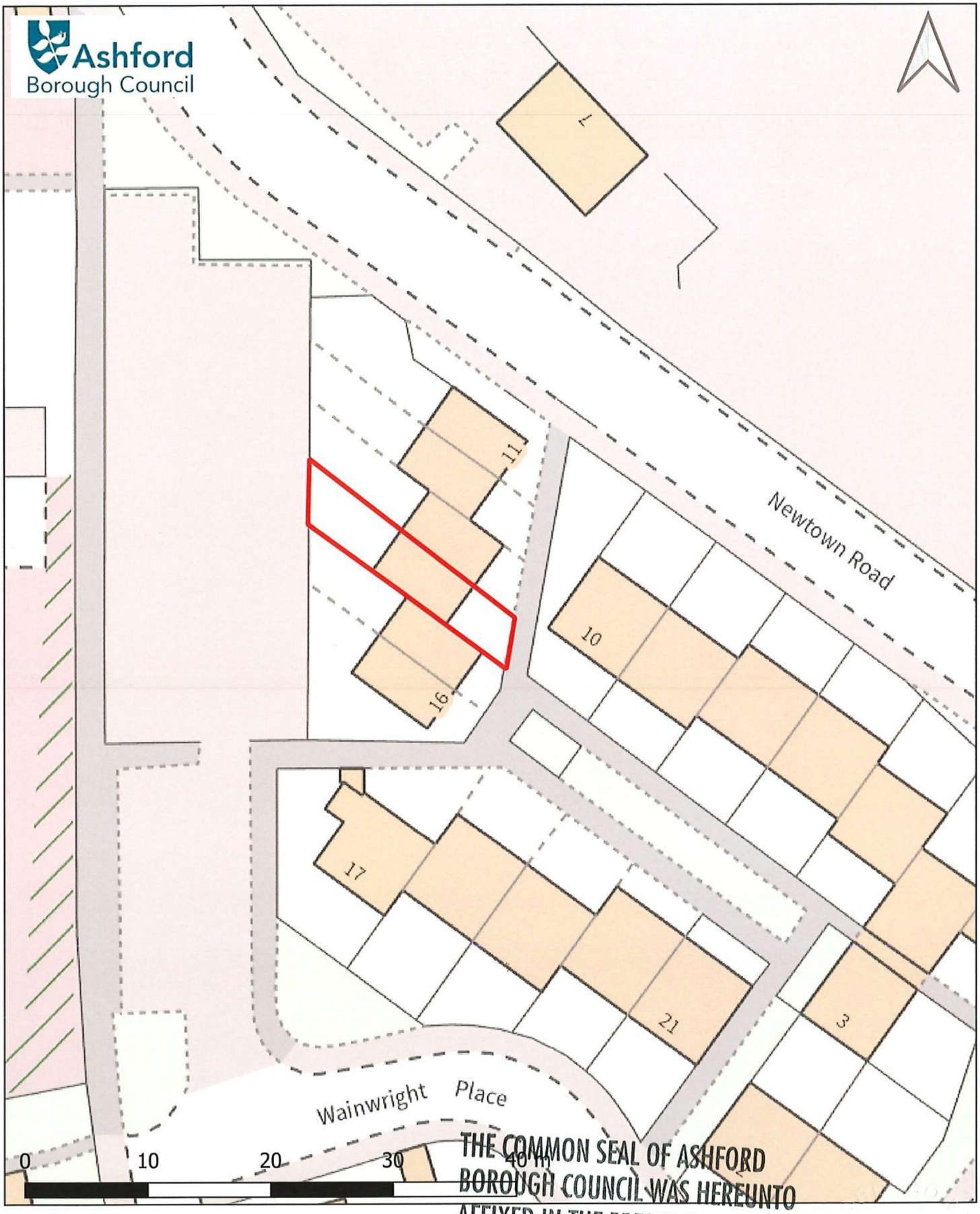


Ashford Borough Council

Properties :
Nos 2, 9, 11, 21, 30, 40, 41, 47 and 50 Newtown Green, Ashford, Kent, TN24 0PE
Nos 89, 91, 97, 98, 102, 103 and 104 Newtown Green, Ashford, Kent, TN24 0PL

21,894





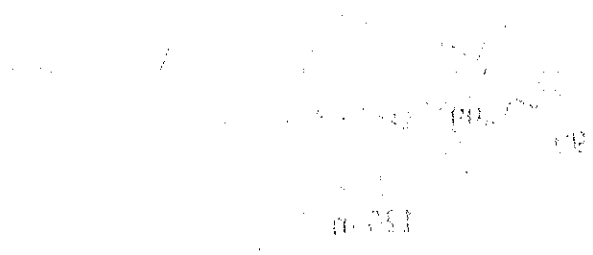
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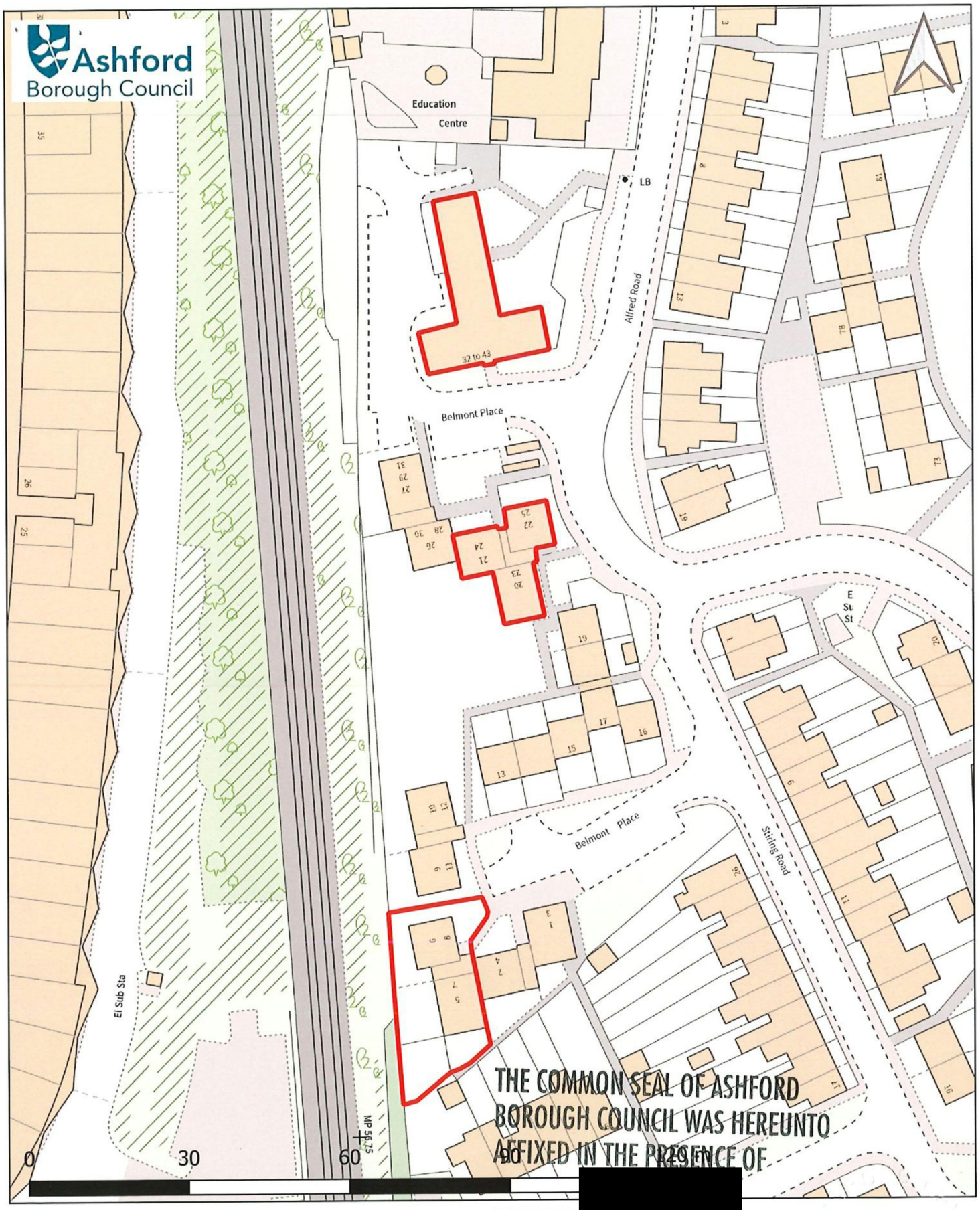
SOLICITO [redacted]

Ashford Borough Council

Properties :
No 14 Wainwright Place, Newtown, Ashford, TN24 0PF

21,894

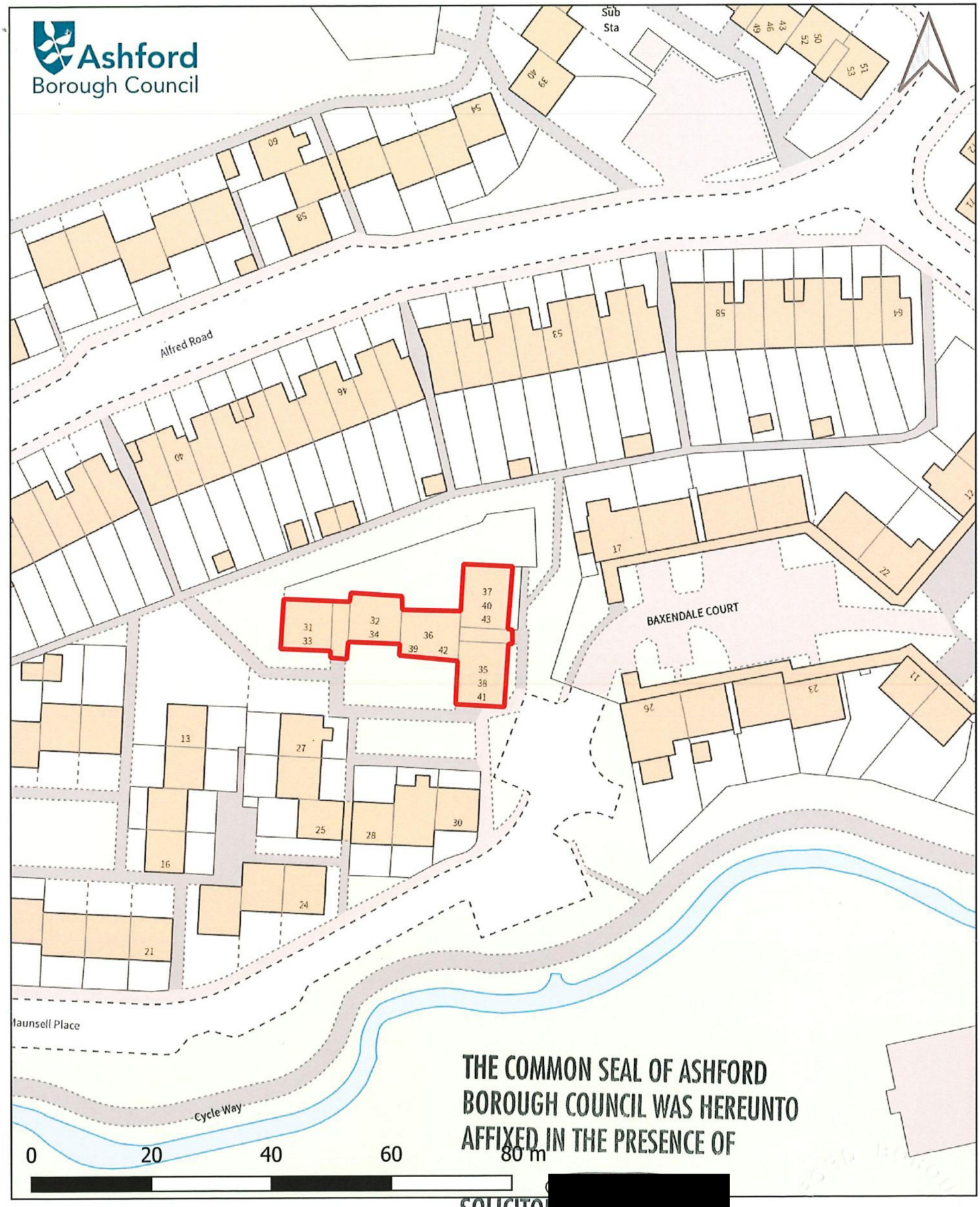




Ashford Borough Council

Properties :
Nos 5, 6, 7, 8, 24, 25 and 38 Belmont Place, Newtown, Ashford, TN24 0PJ

21,894

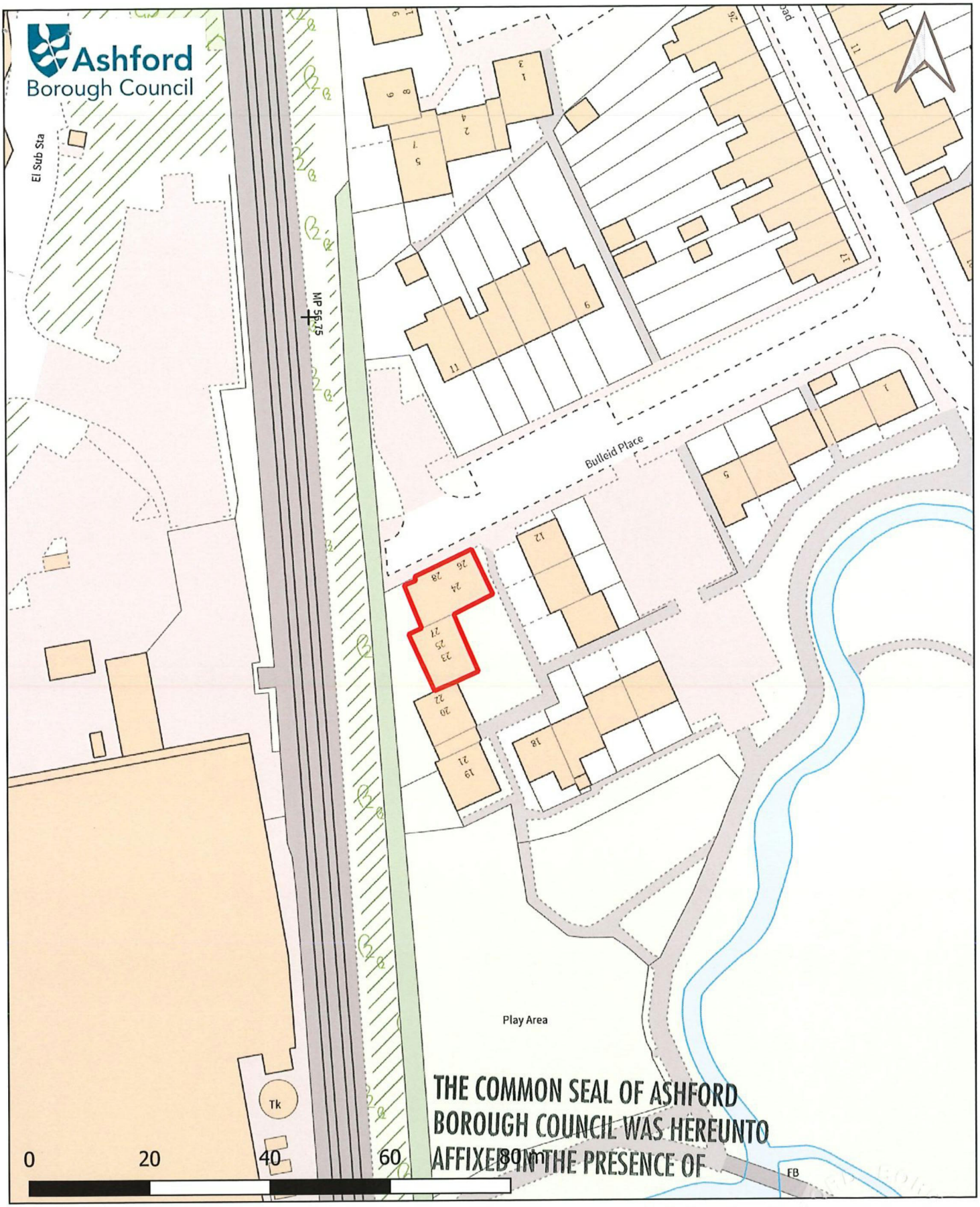


[redacted]

Ashford Borough Council

Properties :
Nos 31, 32, 34, 35, 36 and 40 Maunsell Place, Newtown, Ashford, TN24 0PP

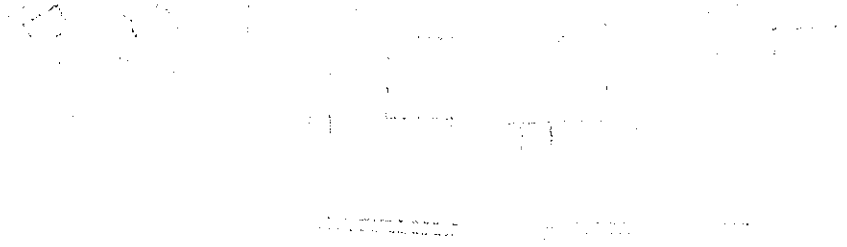
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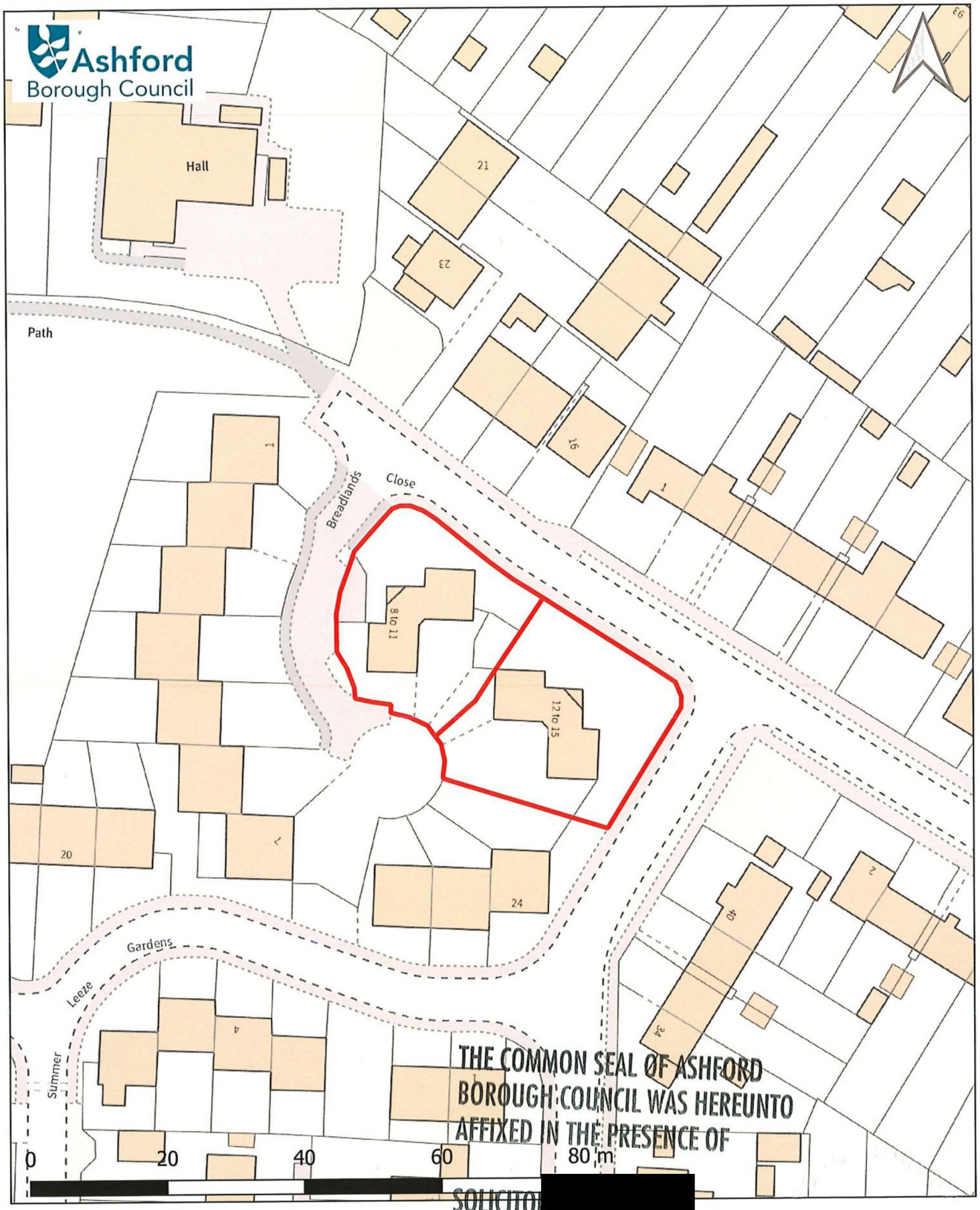


Ashford Borough Council SOLICITOR [redacted]

Properties :
Nos 24 and 27 Bulleid Place, Newtown, Ashford, TN24 0PW

21.894

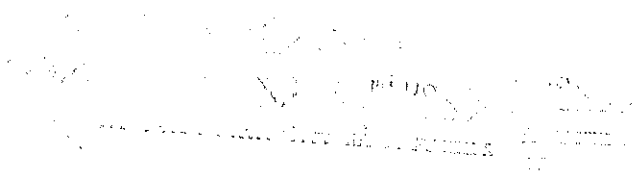


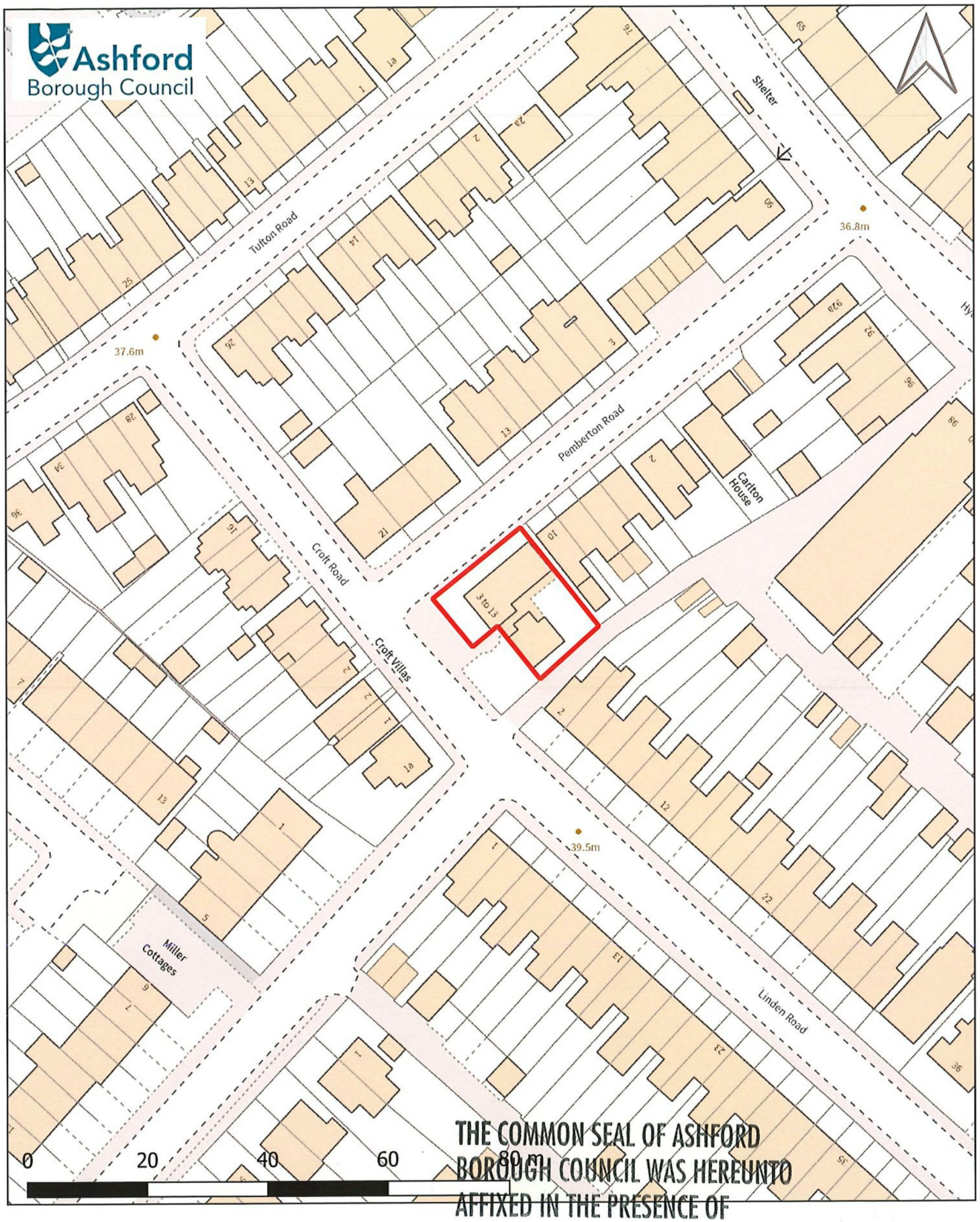


Ashford Borough Council

Properties :
No 8, 10, 11, 12 and 13 Breadlands Close, Willesborough, Ashford, TN24 0YB

21.894





THE COMMON SEAL OF ASHFORD BOROUGH COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF

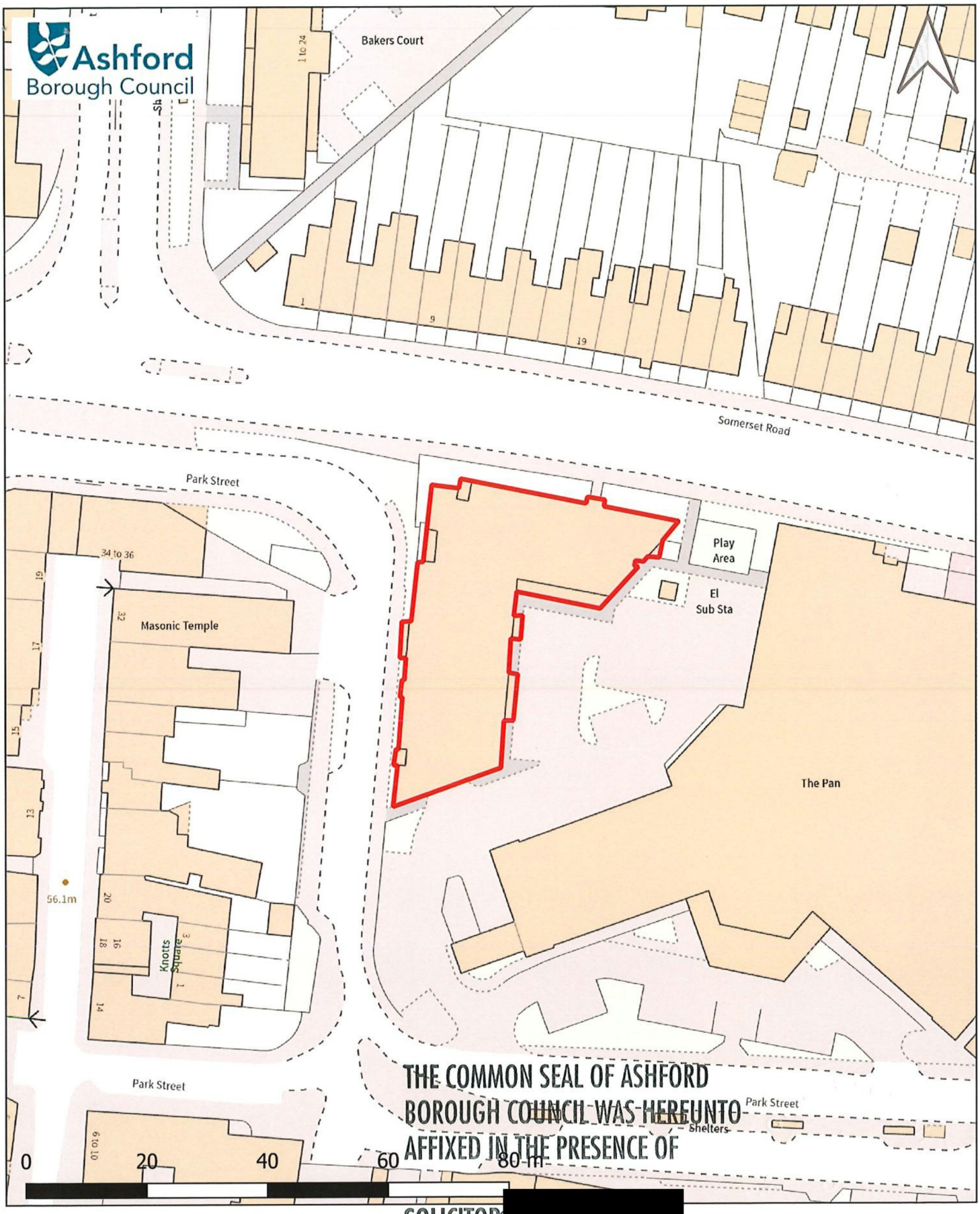
SOLICITOR [redacted]

Ashford Borough Council

Properties :
Nos 3, 9 and 11 Croft Road Flats, Ashford, Kent, TN24 8AZ

21,894





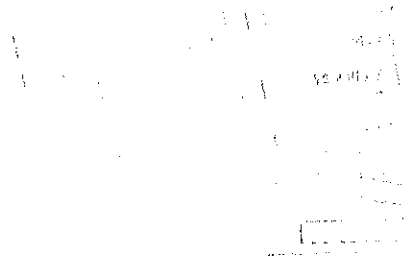
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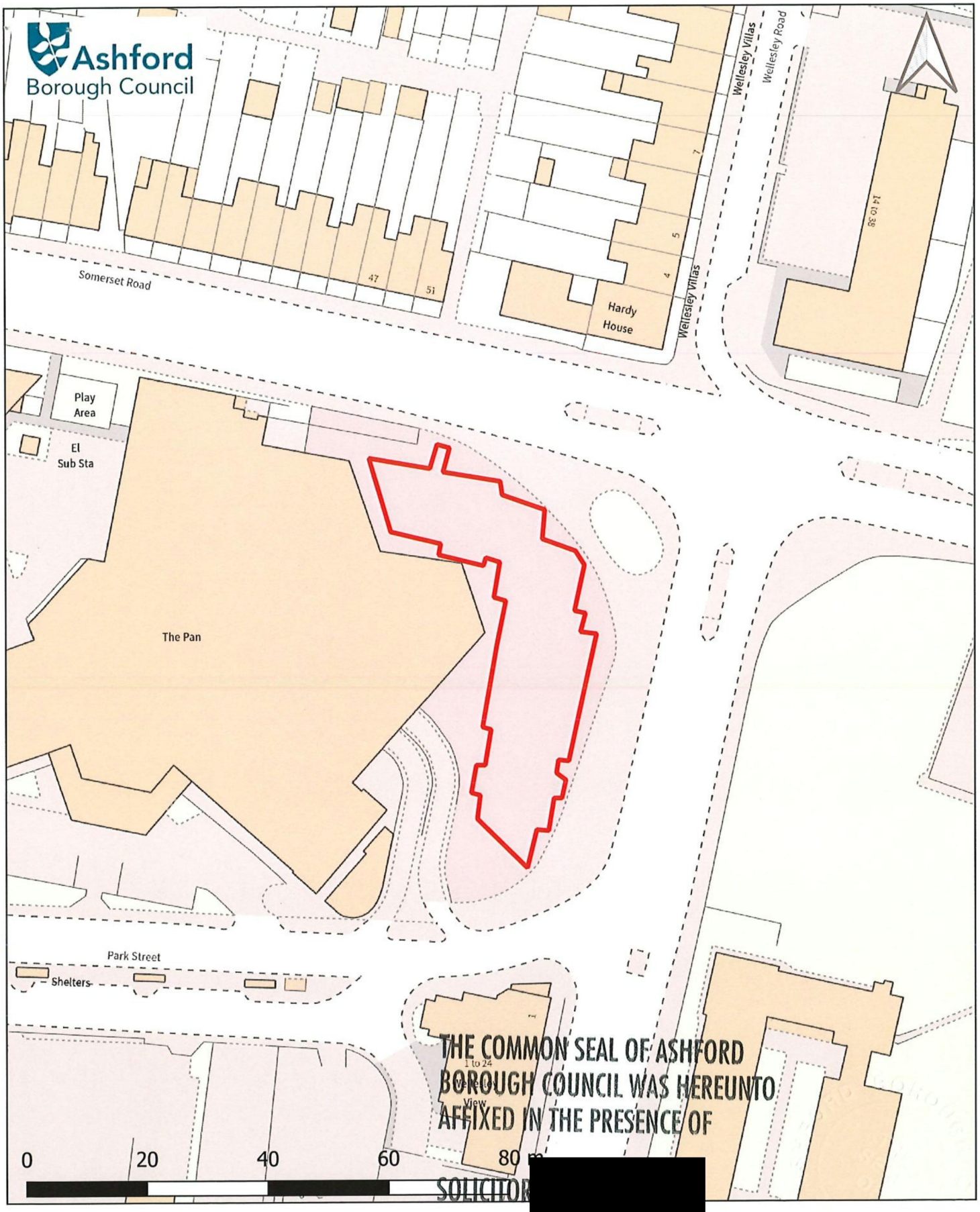
SOLICITOR [redacted]

Ashford Borough Council

21,894

Properties :
Nos 1, 8, 10, 15, 16, 21, 23, 31, 32, 33, 41 and 44 Somerset Heights, Park Street, Ashford, Kent, TN24 8FB

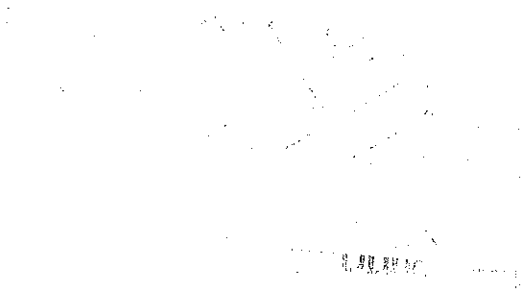


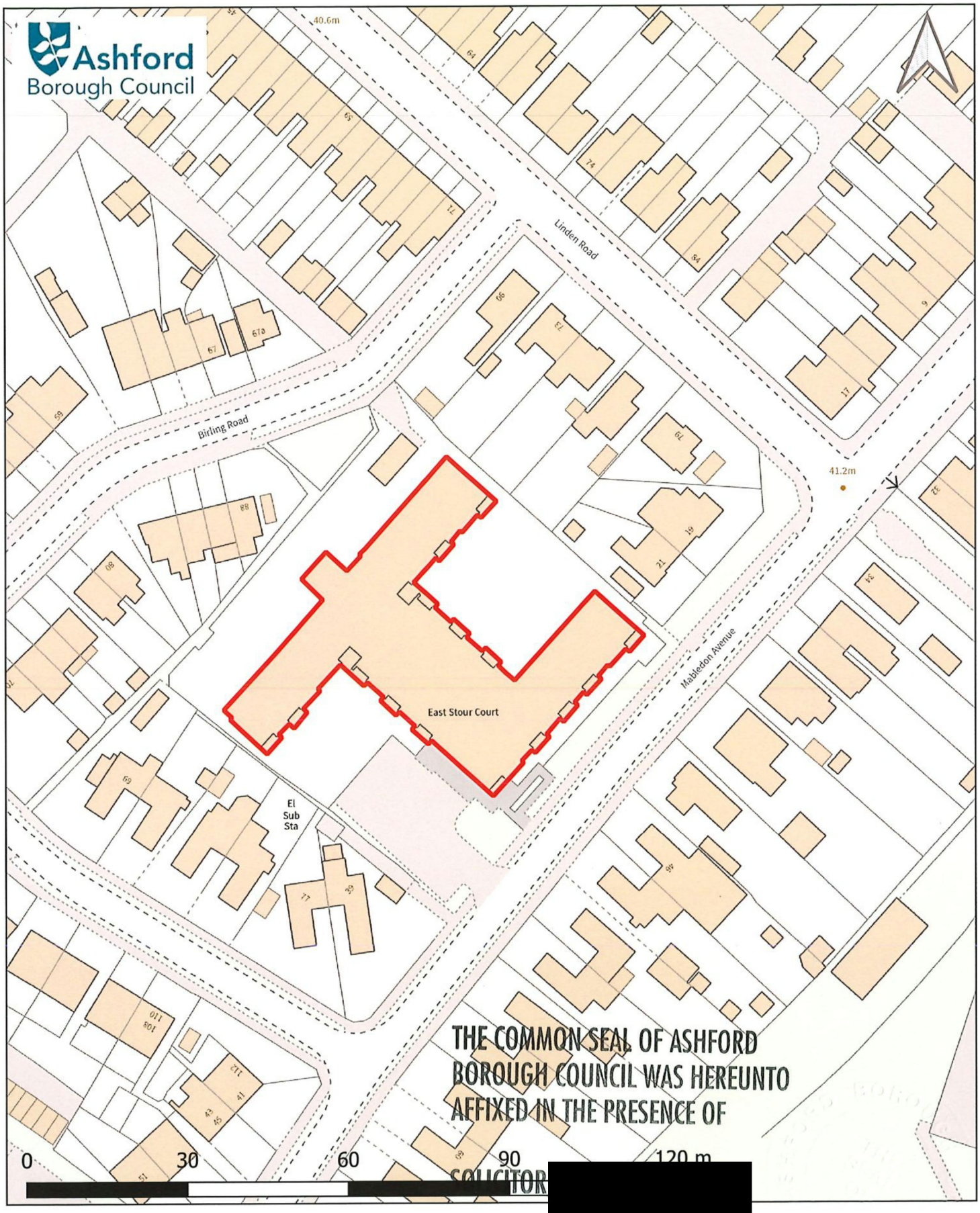


Ashford Borough Council

Properties :
Nos 10, 25, 19, 21, 28, 29, 32, 33, 35, 39, 43, 48, 51, 52, 53, 54, 57 and 61 Stour Heights, Wellesley Road, Ashford, Kent, TN24 8FD

21,894



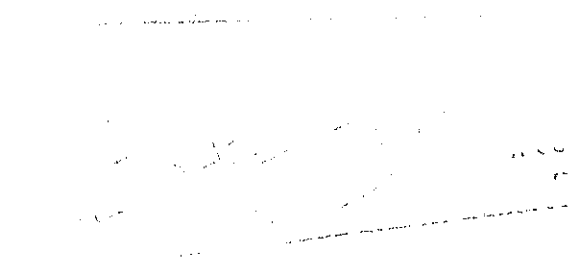


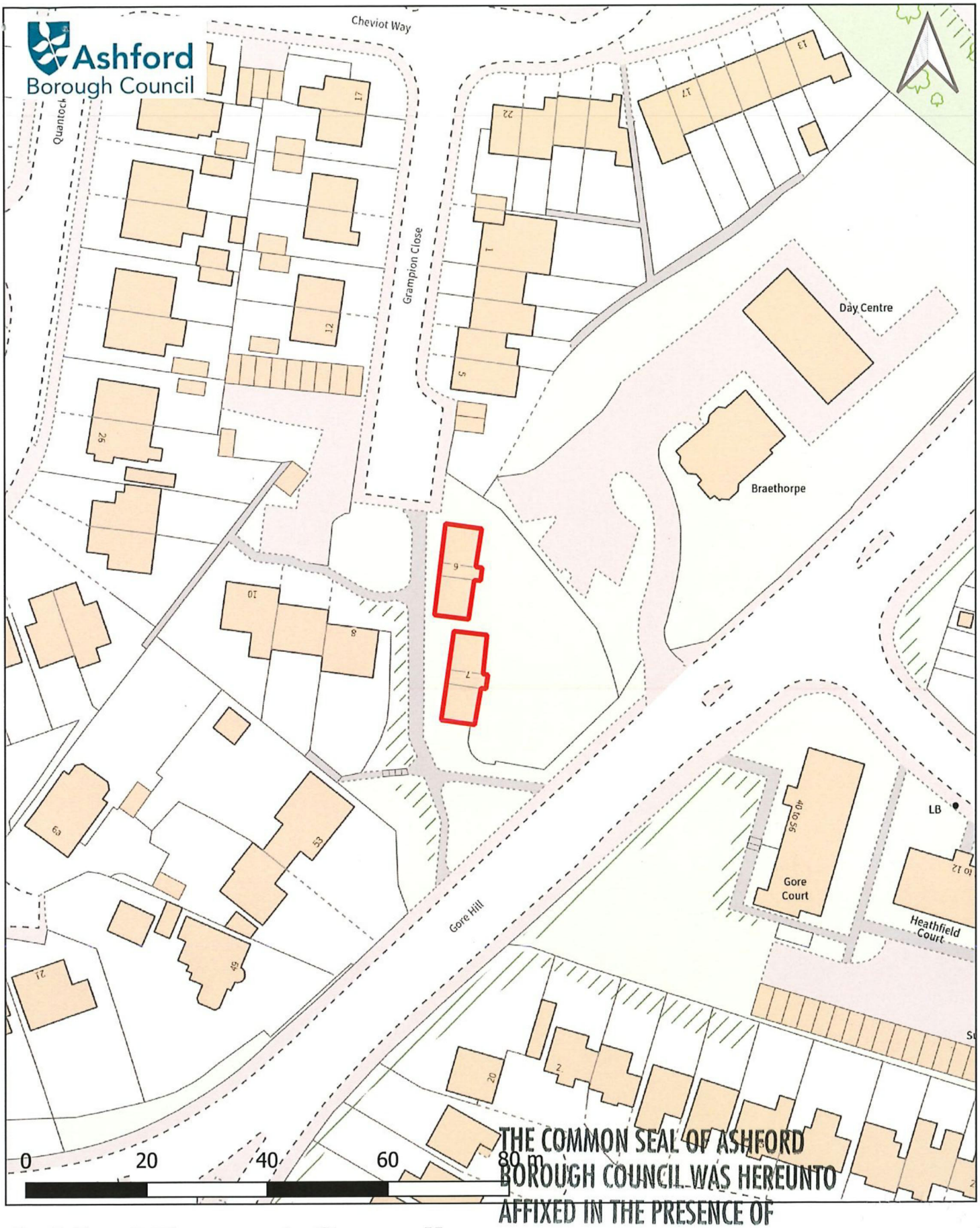
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Ashford Borough Council

Properties :
Nos 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 24 and 26 East Stour Court, Mabledon Avenue, Ashford, TN24 8FH

21,894





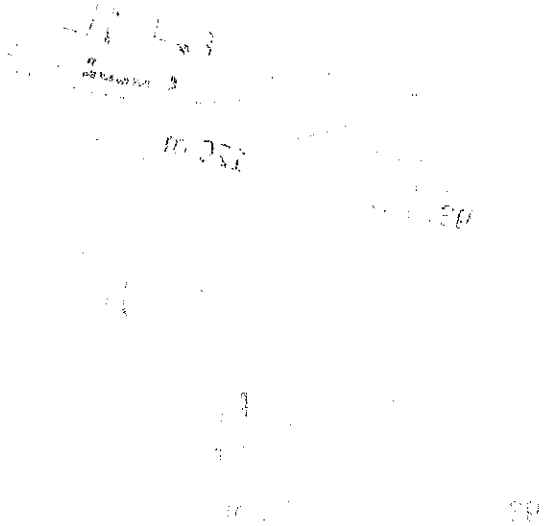
THE COMMON SEAL OF ASHFORD BOROUGH COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF

SOLICITO [redacted]

Ashford Borough Council

Properties :
Nos 6A, 7A and 7C Grampion Close, Ashford, Kent, TN24 8RH

21,894

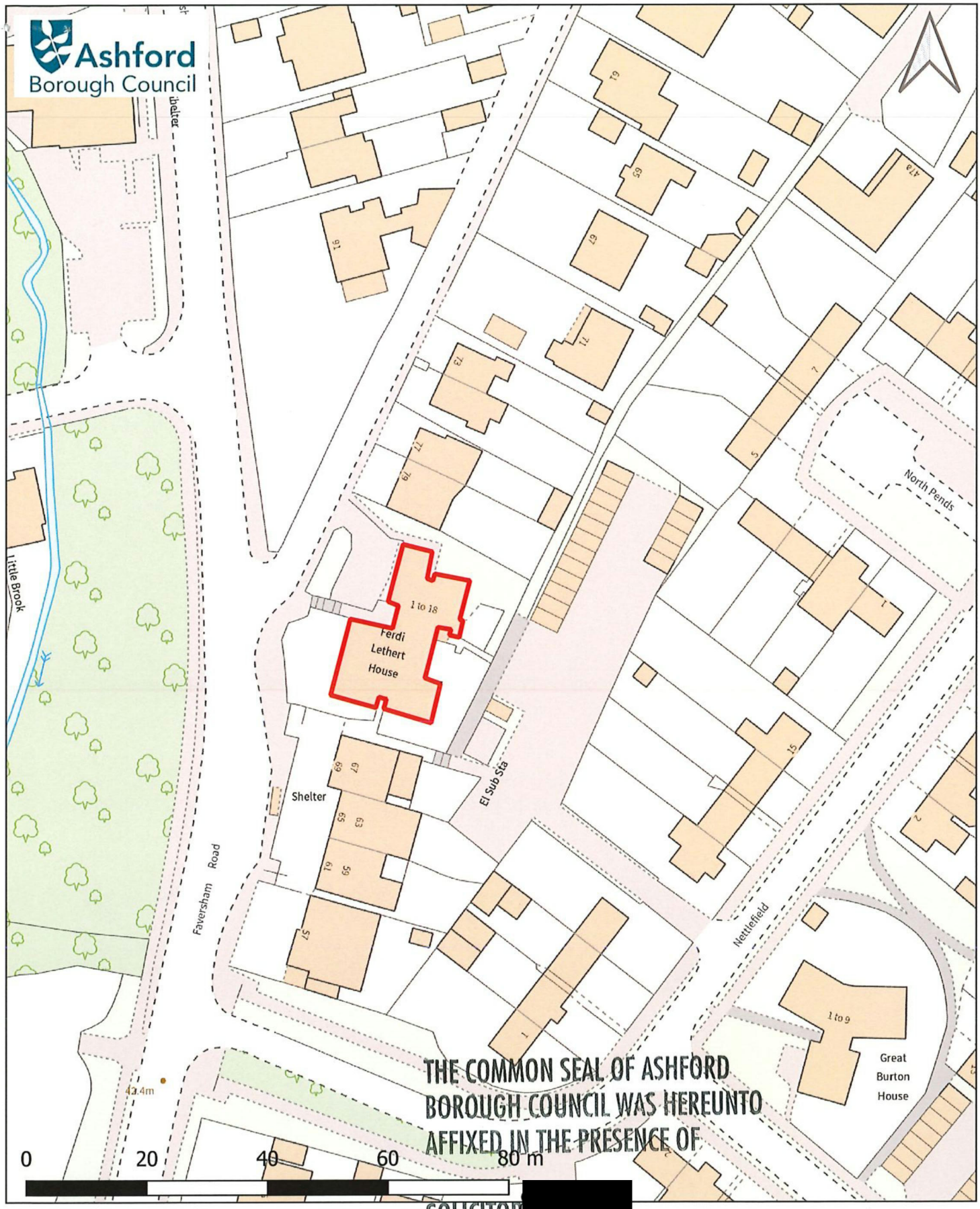




Ashford Borough Council

Properties :
Nos 8, 12, 26 and 41 Beecholme Drive, Kennington, Ashford, TN24 9AA

21,894



THE COMMON SEAL OF ASHFORD BOROUGH COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF

SOLICITOR [redacted]

Ashford Borough Council

Properties :
Nos 1, 2, 7, 9 and 15 Ferdi Lethert House, Faversham Road, Ashford, TN24 9DF

21.894

Appendix 2 Required Minimum Content of Mitigation Certificate

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[*Letterhead of Credit Provider*]

[*NAME and ADDRESS OF DEVELOPER*] [*DATE*]

[*Sent also by email*]:

Dear Sirs,

CERTIFICATE OF PURCHASE OF NUTRIENT CREDITS

We hereby certify that on [*DATE*] the following nutrient credits have been duly allocated to the applicant for permission and shall be valid solely for the development stated below:

Full description of the development to benefit from the nutrient credits				
Address of development site on which the development will occur Development site plan number (plan to be attached)				
Full name(s) of developer /applicant for permission				
Types of nutrient credits allocated	**Nitrogen Kg.p.a. 2025-2030**	**Phosphorus Kg.p.a. 2025-2030**	**Nitrogen Kg.p.a. post-2030**	**Phosphorus Kg.p.a. post-2030**
Quantities of nutrient credits allocated				
Certificate number				

Authorised Signatory:

.....
for and on behalf of ASHFORD BOROUGH COUNCIL

Enc: Development site plan

c.c.: Spatial Planning Manager, Ashford Borough Council [*or other Competent Authority as approproiate*]

Appendix 3 Technical Specifications Warranty Information and Guidance for Water Saving Devices

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DATA SHEET - HL2024 Inline 1P 15mm

Pressure independent flow controller. Ensures optimal flow control.



Top left: HL2024 Inline 1P 15mm

Bottom right: HL2024 Inline 1P 15mm incl. compression fittings - dimensions (in mm)

Specifications

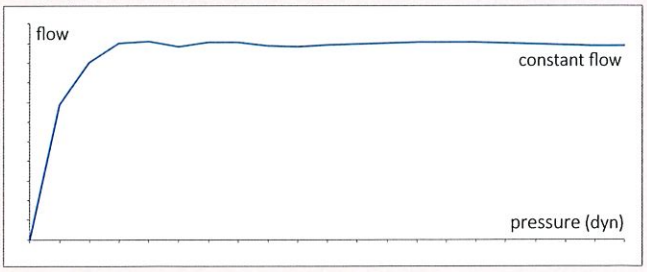
Mounting: into the piping and/or to a flexible water hose
Connection in-/outlet: G 1/2" (BSPP) male x 15mm for compression fittings
Total length excl. compression fittings: 51.4 mm
Total length incl. compression fittings: ± 69.0 mm
Thread length in-/outlet (incl. thread undercut): 10.9 mm
Widest point: 26.5 mm
Weight (excl. compression fittings): 71 g
Housing material: brass (4MS)
Finish outside: none
Finish water contact area: n/a
Max. particle size: 400 µm
Max. operating temperature: 90 °C *

Flow rate versions

5.0 l/min (150-1.000 kPa/dyn)
7.8 l/min (200-1.000 kPa/dyn)

Constant flow: pressure independent

Flow deviation within mentioned dynamic pressure range: max. 2%. **
The graph shows the constant flow performance of HL2024 products.



* In case of permanent or semi-permanent use at 500 kPa/dyn or more *combined with* 60 °C or more, please contact us at comercial@cenergist.com

** Counter-pressure in the system might somewhat influence the flow rate.

Figure number: 1140

Product overview

Optimal flow control

The HL2024 Inline creates a constant flow through its unique property of pressure independence. As such it ensures savings, optimal user comfort and system stabilisation. Installed into the piping towards both inlets of mixer taps, the product significantly reduces temperature fluctuations.

Certified constant flow

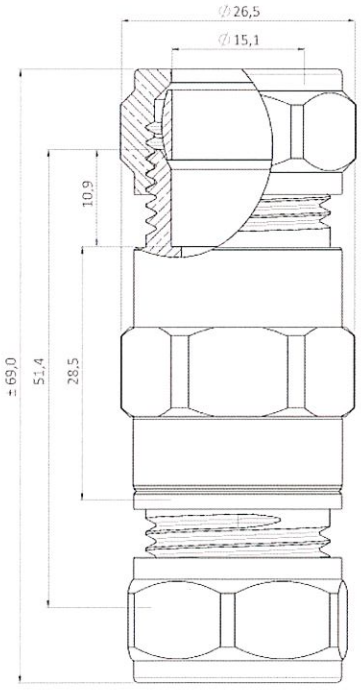
HL2024 products are pressure independent and as such provide a constant flow as certified by Kiwa, Netherlands (BRL-K635). The products meet the requirements for Kiwa Water Mark and primary European drinking water standards. All HL2024 products contain one or more integrated HL2024 Flow Controller(s). HL2024 is uniquely certified for pressure independence and long term operation.

Application

In the piping or connected to a flexible water hose.

Key properties

- Optimal flow control as a result of constant flow
- Optimal water temperature stability
- Definition of peak volume demand
- Water- and energy savings
- System stabilisation
- System pressure loss reduction



HL2024 Inline 1P 3/4"

Pressure independent flow controller

Manual



HL2024 Inline 1P 3/4"

Optimal flow control

The HL2024 Inline creates a constant flow through its unique property of pressure independence. As such it ensures savings, optimal user comfort and system stabilisation. Installed into the piping towards both inlets of mixer taps, the product significantly reduces temperature fluctuations.

HL2024 Inline 1P 3/4"

Pressure independent flow controller

Read this manual carefully.

Packaging contents (in case of individual packaging)

1 x HL2024 Inline 1P 3/4"

2 x Fiber washer 24.0 x 17.0 x 2.0 mm

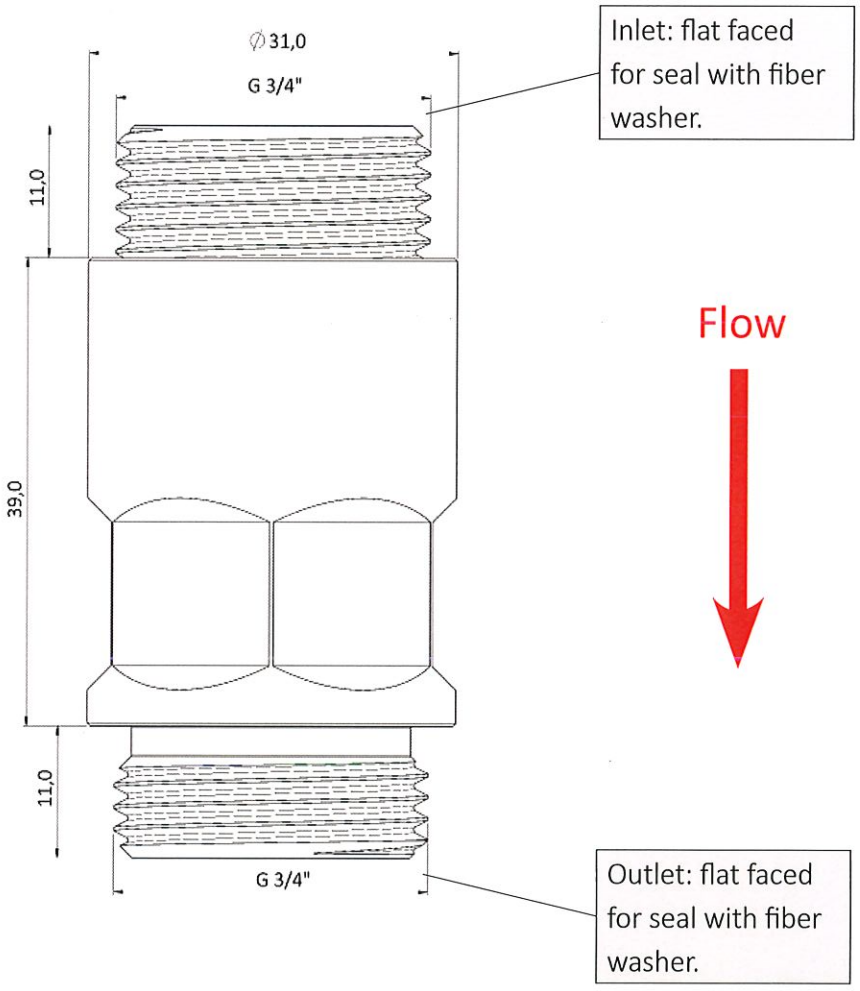


Image: HL2024 Inline 1P 3/4" (dimensions in mm)

HL2024 Inline 1P 3/4"

Pressure independent flow controller

Installation

Install the product into the piping of a water installation.

1. Shut off the system water pressure and make sure there is no dirt in the piping.
2. Place one fiber washer in each side of the product and mount the product into the piping and / or to the flexible water hose. If applicable, only use suitable adapters.
3. Re-open the system water pressure.
4. Let the tap run briefly so that the fiber washers get wet and seal. The products may leak slightly until the fiber washers expand and seal after about 30 seconds. If this is not the case, check that the product is properly tightened. If necessary, follow the above steps again with new and dry fiber washers.

⚠ - Always use new fiber washers that meet the original specifications on the inlet and outlet of the product.
- Never use multiple washers in one seal.

⚠ Do not use wrenches or other grabbing tools on the product unless this is necessary. If necessary, only use tools on the hexagonal part of the product. Do not use excessive force to install the product.

⚠ If present, remove any existing flow limiters upstream and downstream of the product in order to guarantee the optimal performance of the product.



Image: HL2024 Inline 1P 3/4" mounted into piping

Maintenance and cleaning

The product is maintenance-free with the exception of the following:
Possible residue that originates from the water system and that exceeds the maximum particle size for the product (see product Data Sheet) will collect on the meshes inside of the product. This needs to be removed by removing the entire product from the piping. Hold the product upside down, submerge in clean water and shake until dirt falls out. Rinse with clean water prior to re-installation. After re-installation, run the water for a few seconds to allow the new fiber washers to expand for a watertight fit. Keep the product clean for optimal functionality.

Lime residue

In exceptional circumstances, some lime may collect on the inside of the product. This is however very rare because (1) the product is permanently submerged in water, (2) the used materials are not expected to collect lime and (3) the flow speed in the product is very high. In the unlikely case that there is some lime residue, this can best be cleaned out with a mild lime descaler.



After maintenance / cleaning, always use new fiber washers that meet the original specifications.



DO NOT in any way disassemble the product under any circumstance and do not replace parts with parts of other manufacturers. Disassembly of the product leads to product damage, loss of functionality and irrevocable loss of warranty.

Careful use of HL2024 products

HL2024 products must only be used for their intended purpose and under the appropriate circumstances. To this end, the following must be observed.

1. The products are used with care. In this context, careful use means:
a. The product is only used for the application for which it is intended;
b. The product is installed and treated with care;
c. The product is maintained and cleaned when necessary;
d. The product is only used under conditions that (drinking) water installations must legally comply with;
e. The product is used according to the instructions in this manual and according to the product specifications and criteria as set out in the product Data Sheet.

Careful use of HL2024 products - continued

2. The products are not exposed for a prolonged period, that is to say within a permanent or semi-permanent installation setting, to a water pressure of 500 kPa (dyn) or more in combination with a temperature of 60 °C or more. This does not include brief and incidental higher pressures and higher temperatures within the product's allowed operating conditions.

For (desired) application within a permanent or semi-permanent installation setting with a water pressure of 500 kPa (dyn) or more in combination with a temperature of 60 °C or more, please first contact the sales organisation for HL2024 products: Cenergist.

Contact

For enquiries, please contact Cenergist.
Cenergist is the sales organisation for HL2024 products.
w: www.hl2024.com
e: comercial@cenergist.com
t: +34 (0)915 62 11 59

Cenergist

WARRANTY AND LIFETIME INFORMATION



CONTROL FLOW HL2024

HL2024 Control Flow 'the Product' and the manufacturer's warranty for the Product is passed on to the Customer. Cenergist warrants the Product to be free from defects in workmanship and materials, under normal operation in a residential setting and conditions, for a period of 5 years from the original install or invoice date. Such date to be extended to a maximum period of 20 years from the original install or invoice date subject to the Customer following the Product instructions and maintenance guidelines provided by Cenergist to the Customer.

Shipping, handling fees and installation fees (if any) are to be paid for by the Customer. Cenergist or the manufacturer as appropriate may, at their discretion during the warranty period, either repair any defect in materials or correct any Product function, or replace the Product with one of equal value and performance without charge (excluding fees, if any, incurred by Cenergist or the manufacturer relating to installation, shipping, handling, packing, return postage, and insurance which fees will be met by the Customer). All Products should be returned by courier or Royal Mail recorded delivery to Cenergist Limited's registered office which at the time of publication is 8 Bede House, Tower Road, Glover Industrial Estate, Washington, NE37 2SH. Such repairs or replacement are subject to verification by Cenergist or the manufacturer of the defect or malfunction of the Product and proof of purchase by the Customer confirmed by providing the invoice number or address where the Product was installed, along with the installation date.