

DATE:

202

DOVER DISTRICT COUNCIL

and

THE KENT COUNTY COUNCIL

and

[REDACTED]

and

[REDACTED]

and

[REDACTED]

**PLANNING OBLIGATION BY DEED OF
AGREEMENT Pursuant to Section 106 of the Town and
Country Planning Act 1990 (as amended)**

Relating to the development
of land on the south side of
Coombe Valley Road, Dover

Ref: **DOV/20/01237**

have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed the need for which would not be generated but for the Development.

- (6) The District Council resolved on 12 August 2021 to grant planning permission to carry out the Development subject to the prior completion of this Deed and the conditions to which the Planning Permission is expressed to be subject.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following words and phrases shall have the following meanings:

- 1.1. "Act" means the Town and Country Planning Act 1990;
- 1.2. "Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Land save that (for the purposes of this Deed and for no other purpose) operations consisting of:
- (a) site clearance; and/or
 - (b) demolition work; and/or
 - (c) archaeological investigations; and/or
 - (d) investigations for the purpose of assessing ground conditions; and/or
 - (e) remedial work in respect of any contamination or other adverse ground conditions; and/or

(f) diversion and laying of services; and/or

(g) erection of any temporary means of enclosure; and/or

(h) the temporary display of site notices or advertisements

shall not amount to commencement of development and the term "Commence Development" shall be construed accordingly;

- 1.3.** "Contributions" means the County Council Contribution; the NHS Contribution; the Public Open Space Contribution; and the SPA Contribution;
- 1.4.** "County Council Contribution" means the sum of £21,575 (twenty one thousand five hundred and seventy five pounds) to be used primarily towards the provision of secondary education in Dover District and/or for such other purposes as is agreed between the Owner and the County Council acting reasonably;
- 1.5.** "County Council's Costs" means the agreed contribution to the County Council's proper and reasonable legal and administrative costs for the preparation, execution and registration of this Deed;
- 1.6.** "Development" means the development of the Land consisting of the erection of a four storey building incorporating 40no. flats with new vehicle access, parking and landscaping (existing

- buildings to be demolished);
- 1.7.** “Disputes Resolution Procedure” means the procedure referred to in clause 15;
- 1.8.** “District Council’s Costs” means the sum of £880 being the agreed contribution to the District Council’s proper and reasonable legal and administrative costs for the preparation, execution and registration of this Deed;
- 1.9.** “Draft Conditions” means the draft conditions to be attached to the Planning Permission set out at Appendix 1 to this Deed;
- 1.10.** “Dwelling” means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;
- 1.11.** “Head of Planning, Regeneration and Development” means the officer of the District Council from time to time that is responsible for planning, regeneration and economic development;
- 1.12.** “Index” means:
- a) in relation to the County Council Contribution the General Building Cost Index as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors; and
 - b) in relation to the contributions payable to the District Council the "All Items" index

figure of the Index of Retail Prices
published by the Office for National
Statistics

or such other index as the District Council
and/or the County Council may reasonably
nominate in the event that the Index of Retail
Prices or the General Building Cost Index shall
no longer be published or its name or
methodology be materially altered;

1.13. “Interest” means interest at 4 per cent above the base
lending rate of the Bank of England from time to
time;

1.14. “Land” means the site adjacent to Graham Plumbers
Merchants, Construction House, Coombe Valley
Road, Dover CT17 0EN registered at the Land
Registry with title numbers K190857, K864916,
K190859 and K589792 described as land and
buildings on the south side of Coombe valley
Road against which the obligations in this Deed
may be enforced as shown edged red on Plan
1;

1.15. “NHS Contribution” means the sum of £26,280 (twenty six thousand
two hundred and eighty pounds) to be used by
NHS England and Improvement towards the
refurbishment, reconfiguration, improvements
and/or extension of primary care health facilities
in Dover;

- 1.16.** “Occupation” means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the term “Occupied” shall be construed accordingly;
- 1.17.** “Plan 1” means the plan with drawing number 001 Rev P0 entitled ‘Location Plan’ attached at Appendix 2 of this Deed;
- 1.18.** “Planning Application” means the application for planning permission to carry out the Development on the land and given the District Council’s reference number 20/01237;
- 1.19.** “Planning Permission” means the planning permission to be granted by the District Council pursuant to the Planning Application;
- 1.20.** “Public Open Space Contribution” means the sum of £20,085 (twenty thousand and eighty five pounds) to be used as a contribution towards the provision of accessible green space and children’s equipped play space at Pencester Gardens, Dover and outdoor sports facilities at Danes Recreation Ground, Dover ; and/or allotments or community gardens within Dover Town;
- 1.21.** “SPA Contribution” means the sum of £2,358.36 (two thousand

three hundred and fifty eight pounds and thirty six pence) to be used as a contribution to the Thanet Coast and Sandwich Bay SPA and Ramsar Mitigation Strategy;

- 1.22.** “Trigger Date” means each date upon which an event occurs that triggers a payment of any sum by the Owner and/or the coming into effect of any other obligation under this Deed; and
- 1.23.** “Working Day” a day other than a Saturday or Sunday or a public holiday in England and the term “Working Days” shall be construed accordingly.

2. CONSTRUCTION OF THIS DEED

- 2.1.** In the absence of any contrary provision, where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, sub-paragraph or schedule or recital in this Deed.
- 2.2.** Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3.** Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4.** Wherever there is more than one person named as a Party to this Deed and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

- 2.5.** In the absence of any contrary provision, any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6.** References to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the District Council and the County Council shall include any successor to their respective statutory functions.
- 2.7.** Where in this Deed any Party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person.
- 2.8.** Headings are for ease of reference and shall not be construed as part of this Deed.

3. LEGAL BASIS

- 3.1.** This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2.** To the extent that the obligations fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the District Council and the County Council in their respective capacities as local planning authority.
- 3.3.** All the covenants restrictions and requirements contained herein create
planning obligations pursuant to Section 106 of the Act and are

entered into by the Owner to the intent that they shall bind the Owner and their successors in title to each and every part of the Land and their assigns and shall be enforceable by the District Council and the County Council against the Owner.

4. CONDITIONALITY

- 4.1.** This Deed shall take effect upon the date hereof save for clauses 5.1, 6 and 7 which shall be conditional on and shall only take effect upon the grant of the Planning Permission and the Commencement of Development with the exception of paragraphs 1 and 2 of Part 1 and paragraphs 5 and 6 of Part 2 of the Second Schedule which shall take effect upon the grant of the Planning Permission.

5. THE OWNER'S COVENANTS

- 5.1.** The Owner covenants with the District Council and the County Council as set out in the Second Schedule.
- 5.2.** The Owner covenants with the District Council to pay to the District Council on completion of this Deed the District Council's Costs.
- 5.3.** The Owner covenants with the County Council to pay to the County Council on completion of this Deed the County Council's Costs.

6. THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner as set out in the Third Schedule.

7. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as set out in the Fourth Schedule.

8. DEVELOPER'S CONSENT

8.1. The Developer acknowledges and declares that:

8.1.1. this Deed has been entered into by the Owner with its consent; and

8.1.2. the Owner's interest shall be bound by the obligations in this Deed PROVIDED ALWAYS THAT the Developer shall otherwise have no liability under this Deed unless and until it becomes a successor in title to the Owner in which case the Developer too will be bound by the obligations in this Deed as a person deriving title from the Owner.

9. MISCELLANEOUS

9.1. If the District Council agrees pursuant to an application by the Owner under Section 73 or 73A of the Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal by the Owner under Section 78 of the Act this Deed shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 or 73A or 78 of the Act and the covenants or provisions in this Deed shall be deemed to be accordingly modified to correspond to any such varied permission.

9.2. No variation or modification of this Deed shall be valid unless made by Deed and excluded by all the Parties or their respective successors.

9.3. Where any approval consent directions action or authority is required to be given by any of the Parties hereto such approval consent directions action or authority shall (unless otherwise stated) not be

unreasonably delayed or withheld and shall only be effective if given in writing signed by or on behalf of the relevant Party and given for the purposes of this Deed.

- 9.4.** Any notice consent or approval to be given under this Deed shall be in writing and shall be deemed to be served if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the relevant Party as described in this Deed or such other address as shall have been notified in writing to the Party giving the notice consent or approval and in the case of a notice to be served on the District Council It should be addressed to the Head of Planning, Regeneration and Development quoting reference: 20/01237 and in the case of the County Council marked for the attention of the Office of the General Counsel quoting reference: KEN002:000988.
- 9.5.** Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 9.6.** This Deed is a Local Land Charge and shall be registered as such by the District Council.
- 9.7.** Nothing contained or implied in this Deed shall fetter prejudice or affect the rights discretions powers duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their respective functions as a local authority.
- 9.8.** Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.
- 9.9.** This Deed shall cease to have effect (insofar only as it has not already

been complied with) if the Planning Permissions shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

- 9.10.** No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land (or in the case of a disposal of part, the relevant part) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 9.11.** This Deed shall not be enforceable against:
- a) residential owner-occupiers or tenants of Dwellings within the Development or their successors in title or persons deriving title through or under them or their mortgagees or chargees; or
 - b) any statutory undertaker which has or acquires an interest in the Land solely for the purposes of the provision or connection of electricity, gas, water, drainage, telecommunications services or public transport services to serve the Development.
- 9.12.** Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 9.13.** No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10. WAIVER

No waiver (whether expressed or implied) by the District Council or the County Council or the Owner of any breach or default in performing or

observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council or the Owner from enforcing any of the relevant terms or conditions which they are entitled to enforce or for acting upon any subsequent breach or default.

11. CHANGE IN OWNERSHIP

The Owner agrees with the District Council and the County Council to give the District Council and the County Council written notice of any the transfer of its interest or part of its interest in the Land which occurs before all the obligations under this Deed have been discharged within 10 Working Days of such transfer, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

12. INDEXATION

12.1. The County Council Contribution shall be increased by an amount equivalent to the increase in the Index from April 2020 (Apr-20 360.3) until the date on which such sum is paid.

12.2. Any other sum referred to in this Deed (other than the District Council's Costs and the County Council's Costs) shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is paid.

13. INTEREST ON OVERDUE PAYMENTS

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

14. VAT

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

15. RESOLUTION OF DISPUTES

15.1. In the event of any dispute between the Parties either Party may invite the other Party to resolve the dispute by mediation in such manner as the Parties may agree.

15.2. Without prejudice to the exercise by the District Council or the County Council of its statutory functions in the event of a dispute between the Parties (other than the financial contributions payable as set out in this Deed which are not in dispute or a dispute relating to a matter of law or in relation to the interpretation of this Deed) the Parties agree that the matter in dispute will on the application of either of them be referred to an independent and suitable person holding appropriate professional qualifications and with at least 10 years' post-qualification experience in the relevant matters that are in dispute to be appointed (in the absence of agreement) by behalf of the President of the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert (hereinafter referred to as the "**Expert**") and it is further agreed that:

- (a) the determination of the Expert will be final and binding on the Parties save in the case of manifest error;

- (b) if the professional body referred to in clause 15.2 above does not exist or the Parties cannot agree the identity of the professional body, an independent and suitable person holding appropriate professional qualifications and with at least 10 years' post-qualification experience in the relevant matters that are in dispute shall be appointed by the President or next most senior available officer of the Law Society to determine the dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of fraud or manifest error and any costs shall be payable by the Parties in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute in equal shares;
- (c) the Parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct;
- (d) the Expert's costs will be borne in such proportions as s/he may direct failing which each Party will bear its own costs of the reference and determination and one-half each of the Expert's costs; and
- (e) the Expert will be appointed subject to an express requirement that s/he reaches his/her decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of his/her appointment to act.

15.3. This clause 15 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed, which will be subject

to the jurisdiction of the courts.

16. RIGHT OF INSPECTION

The Owner shall upon reasonable notice (without prejudice to the District Council's and the County Council's statutory rights of entry) permit any person duly authorised by the District Council or the County Council to enter that part of the Land that is being or has been developed pursuant to the Planning Permission to ascertain whether there is or has been any breach of the obligations hereunder and any such person authorised by the District Council or the County Council shall observe all reasonable site security access and health and safety arrangements PROVIDED THAT in the event of the District Council or the County Council being concerned with regard to a possible breach it shall use its reasonable endeavours to notify the Owner as soon as reasonably practicable in order that the matter may be discussed with the Owner and any remedial action agreed if appropriate but FURTHER PROVIDED THAT nothing within this clause 16 shall prevent the District Council or the County Council from exercising any statutory right of entry or inspection or from taking legal proceedings to enforce the obligations set out herein.

17. JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England.

18. DELIVERY

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

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

FIRST SCHEDULE

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

The Land comprises land as shown edged red on the Plan 1 and registered under title numbers K864916, K190857 and K190859 and K589792

SECOND SCHEDULE

The Owner's Covenants with the District Council and the County Council

The Owner covenants with the District Council and the County Council as follows:

Part 1

Notification of Commencement of Development

1. To serve written notice of intended Commencement of Development upon the District Council and the County Council not less than fourteen (14) days before the intended Commencement of Development.
2. Not to Commence Development unless at least 14 days has expired from the date upon which a written notice referred to in paragraph 1 has been served upon the District Council and the County Council.
3. Within 14 (fourteen) days after any Trigger Date to notify the District Council and the County Council of the date and the event that occurred on the Trigger Date.
4. To retain such records and information and within 14 (fourteen) days of a written request by the District Council and/or the County Council to provide the District Council and/or the County Council with such records and Information as the District Council and/or the County Council reasonably requests to enable the District Council and/or the County Council to satisfy itself that the Owner is complying with all their obligations under this Deed and the conditions to be attached to the Planning Permission.

Part 2

Payment of Contributions

1. To pay the NHS Contribution to the District Council prior to the first Occupation of any Dwelling within the Development.

2. Not to permit Occupation of any Dwelling unless and until the NHS Contribution has been paid to the District Council.
3. To pay the Public Open Space Contribution to the District Council prior to the first Occupation of any Dwelling within the Development.
4. Not to permit Occupation of any Dwelling unless and until the Public Open Space Contribution has been paid to the District Council.
5. To pay the SPA Contribution to the District Council prior to the Commencement of Development.
6. Not to permit the Commencement of Development unless and until the SPA Contribution has been paid to the District Council.
7. To pay the County Council Contribution to the County Council prior to the first Occupation of any Dwelling within the Development.
8. Not to permit Occupation of any Dwelling unless and until the County Council Contribution has been paid to the County Council.

THIRD SCHEDULE

District Council's Covenants

1. Issue of Planning Permission

1.1 The District Council shall issue the Planning Permission upon completion of this Deed.

2 Discharge of obligations

2.1 To co-operate insofar as is reasonably possible with the Owner in the performance of its obligations under this Deed.

2.2 At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

3 Use of Contributions

3.1 The District Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the District Council shall agree.

3.2 At the payee's request to return any part of the sums aforesaid which shall not have been used for the purposes set out above within a period of 10 years from the date of the payment of the last contribution together with any interest accrued and calculated from the date of receipt of the relevant sum by the District Council as evidenced by the District Council's official receipt provided that the District Council shall not be obliged to return any part of

any contribution which has been spent or contractually committed prior to the date of the request.

FOURTH SCHEDULE

County Council's Covenants

1 Discharge of obligations

- 1.1 To co-operate insofar as is reasonably possible with the Owner in the performance of its obligations under this Deed.

- 2.2 At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

3 Use of Contributions

- 3.1 The County Council hereby covenants with the Owner to use the County Council Contribution received from the Owner under the terms of this Deed for the purposes specified in this Deed for which it is to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree.

- 3.2 At the payee's request to return any part of the County Council Contribution which shall not have been used for the purposes set out above within a period of 10 years from the date of the payment of the last contribution together with any interest accrued and calculated from calculated from the date of receipt of the relevant sum by the County Council as evidenced by the County Council's official receipt provided that the County Council shall not be obliged to return any part of any contribution which has been spent or committed prior to the date of the request.

APPENDIX 1
DRAFT CONDITIONS

DOV/20/01237 – Site adj Graham Plumbers’ Merchants, Coombe Valley Road, Dover

Draft schedule of planning conditions

1. The development hereby permitted shall be begun before the expiration of 3 years from the date of this decision.

Reason: To comply with the requirements of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004 (or any legislation revoking or re-enacting that legislation with or without modification).

2. The development hereby permitted shall be carried out in accordance with the following approved plans:

Location plan 20.010/001 Rev P0 received 22/12/2020
Existing site plan 20.010/010 Rev P0 received 22/12/2020
Demolition plan 20.010/011 Rev P0 received 22/12/2020
Roof plan 20.010/021 Rev P1 received 22/12/2020
Landscaping plan 20.010/022 Rev P1 received 22/12/2020
Floor plans 20.010/030 Rev P0 received 22/12/2020
Floor plans 20.010/031 Rev P0 received 22/12/2020
Elevations 20.010/040 Rev P1 received 22/12/2020
Elevations 20.010/041 Rev P1 received 22/12/2020
Site sections 20.010/042 Rev P1 received 22/12/2020
Proposed site plan 20.010/200-100 Rev P5 received 26/02/2021
Access comparison plan received 30/07/2021
Ph 1 Contamination Risk Assessment received 12/11/2020
Acoustic Design statement received 22/12/2020
Bat survey and accompanying documents received 22/12/2020
Design and Access Statement received 22/12/2020
Planning Statement received 22/12/2020
Preliminary Ecological Appraisal received 22/12/2020
Statement of Community Involvement received 22/12/2020
Transport Statement received 22/12/2020
Archaeological Evaluation received 26/02/2021
Technical highways note received 26/02/2021
Surface water drainage strategy report received 26/02/2021
Drainage details update received 11/04/2021
Construction Management Plan received 23/04/2021
Bat survey received 30/07/2021

Reason: For the avoidance of doubt

3. No development above ground level shall take place until samples of materials to be used in the construction of the external surfaces of the building hereby permitted have been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: In the interests of visual amenity.

4. The development hereby permitted shall not be occupied until a landscaping scheme for the site has been submitted to and approved in writing by the local planning authority. The said scheme shall include hard and soft landscaping; tree/hedge/shrub planting plans; written specifications; schedules of species, sizes and proposed numbers/densities where appropriate. Thereafter, the approved landscaping scheme shall be carried out fully within 12 months of the completion of the development. Any trees or other plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species unless the local planning authority give prior written consent to any variation.

Reason: In order to protect and enhance the amenity of the area.

5. The area shown on the approved drawings as vehicle parking space and turning space shall be provided, surfaced and drained before the dwelling(s) to which it relates hereby are first occupied, and shall be retained for that use thereafter and no other development shall be carried out on that land, whether or not permitted by the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking, and re-enacting that Order with or without modification).

Reason: Development without provision of adequate parking of vehicles is likely to lead to highway safety issues to other road users.

6. No development shall take place above ground until details of bicycle storage facilities have been submitted to and approved in writing by the local planning authority. The approved bicycle storage shall be completed prior to the first occupation of the development and shall thereafter be retained solely for that purpose.

Reason: To ensure the provision and retention of adequate off-street parking facilities for bicycles in the interests of highway safety.

7. Prior to the first occupation of the development, the existing vehicular accesses to Coombe Valley Road, as shown on drawing number 20.010/010 Rev P0 shall be permanently closed and the footway reinstated in accordance with details to be submitted to and approved in writing by the local planning authority.

Reason: In the interests of highway safety.

8. No dwelling shall be occupied until the means of vehicular access to it from the highway, together with the associated works within the highway, have been provided in accordance with the approved details. The development thereafter shall be so maintained.

Reason: In the interests of road safety and convenience.

9. Before the construction of the access road/access hereby permitted, details to prevent the discharge of surface water on the public highway shall be submitted to and approved in writing by the local planning authority. The first 5m of the access measured from the edge of the highway shall be finished with a bound surface. Development shall be carried out in accordance with the approved plans.

Reason: In order to prevent the discharge of surface water on the public highway in the interests of highway safety.

10. No dwelling shall be occupied until details of measures to prevent parking within the first 25 metres of the internal access road from the junction with Coombe Valley Road have been submitted to and approved by the Local Planning Authority. The approved details shall be provided before any dwelling is occupied and retained at all times thereafter.

Reason: In the interests of highway and pedestrian safety.

11. Prior to the first occupation of the development hereby approved, cable ducting and electrical wiring suitable to facilitate any subsequent installation of 7kW 32amp OLEV compliant wall or ground mounted charge points adjacent to the car parking spaces proposed shall be installed and shall thereafter be retained such that it remains capable to providing the electricity required by any future electric vehicle charging point.

Reason: To facilitate the charging of electric vehicles as a more sustainable form of transport, in accordance with paragraph 112 of the NPPF

12. No development other than demolition and site clearance works shall take place until a detailed scheme for the disposal of foul sewage has been submitted to and approved in writing by the local planning authority. The approved scheme shall be fully implemented and operational before any of the dwellings hereby permitted are first occupied and shall be maintained in accordance with the approved scheme thereafter.

Reason: These details are required prior to the commencement of any new development to ensure the development is served by satisfactory arrangements for the disposal of foul sewage.

13. No development shall begin (except for demolition and site clearance) until a detailed sustainable surface water drainage scheme for the site has been submitted to (and approved in writing by) the local planning authority. The detailed drainage scheme shall demonstrate that due consideration has first been given to the possibility of utilising infiltration techniques and that the surface water generated by this development (for all rainfall durations and intensities up to and including the climate change adjusted critical 100-year storm) can be accommodated and disposed of within the curtilage of the site without increase to flood risk on or off-site. Should the use of infiltration prove to be beyond being reasonably practical then any surface water leaving site shall not exceed a discharge rate of 5l/s for all rainfall events. The drainage scheme shall also

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

Reason: To ensure the development is served by satisfactory arrangements for the disposal of surface water and to ensure that the development does not exacerbate the risk of on/offsite flooding. These details and accompanying calculations are required prior to the commencement of any new development as they form an intrinsic part of the proposal, the approval of which cannot be disaggregated from the carrying out of the rest of the development.

14. No building on any phase (or within an agreed implementation schedule) of the development hereby permitted shall be occupied until a Verification Report, pertaining to the surface water drainage system and prepared by a suitably competent person, has been submitted to and approved by the Local Planning Authority. The Report shall demonstrate that the drainage system constructed is consistent with that which was approved. The Report shall contain information and evidence (including photographs) of details and locations of inlets, outlets and control structures; landscape plans; full as built drawings; information pertinent to the installation of those items identified on the critical drainage assets drawing; and, the submission of an operation and maintenance manual for the sustainable drainage scheme as constructed.

Reason: To ensure that flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property and ecological systems, and to ensure that the development as constructed is compliant with and subsequently maintained pursuant to the requirements of paragraph 169 of the National Planning Policy Framework.

15. A desk top study relating to site contamination has shown that further investigation is necessary. An investigation and risk assessment shall be undertaken by competent persons and a written report of the findings shall be submitted to and approved in writing by the Local Planning Authority following demolition and site clearance works and prior to commencement of any new development. It shall include an assessment of the nature and extent of any contamination on the site, whether or not it originates on the site. The report of the findings shall include:

(i) A survey of the extent, scale and nature of contamination;

(ii) An assessment of the potential risks to:

Human health;

Property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,

Adjoining land,

Ground waters and surface waters,

Ecological systems,

Archaeological sites and ancient monuments; and

(iii) An appraisal of remedial options and identification of the preferred option(s).

All work pursuant to this Condition shall be conducted in accordance with the DEFRA and Environment Agency document Model Procedures for the Management of Land Contamination (Contamination Report 11).

Reason: To secure the safe development of the site in terms of human health and the wider environment and pursuant to the National Planning Policy Framework

16. If investigation and risk assessment shows that remediation is necessary, a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of any new development above ground level. The scheme shall include details of all works to be undertaken, proposed remediation objectives and remediation criteria, a timetable of works, site management procedures and a verification plan. The scheme shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. The approved remediation scheme shall be carried out in accordance with the approved terms including the timetable, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation scheme works.

Reason: To secure the safe development of the site in terms of human health and the wider environment and pursuant to the National Planning Policy Framework

17. Prior to commencement of any new development above ground level, a verification report demonstrating completion of the works set out in the approved remediation scheme and the effectiveness of the remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include details of longer-term monitoring of pollutant linkages and maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the Local Planning Authority. Any material imported to the site shall be laboratory certified as suitable for use.

Reason: To secure the safe development of the site in terms of human health and the wider environment and pursuant to the National Planning Policy Framework.

18. In the event that, at any time while the development is being carried out, contamination is found that was not previously identified, it shall be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment shall be undertaken and where remediation is necessary a remediation scheme shall be prepared. The results shall be submitted to the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report shall be prepared and submitted to the Local Planning Authority.

Reason: To secure the safe development of the site in terms of human health and the wider environment and pursuant to the National Planning Policy Framework

19. The scheme of acoustic glazing and ventilation shall be installed as specified in Appendix D6 of the acoustic report conducted by MLM Consulting Engineers Limited (reference DP/66201710/VV) and no dwelling shall be occupied until the relevant measures for that dwelling are in place. The acoustic glazing and ventilation measures shall thereafter be retained and maintained at all times.

Reason: In order to protect residents from noise emanating mainly from Coombe Valley Road.

20. The Construction Management Plan received on 23 April 2021 shall be fully complied with throughout the construction period, with the following addition/amendment:
During demolition and construction no noisy activity shall take place outside the following hours:
Monday to Friday: 0800 to 1800 hours
Saturday: 0800 to 1300 hours,
with no noisy activity taking place on Sundays or Bank Holidays.

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

21. No demolition works shall take place between 1st October and 31 March the following year.

Reason: In order to avoid potential disturbance to hibernating bats.

22. No demolition works shall take place unless an appropriate Bat Mitigation Licence has been obtained from the competent authorities.

Reason: In order to avoid unnecessary disturbance to protected species.

23. No works that may affect bats protected under the Wildlife and Countryside Act 1981 (or other allied legislation) shall be commenced on site, including demolition and site clearance, until a mitigation strategy, to include timescales for implementation, has been submitted to and approved in writing by the local planning authority. All works shall then proceed in accordance with the approved strategy.

Reason: These details are required prior to commencement to protect the existing populations of protected species and to improve habitat on the site.

24. No development other than demolition of existing buildings above ground level shall take place until the applicant, or their agents or successors in title, has secured the implementation of the programme of archaeological work as set out in the Specification of Archaeological Evaluation received on 26 February 2021. A report setting out the findings of the evaluation shall be provided to the local planning authority in accordance with paragraph 12.1 of that Specification. Thereafter, any further mitigation measures that may be required in accordance with paragraph 12.4 shall be carried out in accordance with a written specification and timetable which has been submitted to and approved in writing by the local planning authority.

Reason: To ensure that features of archaeological interest are properly examined and recorded.

25. None of the dwellings hereby approved shall be occupied until details have been submitted to and approved by the local planning authority for the installation of fixed telecommunication infrastructure and High Speed Fibre Optic (minimal internal speed of 1000mb) connections to serve the dwellings. The infrastructure shall be installed in accordance with the approved details during the construction of the development, capable of connection to commercial broadband providers and maintained in accordance with approved details.

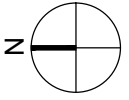
Reason: To provide high quality digital infrastructure in new developments as required by paragraph 114 NPPF.

26. No dwelling shall be occupied until pedestrian visibility splays of 1 metre x 18 metres have been provided from each side of the pedestrian crossing point at the access to the site with no obstructions over 0.6m in height above footway level within those visibility splays. The visibility splays shall be retained as such at all times thereafter.

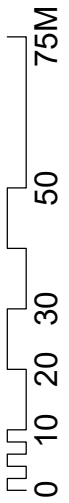
Reason: In the interests of highway safety.

APPENDIX 2

THE PLAN



 Red line boundary



Units: 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000
7 448 43 20 308 6220 | London | 0203 200 0000
www.hollaway.co.uk | info@hollaway.co.uk | www.hollaway.co.uk
www.hollaway.co.uk | info@hollaway.co.uk | www.hollaway.co.uk

Project | COOMBE VALLEY RD
DOVER
Client | LIVINGSTON HOMES LTD
Title | LOCATION PLAN
Status | PLANNING

Scale (A3) | 1:1250 **Date** | 14.10.2020 **Drawn** | CC **CHK'd** | VL

Project Number | 20.010 001 **Revision** | P0

Hollaway

EXECUTED AS A DEED)
BY AFFIXING THE COMMON)
SEAL OF DOVER DISTRICT COUNCIL)
in the presence of:-)

Authorised Signatory

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

Authorised Signatory

EXECUTED AS A DEED by)
GRAHAM SPENCE FISH)

in the presence of:

Witness (SIGNATURE).....

Witness name

Witness address

.....

.....

Witness occupation

EXECUTED AS A DEED by)
GERALDINE FISH)

in the presence of:

Witness (SIGNATURE).....

Witness name

Witness address

.....

.....

Witness occupation

EXECUTED AS A DEED by)
LIVINGSTON HOMES LIMITED)
acting by a Director)

Director (PRINT NAME).....

Director (SIGNATURE).....

in the presence of:

Witness (SIGNATURE).....

Witness name

Witness address

.....

.....

Witness occupation

Dated

202

- (1) **DOVER DISTRICT COUNCIL**
- and**
- ~~(2)~~ **THE KENT COUNTY COUNCIL**
- and**
- (3) **GRAHAM SPENCE FISH and
GERALDINE FISH**
- and**
- (4) **LIVINGSTON HOMES LIMITED**

**PLANNING OBLIGATION BY DEED
OF AGREEMENT**

pursuant to Section 106 of the
Town and Country Planning Act 1990
relating to Land adjacent to Graham Plumbers
Merchants, Construction House, Coombe
Valley Road, Dover CT17 0EN

Ref: 20/01237