

Canterbury Local Plan Consultation (Reg. 18)

Supplementary Representations of behalf of the University of Kent – Site Availability

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Report title: Land north of the University of Kent - Availability

Prepared by: Avison Young

Status: Final

Date: 21 October 2025

For and on behalf of Avison Young (UK) Limited

1. Introduction

This representation has been prepared by Avison Young on behalf of the University of Kent ("the University") in relation to the Land north of the University of Kent ("the Site"). The Site is referred to under Policy C12 in the Draft Canterbury District Local Plan 2040.

The purpose of this representation is to provide the Local Planning Authority (LPA) with evidence of the availability of the proposed site allocation.

2. Title

The University own a majority of the land that forms part of the Site, with the exception of Blean Primary School which falls under Kent County Councils ("KCC") ownership. The University land has been identified as surplus to the University's operational requirements and is therefore available for development.

We have summarised the title information in the table below:

Land	Title Number	Freehold interest
Sites B, C & D	K903818	University of Kent
Blean Primary School	K968605	Kent County Council
Land east of Primary School	K239332	Kent County Council

There are no restrictive covenants (or similar constraints) on the land that prevents it being brought forward for development.

Please refer to Appendix I for copies of the title register and plan for the University land above.

3. Kent County Council Land

The University has been in discussion with KCC regarding the proposed development of the Site and the potential to acquire Blean Primary School to provide a secondary access to the development.

KCC has confirmed they are agreeable in principle to the disposal of Blean Primary School to support the development. KCC has set out their requirements in order to proceed with a disposal, which includes re-provision of the existing school. The development proposals are in accordance with these requirements and allow for a 2.05ha plot for re-provision of the school.

A letter is included at Appendix III from Kent County Council confirming this position.

4. Availability Conclusions

All of the land that forms part of the Site is owned by the University or KCC, who has confirmed they are agreeable in principle to the disposal of Blean Primary School and the land east of the Primary School to provide a secondary access to the development.

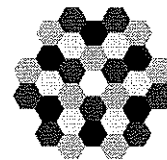
On the basis of the information set out within this report, the University can confirm that the Site is available for development now.

Appendix I

Title Documents – University of Kent

Avison Young

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7 June 2018

Official copy/copies

Your ref
K903818

Our ref
K903818 /OC/042

The official copy/copies of the document(s) you applied for is/are enclosed.

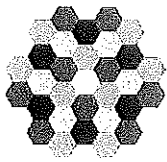
HM Land Registry
Durham Office
PO Box 75
Gloucester
GL14 9BD

Please contact the HM Land Registry Office named if you have any questions about the enclosed official copy/copies.

DX 321601 Gloucester 33
Tel 0300 006 0010
Fax NA
Email durham.office@landregistry.gov.uk
www.gov.uk/land-registry

K903818

ESTATES DEPARTMENT
UNIVERSITY OF KENT
CANTERBURY
KENT
CT2 7NN



Official copy of register of title

Title number K903818

Edition date 19.12.2012

- This official copy shows the entries in the register of title on 1 June 2018 at 10:17:33.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 7 June 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

A: Property register

This register describes the land and estate comprised in the title.

KENT : CANTERBURY

- 1 (13.06.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being three parcels of land on the north and south sides of Tyler Hill Road, Blean, Canterbury.
- 2 (13.06.2006) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 28 April 2006 referred to in the Charges Register.
- 3 (16.06.2009) By the Deed dated 27 May 2009 referred to in the Charges register the rights reserved by the Transfer dated 28 April 2006 referred to above were rectified.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (13.06.2006) PROPRIETOR: UNIVERSITY OF KENT AT CANTERBURY of The Registry, Canterbury, Kent CT2 7NN.
- 2 (13.06.2006) The price stated to have been paid on 28 April 2006 was £1,000,000.

C: Charges register

This register contains any charges and other matters that affect the land.

- 1 (13.06.2006) A Transfer of the land in this title dated 28 April 2006 made between (1) The Master Brothers And Sisters Of The Hospital Of St. Thomas The Maytre Eastbridge (Otherwise Eastbridge Hospital) (Transferor) and (2) University Of Kent At Canterbury (Transferee) contains restrictive covenants.

NOTE: Copy filed.

- 2 (16.06.2009) The land is subject to the rights granted by a Deed dated 27 May 2009 made between (1) The Master Brothers And Sisters Of The Hospital Of St Thomas The Martyr Eastbridge (2) The University Of Kent At Canterbury and (3) Alan David Martin.

NOTE: Copy filed.

- 3 (19.12.2012) The land is subject to the rights granted by a Deed dated 12 December 2012 made between (1) The University of London and (2) John Colin Caverhill.

NOTE: Copy filed under K823154.

End of register



AGREEMENT

(Incorporating the Standard Conditions of Sale (Fourth Edition))

Agreement Date	:	
Seller	:	THE MASTER BROTHERS AND SISTERS of the HOSPITAL OF ST THOMAS THE MARTYR EASTBRIDGE (otherwise EASTBRIDGE HOSPITAL) registered charity number 213319 of 25 High Street Canterbury Kent CT1 2BD by and with the consent of its Patron THE MOST REVEREND AND RIGHT HONOURABLE ROWAN LORD ARCHBISHOP OF CANTERBURY
Buyer	:	THE UNIVERSITY OF KENT AT CANTERBURY of The Registry The University Canterbury Kent CT2 7NZ an exempt charity pursuant to the provision of the Charities Act 1993
Property	:	ALL THAT the freehold land and premises situate at and known as HOTHE COURT FARM BLEAN CANTERBURY KENT as the same is more particularly shown edged red on the plan annexed hereto TOGETHER WITH the rights but SUBJECT TO the exceptions reservations covenants and other matters referred to in the Special Conditions of Sale following
Root of title	:	Whereas the property has been within the ownership of the Seller for upwards of six hundred years title shall consist solely of a Statutory Declaration sworn on the 9th day of May 2005 by Hazel Edna McCabe a copy of which having been produced to the Buyer on or before the date hereof the Buyer shall raise no objection thereto nor requisition thereon and shall not call for any further or better evidence of title to the Property
Title Guarantee	:	The Seller sells with Limited Title Guarantee
Completion Date	:	In accordance with clause 15
Contract rate	:	Law Society rate from time to time in force
Purchase price	:	£1,000,000.00
Deposit	:	£100,000.00
Balance	:	£900,000.0

Exclusive of VAT

See Special Conditions

The Seller will sell and the Buyer will buy the Property for the Purchase price.

This Agreement continues on the following pages.

WARNING This is a formal document, designed to create legal obligations. Take advice before using it.	Signed Buyer/Seller
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Special Conditions

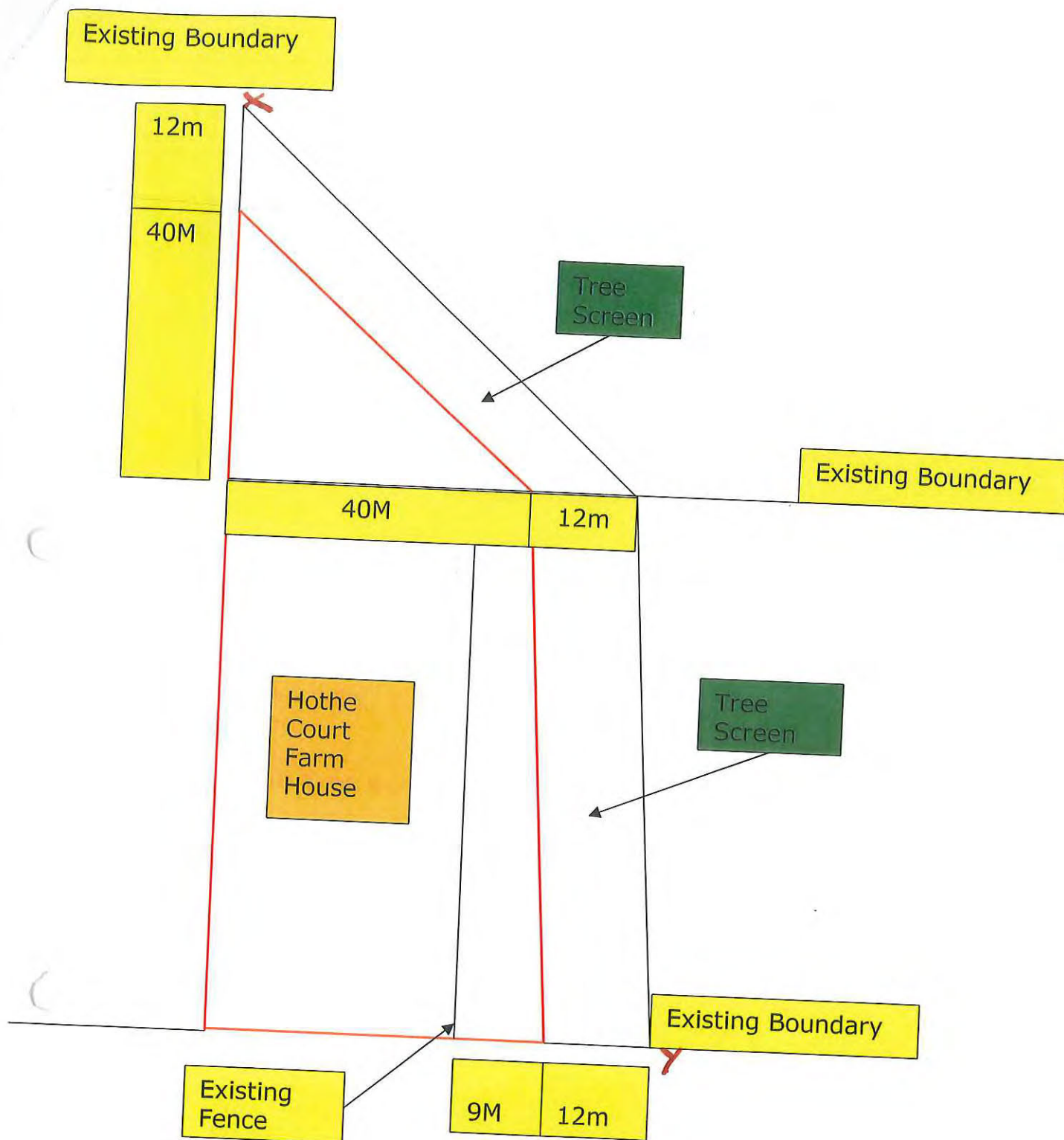
1. The assurance of the Property from the Seller to the Buyer shall be in the form of the Transfer annexed.
2. The Property is sold SUBJECT TO the following matters but otherwise with vacant possession on completion:-
 - (a) a Licence and an Agistment Agreement both dated the 29th April 2005 made between The Seller (1) and Donald Shilling and Jennifer Baxter t/a Shilling and Baxter. Whereas the period granted by the Licence and Agistment Agreement is said to expire on the 31st October 2005 the Seller reserves the right to extend the period until the 31st March 2006 (and otherwise in accordance with all existing terms and conditions of the Licence and the Agistment Agreement) on or before the date herein fixed for completion without reference to the Buyer but shall give written notice of any such extension to the Buyer within five working days of the same
 - (b) Tree Preservation Orders being TPO No. 4 1970 dated the 25th November 1970
 - (c) a Deed of Dedication dated the 7th July 1958 made between the Seller (1) and Kent County Council (2)
- 3.1
 - (a) The Seller covenants with the Buyer that it will as soon as reasonably practicable after the date of completion erect a stockproof fence between the points marked NOQI on the said plan (hereinafter called "the NOQI fence") and between the points marked ER, UW, LM, WX, YZ and ST on the plan annexed hereto
 - (b) A covenant by the Buyer that it will:-
 - (i) immediately the NOQI fence has been erected by the Seller forever thereafter maintain the same in good order and condition
- 3.2 The Buyer covenants with the Seller that it will in the first planting season following the completion date plant and maintain to the reasonable satisfaction of the Seller for five years a tree screen within the area edged green on the Plan such tree screen to be in accordance with the specification and sketch plan annexed hereto
4.
 - (a) This Agreement incorporates the Standard Conditions of Sale (Fourth Edition). Where there is a conflict between those Conditions and this Agreement, this Agreement prevails.
 - (b) Terms used or defined in this Agreement have the same meaning when used in the Conditions.
5.
 - (a) The property is for the purposes of insurance at the Buyer's risk as from the date of the contract.

- (b) If (i) the property suffers physical damage after the contract is made but before actual completion and (ii) the proceeds of any insurance policy taken out by or on behalf of the Buyer are reduced because of insurance taken out by or on behalf of the Seller the sum payable on completion is to be reduced by the amount of that reduction.
- (c) Condition 5.1.2 does not apply where the proceeds of the seller's policy are used to pay for reinstating the property as a result of any statutory or contractual obligation.
6. Completion shall take place by 2.00 pm on the day of completion.
7. The Buyer admits it has inspected the Property and that it enters into this Agreement solely as a result of its inspection of the Property and on the basis of the terms hereof and not in reliance on any warranty statement representation or otherwise whether written oral or implied and whether made by or on behalf of the Seller other than in any property information form and written replies by the Seller's solicitors to enquiries made by the Buyer's solicitors prior to the date hereof.
8. If completion of this Agreement is delayed the defaulting party shall be liable to pay in addition to interest:
- (a) the sum of £100 plus VAT to the other party's Solicitors in respect of its fees for the preparation and service of a Notice to Complete and
- (b) loss of rent or other income;
- and it is hereby agreed that this clause shall not operate to limit the Seller's common law rights in any way.
9. This Agreement is personal to the Buyer herein named and the Buyer shall not assign dispose or deal with or purport to assign dispose or deal with the Agreement or any interest therein and there shall be no obligation on the part of the Seller to carry out more than one transfer of the Property nor any transfer thereof to any person or company other than the Buyer herein named.
10. Whereas the Seller has previously opted to tax in respect of the Property and its VAT registration number is 661 9065 25 Value Added Tax at the rate of 17.5% shall be paid by the Buyer at completion on the whole amount of the Purchase Price
11. It is agreed the Buyer may enter into any field on the Property (where the Seller has completed harvest and removed the said growing crops) together with all necessary men and machinery to carry out cultivation hedge trimming and fencing work between the date of this Agreement and the completion date PROVIDED the Buyer gives not less than seven days notice to the Seller of its intention to do so. Such entry is at the risk of the Buyer.
12. There are specifically excluded from the sale all stock gates belonging to the Licensee mentioned in the Agistment Agreement and Licence in Special Condition 2(a) hereof but without obligation on the part of the Seller to further or otherwise define the same
13. For the avoidance of doubt all sporting and timber rights are included in the sale of the Property.
14. Single Farm Payment

- 14.1 In this clause the following words shall have the following meaning
- 14.1.1 "1782" means Council Regulation Number 1782/2003
14.1.2 "795" means Council Regulation Number 795/2004
- 14.2 The Seller has applied to the Rural Payments Agency to establish the payment entitlements created by 1782 and agrees to transfer the payment entitlements to the Buyer following the definitive establishment of those payment entitlements in accordance with Article 12(4) of 795.
- 14.3 The Seller agrees to notify the Rural Payments Agency of the transfer of the payment entitlements to the buyer as soon as reasonably practical and in any event if possible before 2 April 2006.
- 14.4 The parties hereto agree that the transfer of the entitlement is a transfer with land within the definition of Article 2 of 795.
- 14.5 The Seller warrants that it will be a farmer within the meaning of Regulation 2 of 1782 at the date of the Transfer.
- 14.6 In the event that DEFRA or the Rural Payments Agency confirm that the Seller does not need to be a farmer (as defined in 1782) then the parties may agree to complete the purchase of the property prior to the transfer of the payment entitlements
- 14.7 The Buyer agrees to pay to the Seller upon the Completion Date
- (i) the cost of establishment of the oil seed rape crop in Lots 2 and 4 as previously disclosed by the Seller to the Buyer
 - (ii) costs incurred by the Seller in maintaining the crop (such costs to be first approved by the Buyer - who shall not unreasonably withhold or delay such approval).
15. Completion
- 15.1 The parties hereto agree that the Completion Date shall be five working days after the effective transfer of the payment entitlements as notified to the Seller by the Rural Payments Agency under article 25(3) of 795.
- 15.2 In the event that the payment entitlements have not been transferred to the Buyer by 1 December 2006 the Buyer may elect to complete the purchase of the property but this shall not relieve the Seller of the obligation to transfer payment entitlements.
16. Prior to the Completion Date the Seller agrees that it will carry out the removal of asbestos in accordance with the specification in the Report from Bureau Veritas Consultancy an extract of which is attached hereto to the reasonable satisfaction of the Buyer.

Seller's Solicitors: Furley Page of 39 St Margaret's Street Canterbury Kent CT1 2TX

Buyer's Solicitors: Farrer & Co of 66 Lincoln's Inn Fields London WC2A 3LH



Indicative Plan (Not to Scale) showing the proposed new boundaries to Hothe Court Farmhouse and the tree screen

University of Kent**1062****Proposed planting at Hoth Court Farm**

Two sections of planting (site dimensions taken from site plan supplied by others, not to scale).

SECTION 1 (NORTHERNMOST)

Block approx 85m long x 12m width

6 rows of planting; rows 2m apart.

Plants 2m apart within rows, staggered within grid.

42 plants per row x 6 = 252 (say 250 plants)

SECTION 2 (SOUTHERNMOST)

6 rows of planting; rows 2m apart.

Plants 2m apart within rows, staggered within grid.

32 plants per row x 6 = 192 plants (say 190 plants)

Total no. of plants = 440.

Planting blocks to be defined and protected with appropriate fencing, such as timber post and strained wire fencing, stock-proof as necessary. Fencing to be inspected on a monthly basis and repaired as necessary.

SPECIFICATION:

%	Botanic name	Common name	Spec.	No.
10	<i>Acer campestre</i>	Field maple	60-80cm br	44
10	<i>Carpinus betulus</i>	Hornbeam	60-80cm br	44
10	<i>Cornus sanguinea</i>	Dogwood	60-80cm br	44
5	<i>Corylus avellana</i>	Hazel	60-80cm br	22
30	<i>Crataegus monogyna</i>	Hawthorn	80-100 cm br	132
5	<i>Fraxinus excelsior</i>	Ash	60-80 cm br	22
5	<i>Ilex aquifolium</i>	Holly	40-60 cm pg 0.5L	22
5	<i>Ligustrum vulgare</i>	Common privet	60-80 cm br	22
10	<i>Prunus spinosa</i>	Blackthorn	60-80 cm br	44
5	<i>Quercus robur</i>	Oak	60-80 cm br	22
5	<i>Sambucus nigra</i>	Elder	60-80 cm br	22

NB planting distances relative to building foundations – engineer's advice to be sought with regard to soil type and foundation design.

November 2005



7. CONCLUSIONS AND RECOMMENDATIONS

The buildings surveyed appear to date from the 1960's with some small alterations and additions. They comprise a 'Tyler' brand 3 bay, multi-purpose farm barn, incorporating cattle pens, milking parlour, stores, tractor shed, grain store and newer farm office and rest room.

The asbestos (Chrysotile) identified during the survey consisted, mainly, of corrugated cement roof and wall sheeting with associated cement guttering and down pipes. This material was found to be in good condition, generally with only light damage to a few sheets. Some unused corrugated cement sheeting was also found stacked on the ground beside the barn. The resin toilet cistern in the Rest Room in Barn 3 was found to contain asbestos (Amosite) and is in good condition. All this material, with the exception of the pile of disused cement sheeting can be managed by: labelling, regular inspection and the provision of information to staff and others who may come into contact with it. The pile of unused asbestos cement sheeting should be removed as soon as is practicable and disposed of as Special Waste using licensed waste contractors. It should be noted that the use of all asbestos containing materials is now prohibited by law.

Other asbestos (Amosite) containing material was found in the form of a damaged, poorly sealed, insulating board ceiling and associated floor debris in the Workshop building adjacent to Barn 2. The damage to this ceiling consists of two holes, approximately 300m² in size, leaving exposed, unsealed edges. The sample of debris was found beneath one of these areas of damage, but it was difficult to assess the extent of the debris because of the large amount of straw, animal dung, disused equipment, tools and other stored items on the floor. The ceiling boards should be removed under controlled conditions and the whole area decontaminated by removal of all the contents of the room. In the interim, the building should be secured and access to it prohibited until remedial measures have taken place and the building declared safe to enter. A warning sign should be placed at the entrance to this effect and staff informed.

Other materials sampled were linoleum flooring, bitumen felt and another instance of ceiling board but none was found to contain asbestos. Detailed recommendations for all items surveyed can be found in Appendix 4: 'Material Assessment data Sheets'.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- ☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- ☐ It is certified that the transaction effected does not form part of a larger transaction or of a series of Transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- ☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title Number(s) of the Property *Leave blank if not yet registered.*

3. Property

HOTHE COURT FARM BLEAN CANTERBURY KENT as shown edged red upon Plan and coloured pink on plan 2

4. Date

5. Transferor *Give full name(s) and company's registered number, if any.*

THE MASTER BROTHERS AND SISTERS of the HOSPITAL OF ST THOMAS THE MARTYR EASTBRIDGE (otherwise Eastbridge Hospital) registered charity number 213319 by and with the consent of THE RIGHT HONORABLE AND MOST REVEREND FATHER IN GOD ROWAN BY DIVINE PROVIDENCE LORD ARCHBISHOP OF CANTERBURY PRIMATE OF ALL ENGLAND AND METROPOLITAN as Patron of the said Hospital

6. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

UNIVERSITY OF KENT at CANTERBURY

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

7. Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

THE REGISTRY CANTERBURY KENT CT2 7NN

8. The Transferor transfers the Property to the Transferee

9. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

- ☒ The Transferor has received from the Transferee for the Property the sum of *In words and figures.* ONE MILLION POUNDS PLUS VALUE ADDED TAX (£1,000,000.00)
- ☐ Insert other receipt as appropriate.
- ☐ The transfer is not for money or anything which has a monetary value

10. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

- ☐ full title guarantee ☒ limited title guarantee

11. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

- ☐ The Transferees are to hold the Property on trust for themselves as joint tenants
- ☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
- ☐ The Transferees are to hold the Property Complete as necessary.

12. Additional Provisions Insert here any required or permitted statements, certificates or applications and any agreed covenants, declarations, etc.

In this clause "Plan" means the Plan annexed to this Transfer

12.1 The Property is sold together with the benefit of the following:

- 12.1.1 a right of way in common with the Seller and all others entitled with and without vehicles at all times and for all purposes over and along the land coloured yellow on the plan between the points marked "A" and "B" "C - D" "E - F" and "AA - BB" and it is hereby agreed and declared that the right of way between points "E - F" is not less than 10 metres in width
- 12.1.2 a right of entry upon the Transferee's retained land adjacent to Hothe Court Farmhouse in order to maintain and repair the boundary fence between the Property and Hothe Court Farmhouse
- 12.1.3 the exceptions and reservations contained in a Transfer dated 26 January 2000 made between the Transferor and Jacqueline Elizabeth Pearce

12.2 The Property is sold subject to the following matters:

- 12.2.1 the right of way granted by a Transfer of the property known as Hothe Court Farmhouse dated 29th April 2005 made between the Transferor (1) and David John Keir (2)
- 12.2.2 a Wayleave dated 19th December 1962 in favour of the GPO
- 12.2.3 an Agreement dated 21st March 1969 in favour of Seeboard
- 12.2.4 A deed dated 10th October 1969 in favour of South Eastern Gas Board

12.3 The Transferor excepts and reserves the following rights for the Transferor's adjoining and retained land:

- 12.3.1 a right to pass and repass with or without vehicles at all times for agricultural purposes and field maintenance only along the accessways marked "B-G - H" "H - I" "H - J" and "X - C"

12.4. The Transferee covenants with the Transferor that it will maintain the following fences in good and stockproof condition "E - R" "U - W" "L - M" "W - X" "Y - Z" and "S - T"

12.5. The Transferee further covenants with the Transferor that it will not obstruct nor permit to be obstructed nor park or allow to be parked any vehicle on any part of the right of way hereinbefore granted between the points marked "AA" and "BB" on the Plan.

12.6. The Master Brothers and Sisters of the Hospital of St Thomas Eastbridge (otherwise Eastbridge Hospital) being the Transferor certify that they have power under the trusts of the Charity to effect this disposition and that they have complied with the provisions of Section 36 of the Charities Act 1993 so far as applicable to this disposition

12.7. The Property hereby transferred will be held by the University of Kent at Canterbury an exempt charity

13. It is hereby agreed and declared ^{acquire} between the parties hereto that neither the Transferor nor its successors in title shall (by virtue of this Transfer) ~~require~~ any right of light or air which would prejudice the free use and enjoyment of any of the Transferor's adjoining or retained land for building or for other purposes and that any enjoyment of light or air had by the Transferee or its successors in title from or over any such adjoining or retained land of the Transferor shall be deemed to be had by the consent of the Transferor.

14. Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the Transfer contains Transferee's covenants or declarations or contains application by the Transferee (eg for a restriction) it must also be executed by the Transferee (all of them, if there is more than one)*

THE Common Seal of THE MASTER BROTHERS
AND SISTERS OF THE HOSPITAL OF ST THOMAS
EASTBRIDGE was affixed in the presence of:

*(Please leave at least half
a page between these executions
in order to accommodate the parties seals)*

Master

Executed as a Deed by THE MOST REVEREND
AND RIGHT HONOURABLE THE LORD
ARCHBISHOP OF CANTERBURY and sealed
With our Archiepiscopal Seal in the [third/fourth]
year of our translation

EXECUTED as a DEED by the UNIVERSITY
OF KENT AT CANTERBURY
acting by

Director

Director/Secretary

Plan 1

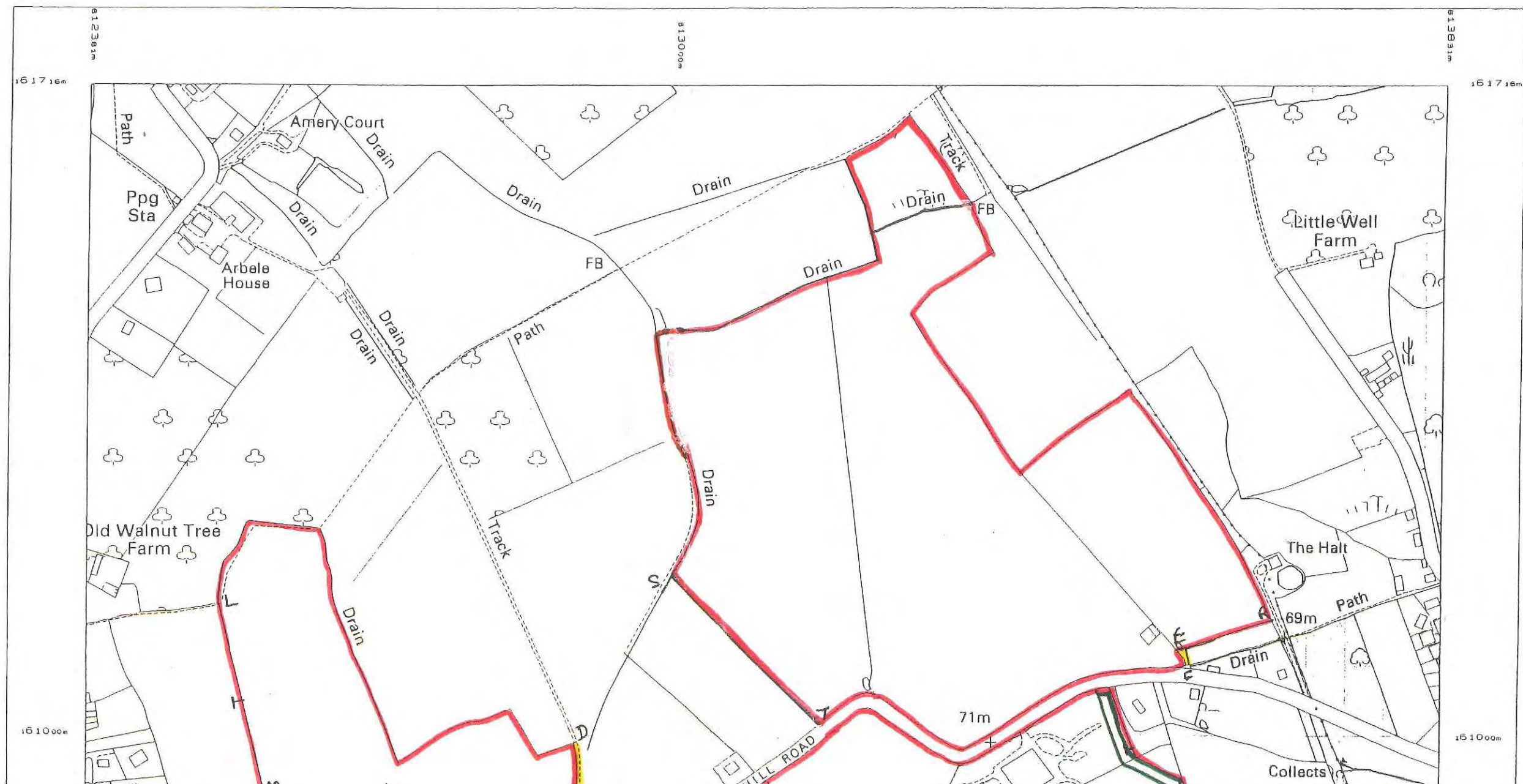
Revised 3. xi. 05

Further amended 22. xi. 0
to include right of way
between "AA - BB"

Boundary Amendment
above point S made from
the con. w. station 6 30. xi. 05

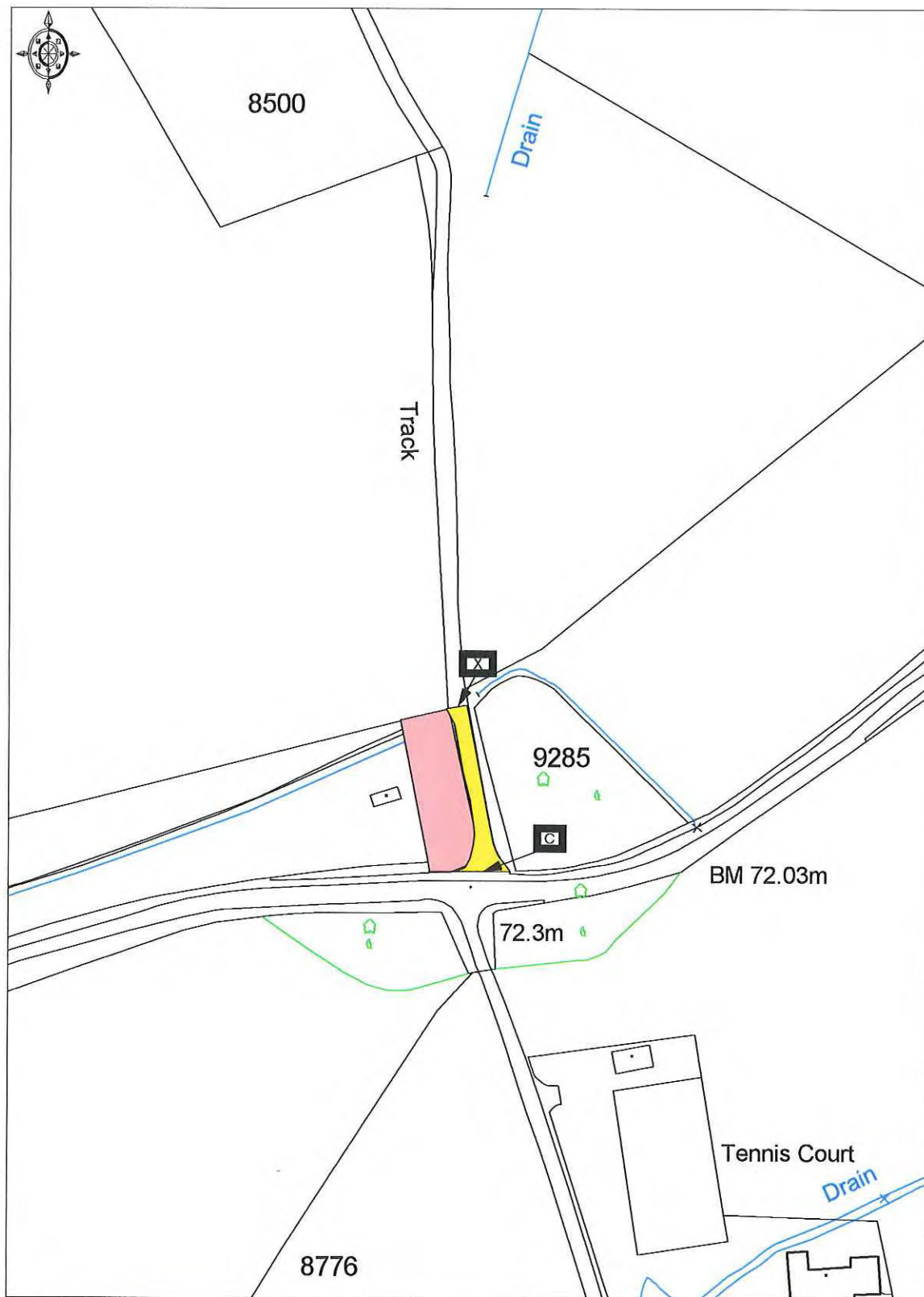
 Ordnance
Survey®

Landplan®



Hothe Court Farm Sale
Pink land and points X and C

Plan 2



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This map was created with Promap

THIS DEED OF RECTIFICATION is made the _____ day of _____ 2009 between (i) **THE MASTER BROTHERS AND SISTERS OF THE HOSPITAL OF ST THOMAS THE MARTYR EASTBRIDGE (otherwise EASTBRIDGE HOSPITAL)** Registered Charity Number 213319 by and with the consent of the **RIGHT HONOURABLE AND MOST REVEREND FATHER IN GOD ROWAN BY DIVINE PROVIDENCE LORD ARCHBISHOP OF CANTERBURY PRIMATE OF ALL ENGLAND AND METROPOLITAN** as Patron of the said hospital ("Eastbridge") (ii) **THE UNIVERSITY OF KENT AT CANTERBURY** of the Registry at the University Canterbury Kent CT2 7NZ ("UKC") of the other part and (iii) **ALAN DAVID MARTIN** of 22 Station Road Whitstable Kent CT5 1LQ ("Mr Martin")

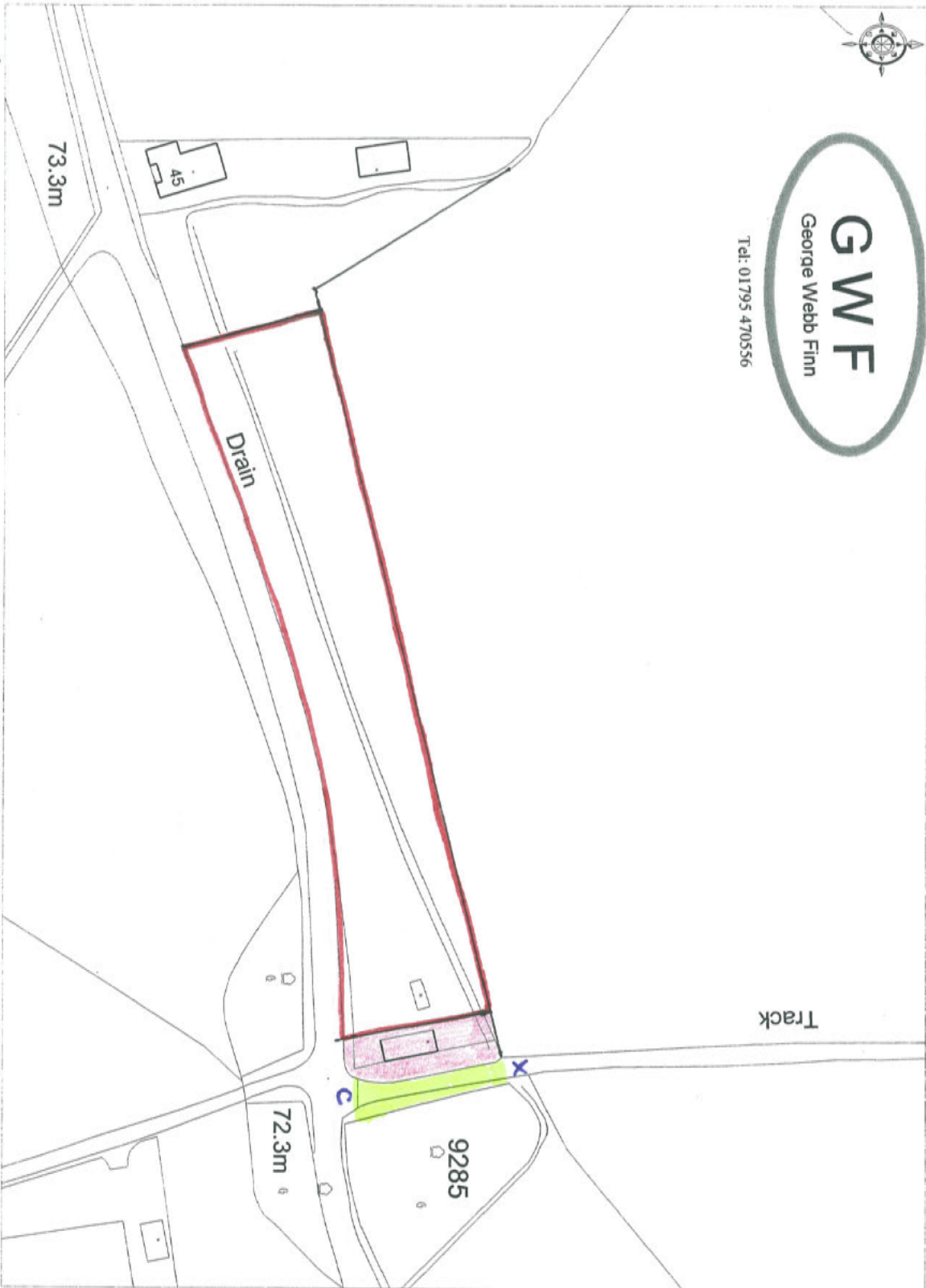
WHEREAS

1. By a Transfer dated the 28th April 2006 made between Eastbridge and UKC and in the same order (hereafter called the "UKC Transfer") certain land and premises situate at Hoath Court Farm Blean Canterbury Kent was transferred by Eastbridge to UKC together with the rights but subject to the exceptions reservations covenants and other matters more particularly referred to therein
2. Consequent upon registration at H M Land Registry of the UKC Transfer UKC is now the registered proprietor of the said land and premises (together with and subject as aforesaid) under title number K903818
3. By virtue of clause 12.3 to the UKC Transfer Eastbridge reserved unto itself for the benefit of its adjoining and retained land inter alia a right to pass with or without vehicles at all times for agricultural purposes and field maintenance only along the access way coloured yellow between the points X-C on the plan annexed hereto (hereinafter called "the Reservation")



George Webb Finn

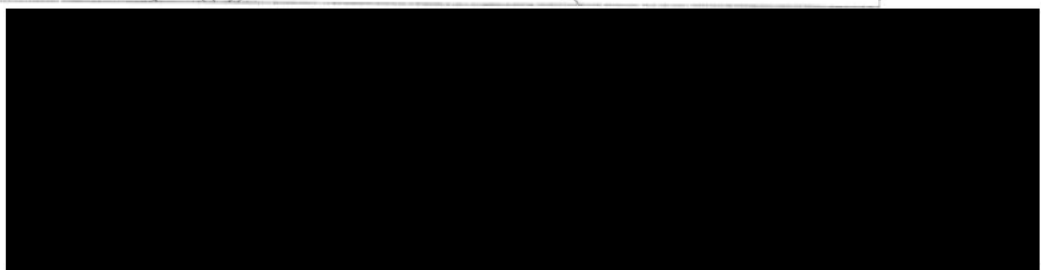
Tel: 01795 470556



Ordnance
Survey

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This map was created with Promap



4. By a Transfer dated the 2nd May 2006, made between Eastbridge and Mr Martin and in that order (hereinafter called "the Martin Transfer") the land and premises shown edged red on the said plan was transferred by Eastbridge to Mr Martin together with the benefit of a right of way for Mr Martin his successors in title and the owners and occupiers for the time being with or without vehicles at all times and for all purposes in connection with the use and enjoyment of the land thereby transferred over the land shown coloured yellow and coloured pink on the said plan
5. Eastbridge and UKC acknowledge that in order to facilitate the subsequent grant in the Martin Transfer hereinbefore mentioned the Reservation in the UKC Transfer should have extended to the land coloured pink on the said plan
6. To the extent that this error is recognised and acknowledged by the parties hereto and with the object and intent of enabling the grant of the right of way as envisaged by the Martin Transfer to be used and enjoyed by Mr Martin the parties hereto have agreed to enter into this Deed of Rectification

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the agreement Eastbridge and UKC hereby declare that clause 12.3 of the UKC Transfer shall be read and construed as if the same extended to all of the said land coloured yellow and coloured pink on the plan and they hereby together apply to the Chief Land Registrar to make the appropriate amendment in the registers of the said Title Number K
2. UKC and with Full Title Guarantee hereby grants unto Mr Martin his successors in title and the owners and occupiers for the time being a right of way with or without vehicles at all times and for all purposes in connection with the use and enjoyment of the land transferred in the Martin Transfer over the said land coloured pink on the plan and for

the avoidance of doubt it is hereby acknowledged by the parties hereto that Mr Martin already enjoys the benefit of a like right over the said land coloured yellow on the plan and by a virtue of the Martin Transfer

3. Insofar as he may have gained any tenancy under the Landlord & Tenant Act 1954 over the said land coloured pink on the plan and in consideration of the grant to him and his successors in title and the owners and occupiers for the time being contained in clause 2 hereof Mr Martin hereby and with full title guarantee surrenders unto UKC all or any such right to which he may be entitled
4. The Master Brothers and Sisters of The Hospital of St Thomas Eastbridge (otherwise Eastbridge Hospital) being the transferor of this deed certify that they have power under the trusts of the Charity to effect this disposition and that they have complied with the provisions of section 36 of the Charities Act 1993 so far as applicable to this disposition
5. IT IS HEREBY CERTIFIED that the land transferred is held by the Master Brothers and Sisters of the Hospital of St Thomas Eastbridge (otherwise Eastbridge Hospital) a non-exempt Charity and this Transfer is not one falling within paragraph (a)(b) or (c) of Section 36(9) of the Charities Act 1993 so that the restrictions on disposition imposed by Section 36 of that Act apply to the land
6. It is certified that the transaction effected by this document does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £125,000.00

Signed as a Deed by The Master Brothers and)
Sisters of the Hospital of St Thomas the Martyr)
Eastbridge in the presence of: -)

Witness Signature:

Witness Name:

Witness Address:

Signed as a Deed by The University of Kent at)
Canterbury in the presence of: -)

Witness Signature:

Witness Name:

Witness Address:

Signed as a Deed by Alan David Martin
in the presence of: -

)
)

Witness Signature:

Witness Name:

Witness Address:

Appendix II

Letter from Kent County Council

Avison Young

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Kent County Council Requirements Regarding UKC Proposal for Blean Primary School Site

Kent County Council has been in discussion with the University of Kent's (UoK) agents regarding the proposed development of land to the north of the University (Canterbury Campus), which abuts the Blean Primary School (BPS). UoK is investigating the potential to purchase the Blean Primary School site to provide a secondary access to the development.

KCC's Assistant Director of Education (Marisa White) has discussed this proposal with the school's Head and Chair of Governors, who are agreeable in principle to the proposal.

Blean Primary School is a 420 place/2 Form Entry (FE) school and is currently a KCC Maintained School.

Discussions have taken place internally between Education, Estates, Disposals and Development Investment (s106). KCC would be agreeable to the disposal of the Blean Primary School site subject to the following requirements being met:

- Provision of a new school site within the development capable of re-providing Blean Primary School to meet all current standards. Site size is to be 2.05Ha (minimum) and provided according to KCC's [General Transfer Terms](#).
- Provision of a 2FE school build (either direct provision or full funding to enable KCC to build and open with nil cost exposure).
- Valuation - Section 123 of the Local Government Act – best consideration factoring in “Stokes v's Cambridge” principles, where appropriate, reflecting any wider scheme value share.
- No loss of education/sports time i.e., fully functioning 2FE school to be open prior to transfer of BPS site.
- Approvals:
 - Formal KCC approvals (Key Decision from relevant Cabinet Member & Director sign off on final terms & conditions to be agreed)
 - Section 77 of the Schools Standards and Framework Act 1998 – Self-certified consent to dispose of and replace playing fields – requires like-for-like or betterment of existing facilities.
 - Schedule 1 Consent Academies Act 2010 – to dispose of or change the use of school land & buildings (anticipated timeframe – 12 to 18 months)
 - BPS agreement to leases/disposal subject to their funding agreement.
 - Amendments to BPS Lease
 - The above approvals can be run in parallel.
- UoK to provide undertaking for KCC's reasonable Legal, Surveyor, Consultant, Valuation and Officer Fees.

Please note:

- The above does not take account of the requirement for additional primary education places necessary to meet the needs of the new development which

will be covered under a separate s.106 agreement. It deals solely with the re-provision of Blean Primary School.

- BPS's current land take is 2.43Ha.

Vicky Thistlewood

Kent County Council – Development Investment Team, Growth & Communities

[REDACTED]

2 October 2023