

DATE: 17 February 2021

DOVER DISTRICT COUNCIL
and
THE KENT COUNTY COUNCIL

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 lying to the south
east of Mill Hill, Deal

THIS DEED is made the 17th day of February 2021

PARTIES

- (1) **DOVER DISTRICT COUNCIL** ("the **District Council**") of White Cliffs Business Park, Dover, Kent, CT16 3PJ; and
- (2) **THE KENT COUNTY COUNCIL** ("the **Owner**") of County Hall, Maidstone, Kent ME14 1XQ

RECITALS

- 1 The Owner is the freehold owner of the Land registered under the title numbers K74470 and TT15151.
- 2 The Kent County Council enters into this Deed only in its capacity as landowner and not as a local planning authority.
- 3 The District Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated.
- 4 The Planning Application has been submitted by the Developer to the District Council seeking permission to undertake the Development and the parties hereto 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.
- 5 The District Council resolved on 21st May 2020 to grant the Planning Permission to subject to the prior completion of this Deed and the conditions to which the Planning Permission is expressed to be subject.

NOW THIS DEED WITNESSETH as follows:

1 DEFINITIONS AND INTERPRETATION

In this Deed the following words and phrases shall have the following

meanings:

"the Act"

means the Town and Country Planning Act 1990 (as amended)

"Affordable Housing"

means affordable housing as defined in Annex 2 to the National Planning Policy Framework (or any future policy or guidance document that replaces or supplements it from time to time) and shall be provided in accordance with the provisions of Part 1 of Schedule 1 to this Deed

"Affordable Housing Commuted Sum"

means a commuted sum calculated in accordance with the formula used for calculating Affordable Housing contributions prevailing at the date of this Deed and to be agreed in writing between the Owner and the District Council (each party acting reasonably) and to be paid by the Owner to the District Council which should be sufficient to provide Affordable Housing outside of the Development and which shall be used by the District Council towards the provision of Affordable Housing within the district of Dover

"Affordable Housing Plan"

means a plan to be submitted to the District Council in accordance with the provisions of Part 1 of Schedule 1 to this Deed setting out the number, location, size, tenure, type and specification of the Affordable Housing Units to be constructed on

the Land

“Affordable Housing Units”

means thirty percent (30%) of the Dwellings to be provided as Affordable Housing and in accordance with the Affordable Housing Plan and shall be provided in accordance with the provisions of Part 1 of Schedule 1 to this Deed

“Housing Allocation Policy”

means the District Council’s policy in force from time to time in respect of the allocation of affordable housing units

“Commencement of the Development”

means the Development on the Land by the carrying out of a material operation pursuant to the Planning Application within the meaning of section 56(4) of the Act save that the following shall be excluded as a material start for the purposes of this Deed and for no other purpose;

- (a) site clearance
- (b) demolition work
- (c) archaeological investigations
- (d) investigations for the purpose of assessing ground conditions
- (e) remedial work in respect of any contamination or other adverse ground conditions
- (f) diversion and laying of services (including any pipes and cabling)

- (g) erection of temporary means of enclosure
- (h) the temporary display of site notices or advertisements

and all references to
"Commencement" and
"Commence" shall be construed accordingly

"Community Learning Contribution"

means the sum of £2,256.23 (two thousand two hundred and fifty six pounds and twenty three pence) paid to the District Council as a contribution towards the cost of providing IT equipment for the new learners at the Deal Adult Education Centre

"Contributions"

means the Community Learning Contribution, the Social Care Contribution, the Library Contribution, the Primary Education Contribution, the Secondary Education Contribution, the NHS Contribution

"the Developer"

means Sunningdale House Developments Limited (company registration number 09323682) whose registered offices is Camburgh House, 27 New Dover Road, Canterbury, Kent, United Kingdom, CT1 3DN

"the Development"

means the erection of 88 no.

dwellings, equipped play area,
 sports field with 8 no. 15m high
 lighting columns, erection of club
 house, associated car parking, hard
 and soft landscaping in the manner
 as set out in the Planning
 Application

“the Disputes Resolution Procedure”

means the procedure referred to
 in clause 12 and set out in the
 Third Schedule hereto

“the District Council’s Costs”

means the District Council’s proper
 and reasonable legal and
 administrative costs for the
 preparation, execution and
 registration of this Deed

“Dwellings”

means the residential units
 constructed pursuant to the
 Planning Permission

“the Index - RPI”

means 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 may reasonably
 nominate in the event that the
 Index of Retail Prices shall no
 longer be published or its name or
 methodology be materially altered
 and reference to “**Index Linked**”
 shall have the same meaning

“the Index – BCIS”

means the General Building Cost
 Index as published by the Building
 Cost Information Service on behalf

of the Royal Institution of Chartered Surveyors or any successor organisation.

“Interest”

means interest at 4 per cent above the base rate of the HSBC Bank Plc from time to time

“Interest – BoE”

means interest at 6 per cent above the base rate of the Bank of England from time to time

“the Land”

means the land known as land to land lying to the south east of Mill Hill, Deal, against which this Deed may be enforced as shown more particularly edged red on the Plan attached at Appendix 1

“Library Contribution”

means the sum of £4,225.39 (four thousand two hundred and twenty five pounds and thirty nine pence) paid to the District Council as a contribution towards the additional bookstock at Deal Library

“Management Company”

means a company or body who will take over responsibility for the future maintenance of the Open Space and which definition may include a residents association established for this purpose, a management company, the Parish Council or a private limited company

“Market Housing Units”

means those Dwellings that are general market housing for sale on

the open market and are not
Affordable Housing

"Monitoring Contribution"

means the sum of £236 as a
contribution towards the District
Council's costs of monitoring the
compliance of the Development with
the terms of this Deed

"NHS Contribution"

means the sum of £66,300 (sixty six
thousand and three hundred
pounds) paid to the District Council
as a contribution towards increasing
capacity in the Deal and Sandwich
primary care network

"Occupation"

means occupation for any
purpose permitted by the Planning
Permission but does not include
occupation by personnel engaged
in the construction fitting-out or
decoration or occupation for
marketing or display or occupation
in relation to security operations of
any part of the Development and
for the avoidance of doubt in the
case of a sale of a freehold or
long leasehold interest to a third
party Occupation commences the
date of legal completion of the
sale rather than exchange of
contracts and **"Occupy"**
"Occupier" **"Occupiers"** and
"Occupied" shall be construed
accordingly

"Open Space"

means that part of the Development

to be made available for recreation by the general public in accordance with the Open Space Scheme which shall include an area of open space, the local equipped area of play, a 4G pitch and a club house constructed pursuant to the Permission and shown for identification purposes only on the Open Space Plan

“Open Space Plan”

means the plan showing the Open Space attached to this Deed at Appendix 2

“Open Space Scheme”

means the scheme to be submitted by the Owner to the District Council showing the layout and design of the Open Space, the phasing and timing of the delivery of the Open Space including details of any proposed play areas and equipment landscaping, paths and access arrangements, street furniture and fencing together with details of the proposed future management and to be provided in accordance with the provisions of Part 2 of Schedule 1 to this Deed

“Open Space Transfer”

means a transfer of the Open Space which inter alia shall contain the following provisions:

- a) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title;
- b) All easements and rights

necessary in relation to access for the benefit of the Open Space;

d) Restrictive covenants by the Management Company:

(i) Not to use or permit the Open Space to be used for any purpose other than for the provision of recreational facilities or amenity land for use by the general public as open space;

(ii) Not to use or permit the Open Space to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development

“the Plan”

means the plan showing the Land attached to this Deed at Appendix 1

“the Planning Application”

means the application for Planning Permission to carry out the Development on the Land and given the District Council’s reference number 19/00895

“the Planning Permission”

means the planning permission for the Development to be granted by the District Council pursuant to the Planning Application

“Practical Completion”

means the issue of a certificate signed by a chartered architect

which confirms that a specified housing unit has been constructed in compliance with building regulations and is completed so as to be fit for habitation as a residential housing unit, or the issue of an NHBC or Zurich insurance cover note, and **"Practically Completed"** shall have the corresponding meaning

"Primary Education Contribution"

means the sum of £292,512 (two hundred and ninety two thousand five hundred and twelve pounds) paid to the District Council as a contribution towards the expansion of Deal Primary School Planning Group

"Protected Tenant"

means any tenant or leaseholder who:

- a) has exercised any statutory right to acquire or buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit pursuant to Part V of the Housing Act 1985; or
- b) is a leaseholder of a Shared Ownership Unit and has subsequently purchased from the freeholder all the remaining equitable shares in that Shared Ownership Unit so that the said tenant or leaseholder owns the freehold of the entire Shared Ownership Unit; or
- c) has exercised a right to acquire pursuant to the Housing Act 1996 or

any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

“Registered Provider”

means a registered provider of social housing as defined in the Housing and Regeneration Act 2008

“Secondary Education Contribution”

means the sum of £362,120 (three hundred and sixty two thousand one hundred and twenty pounds) paid to the District Council as a contribution towards the expansion of Goodwin Academy and/or Sir Roger Manwood School

“Shared Ownership Lease”

means a lease to be granted for any Shared Ownership Unit which shall accord with the requirements of and be consistent with any model shared ownership lease from time to time, of the Regulator of Social Housing (or any statutory successor)

“Shared Ownership Lessee”

means the tenant of a Shared Ownership Lease;

“Shared Ownership Unit”

any of the Affordable Housing Units to be provided by a Registered Provider by way of a Shared Ownership Lease in accordance with Annex 2 of the NPPF

“Social Care Contribution”

means the sum of £12,925.44 (twelve

thousand nine hundred and twenty pounds and forty four pence) paid to the District Council as a contribution towards the provision of extra care accommodation within Dover District

“SPA Contribution”

means the sum of £4,401.32 (four thousand four hundred and one pounds and thirty-two pence) as a contribution towards the District Council's Thanet Coast SPA Mitigation Strategy

“Statutory Undertakers”

means statutory undertakers as defined in Article 2 of the Town and Country Planning (General Permitted Development) Order 2015.

Regulator of Social Housing”

means part of Homes England (as formed by Part 1 of the Homes and Regeneration Act 2008) and which is regulator of social housing within the meaning of the Homes and Regeneration Act 2008 or any successor to that function

“Trigger Date”

means each date upon which a Trigger Event occurs

“Trigger Event”

means any event that triggers a payment of any sum by the Owner and/or the coming into effect of any other obligation under this Deed

“Working Days”

any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday

2. CONSTRUCTION OF THIS DEED

- 2.1 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 to any successors to their statutory functions.
- 2.2 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment for the time being in force and shall include all statutory instruments directions orders regulations plans permissions or byelaws for the time being made issued or given under the statute or deriving validity from it.
- 2.3 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 2.4 Words importing persons include companies corporations and firms and vice versa.
- 2.5 Unless the context otherwise requires words importing the singular shall include the plural and vice versa.
- 2.6 Headings are for ease of reference only and shall not be construed as part of this Deed.
- 2.7 Reference to any recital clause schedule or paragraph (or any part of them) shall (unless the context otherwise requires) be reference to a recital clause schedule or paragraph (or any part of them) in this Deed.
- 2.8 Wherever there is more than one person named as a party or where more than one party undertakes an obligation all their obligations shall be enforceable against all of them jointly and/or against each individually unless there is an express provision otherwise.
- 2.9 Any covenant by a party to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person.

3 STATUTORY PROVISIONS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and all other enabling powers.
- 3.2 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 it 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 against the Owner.

4 CONDITIONALITY

This Deed is conditional on:

- (i) the grant of the Planning Permission; and
 - (ii) the Commencement of Development
- save for the provisions of clauses 5.2.1, 5.2.4 and Part 6 of Schedule 1 which shall take effect on the date of this Deed

5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the District Council to observe the restrictions and perform the obligations set out in the First Schedule.

5.2 The Owner covenants with the District Council:

- 5.2.1 to give notice to the District Council of the date of the Commencement of the Development not less than 14 (fourteen) days before such date occurs ("**the Commencement Notice**").
- 5.2.2 Within 14 (fourteen) days after any Trigger Date to notify the District Council of the date and the event that occurred on the Trigger Date.
- 5.2.3 To retain such records and information and within 14 (fourteen) days of a written request by the District Council to provide the District Council with such records and information as the District Council request to enable the District Council to satisfy itself that the Owner is complying with all their obligations under this Deed
- 5.2.4 To pay the District Council's Costs on the completion of this Deed.

6 THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner to perform the obligations set out in the Second Schedule.

7 MISCELLANEOUS

7.1 No person shall be liable for a breach of any of the planning obligations or other provisions of this Deed after they have irrevocably parted with all their interest in the Land or in the part of the Land in respect of which such breach

occurs pursuant to a disposal but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 7.2 This Deed shall determine and cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or modified other than at the request of the Owner by the District Council pursuant to the Act without the written consent of the Owner or if the Planning Permission expires or is otherwise withdrawn prior to the Commencement of Development.
- 7.3 If the District Council agrees pursuant to an application by the Owner under Section 73 or 73A of the Planning 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 Planning Act this Agreement 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 Planning Act and the covenants or provisions in this Agreement shall be deemed to be accordingly modified to correspond to any such varied permission
- 7.4 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: 19/00895
- 7.5 Where any approval consent directions action or authority is required to be given by the District Council 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.

- 7.6 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.
- 7.7 This Deed is a Local Land Charge and shall be registered as such by the District Council.
- 7.8 Nothing contained or implied in this Deed shall fetter prejudice or affect the rights discretions powers duties and obligations of the District Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.9 No variation or modification of this Deed shall be valid unless made by Deed and executed by all the parties or their respective successors.
- 7.10 This Deed does not nor is intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.11 Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.
- 7.12 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 7.13 This Deed shall not be enforceable against owner-occupiers or tenants of the Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 7.14 This Deed shall not be enforceable against Statutory Undertakers holding land for their operational purposes.
- 7.15 This Deed shall not be enforceable against a Registered Provider.
- 7.16 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 including any new permission granted pursuant to an application by the Owner under Section 73 or 73A of the Act) granted (whether or not on appeal) after the date of this Deed.

8 WAIVER

No waiver (whether express or implied) by the District Council or the Owner of any breach or default by another party in performing or observing any of the covenants and terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the Owner from enforcing any of the said terms or conditions which they are entitled to enforce

or from acting upon any subsequent breach or default in respect thereto by that party.

9 INDEXATION

- 9.1 Any sum which become payable under this Deed other than the District Council's Costs and the contributions set out in clause 9.2 shall be increased by an amount equivalent to the increase in the Index - RPI from the date hereof until the date on which such sum is payable.
- 9.2 The Community Learning Contribution, the Social Care Contribution, the Library Contribution, the Primary Education Contribution and the Secondary Education Contribution, shall be increased by an amount equivalent to the increase in the Index - BCIS from October 2016 (index figure 328.3) until the date on which each sum is paid.

10 INTEREST

- 10.1 In the event of any delay in making payment required under this Deed other than in respect of those contributions listed in clause 10.2 Interest shall be payable on the amount payable from the date that the relevant payment falls due to the date of actual payment.
- 10.2 In the event of any delay in making payment of the Community Learning Contribution, the Social Care Contribution, the Library Contribution, the Primary Education Contribution and the Secondary Education Contribution Interest – BoE shall be payable on the amount payable from the date that the relevant payment falls due to the date of actual payment

11 CHANGE IN OWNERSHIP

The Owner agrees with the District Council to give the District Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged (other than the sale or disposal of individual Dwellings) 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.

12 DISPUTE RESOLUTION

12.1 Any dispute between the parties under the terms of this Deed may be referred to an expert under the Dispute Resolution Procedure set out in the Third Schedule.

12.2 The decision of an expert appointed under the Dispute Resolution Procedure shall be final and binding on all of the parties to the dispute.

13 JURISDICTION

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

IN WITNESS whereof this Agreement has been duly executed as a Deed by the parties the day and year first before written

FIRST SCHEDULE

Obligations to the District Council

PART 1

AFFORDABLE HOUSING

The Owner covenants with the District Council as follows:

1 CONSTRUCTION AND USE OF THE AFFORDABLE HOUSING UNITS

- 1.1 Prior to Occupation of any Dwelling on the Land to submit the Affordable Housing Plan to the District Council for approval
- 1.2 The Owner shall construct and Practically Complete the Affordable Housing Units in accordance with the approved Affordable Housing Plan and the Planning Permission prior to the Occupation of 75% of the Market Housing Units
- 1.3 In relation to the Occupation of the Affordable Housing Units:
 - (a) from the date of Practical Completion of the Affordable Housing Units not to use the Affordable Housing Units other than for Affordable Housing; and
 - (b) the Affordable Housing Units are not to be Occupied otherwise than in accordance with the District Council's Housing Allocation Policy

save that these obligations shall not be binding on:

- (i) any mortgagee or chargee of the whole or any part of the Affordable Housing Units;
- (ii) any mortgagee or chargee of the purchaser of an individual Affordable Housing Unit;
- (iii) any purchaser from a mortgagee of an individual Affordable Housing Unit;
- (iv) pursuant to any default by the individual mortgagor;
- (v) any Protected Tenant; or .

(vi) a mortgagee or chargee of a Registered Provider (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver **PROVIDED THAT:**

(a) such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the District Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

(b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions at paragraph 1.3 of this Schedule and such provisions shall determine absolutely

2 TRANSFER OF THE AFFORDABLE HOUSING TO THE REGISTERED PROVIDER

2.1 Prior to the Occupation of 75% of the Market Housing Units on the Land to notify the District Council of the identity of the Registered Provider to which the Affordable Housing Units are to be transferred.

2.2 No more than 75% of the Market Housing Units shall be Occupied until a contract to dispose of the Affordable Housing Units has been entered into with the Registered Provider.

2.3 In the event no Registered Provider has entered into a contract to purchase the Affordable Housing Units prior to Occupation of 75% of the Market Housing Units the Owner shall notify the District Council in writing (the "**Notification**") and the District Council shall have 28 Working Days from receipt of the Notification within which to recommend a nominee to whom the Owner shall use reasonable endeavours to contract to transfer the Affordable Housing Units under the terms of this Schedule PROVIDED THAT:

- (a) if the District Council fails to recommend a nominee within 28 Working Days of the Notification then the Owner shall be permitted to either revert to a Registered Provider of its own choosing to whom it shall use reasonable endeavours to contract to transfer the Affordable Housing Units under the terms of this Schedule and the Owner shall be permitted to continue to dispose of the Market Housing Units even if in excess of the percentage contained in paragraph 2.2 of this paragraph 2 of this Schedule.

2.4 In the event that the alternative Registered Provider(s) declines or is unable to accept the transfer of some or all of such Affordable Housing Units within a period of 3 months from the date of the offer referred to in paragraph 2.3(a) of this Schedule the Owner may (at their absolute discretion) dispose of such Affordable Housing Units on the open market (as Market Housing Units) and in lieu of the on-site provision of Affordable Housing Units the Owner shall pay to the Council the Affordable Housing Commuted Sum towards the provision of alternative Affordable Housing Units within the administrative area of the District Council

PART 2

Open Space

- 1 To submit the Open Space Scheme prior to Occupation of the first Dwelling
- 2 To lay out the Open Space within the Development in accordance with the approved Open Space Scheme.
- 3 The Owner covenants not to permit or allow the Occupation of more than 75% of the Dwellings until the Open Space has been provided in

accordance with the approved Open Space Scheme.

- 4 Following completion of the Open Space the Owner shall ensure the following (in perpetuity):

- 4.1 the Open Space shall not be used for any purpose other than for the provision of public open space for the benefit of members of the public;

- 4.2 the Open Space is maintained and managed in a clean and tidy condition and free of defects and in accordance with the Open Space Scheme.

In the event of Transfer of the Open Space to a Management Company

5. In the event the Owner wishes to transfer the Open Space to the Management Company the Owner covenants as follows;
6. The Owner shall notify the District Council of its intention to transfer the Open Space to a Management Company
7. In the event the Owner serves notice of its intention pursuant to paragraph 6 above the Owner covenants not to permit or allow the Occupation of more than 75% of the Dwellings until the transfer of the Open Space to the Management Company has taken place in accordance with the Open Space Transfer

PART 3

Primary Education Contribution, Secondary Education Contribution and NHS Contribution

1. To pay 50% of the Primary Education Contribution, Secondary Education Contribution and NHS Contribution to the District Council prior to the Occupation of any Dwelling.
2. Not to permit the Occupation of any Dwelling unless and until the payment at paragraph 1 of this Part 3 has been paid to the District Council.

3. To pay a further 25% of the Primary Education Contribution, Secondary Education Contribution and NHS Contribution to the District Council prior to the Occupation of 25% the Dwellings.
4. Not to permit the Occupation of more than 25% Dwellings unless and until the payment at paragraph 3 of this Part 3 has been paid to the Council.
5. To pay the remaining 25% of the Primary Education Contribution, Secondary Education Contribution and NHS Contribution to the District Council prior to the Occupation of 50% of the Dwellings.
6. Not to permit the Occupation of more than 50% of the Dwellings unless and until the payment at paragraph 5 of this Part 3 has been paid to the Council.

PART 4

Community Learning Contribution, Library Contribution and Social Care Contribution

1. To pay the Community Learning Contribution, Library Contribution and Social Care Contribution to the District Council prior to the Occupation of any Dwellings.
2. Not to permit the Occupation of the Dwellings unless and until the payment at paragraph 1 of this Part 4 has been paid to the District Council.

PART 5

Monitoring Contribution

1. To pay a Monitoring Contribution to the District Council per Trigger Event within 21 Working Days of each respective Trigger Event.

PART 6

SPA Contribution

1. To pay the SPA Contribution to the District Council prior to the Commencement of Development.

SECOND SCHEDULE

The District Council's Covenants

1. To co-operate insofar as is reasonable with the Owner in the performance of its obligations under this Deed
2. 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. At the payee's request to return any part of the Contributions 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 such Contribution (or part thereof) together with simple interest at the base rate prevailing from time to time of HSBC Bank Plc 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
4. 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 the District Council is satisfied that such obligations have been performed

THIRD SCHEDULE

Dispute Resolution Procedure

- 1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed (other than the quantum of the Contributions) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to paragraph 1 of this Schedule or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 5 The provisions of this clause shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

APPENDIX 1

The Plan



general notes:
do not scale from the drawing, all dimensions shall be checked on site prior to commencing works.
all works shall conform to the current edition of the building regulations and other relevant statutory requirements.
all materials and workmanship shall conform with the relevant British Standard specifications and codes of practice.
this drawing is the copyright of gdm architects and shall not be copied or reproduced without permission.
the drawing shall be read in conjunction with gdm architect's health and safety risk assessment and all works shall be carried out in a safe manner, by competent persons.
drawing produced by gdm architects ltd. loding or gdm architects.

Key:

- Application site boundary
- Adjacent land owned by the applicant (none)

THIS DRAWING IS FOR THE PURPOSE OF PLANNING APPLICATION ONLY AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

THE COMMON SEAL OF THE KENT COUNTY COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF:-
[Redacted]
Authorised signatory



PLANNING ISSUE

Rev	Description	Dr	Date
1			4/6/2019

gdm architects
the master's house, college road, maidstone, kent, ME15 5YF
t: 01222 780470 e: info@gdmarchitects.co.uk w: gdmarchitects.co.uk

client: Sunningdale House Developments
project: Freeman's Way, Deal

drawing: Site Location Plan
date: 20/05/19 drawn by: ut
scale: 1 : 1250 @A3 checked: ge
FOR PLANNING

project number	drawing number	revision
3987	P001	-

APPENDIX 2
OPEN SPACE
PLAN

THE COMMON SEAL OF THE KENT COUNTY COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF:-



schedule

private

- TYPE C + D - 2 bed units (semi detached/terraced - 2 storey)
= 82 sqm g.l.a (882 sqft g.l.a)
= 26 no. total
- TYPE F - 3 bed units (semi detached/end terraced - 2 storey)
= 106 sqm g.l.a (1157 sqft g.l.a)
= 30 no. total
- TYPE H - 4 bed units (semi detached - 3 storey)
= 154 sqm g.l.a (1663 sqft g.l.a)
= 6 no. total

affordable

- TYPE A + B - 2 bed units (semi detached/terraced - 2 storey)
= 72 sqm g.l.a (774 sqft g.l.a)
= 14 no. total
 - TYPE E - 3 bed units (semi detached/terraced - 2 storey)
= 86 sqm g.l.a (927 sqft g.l.a)
= 12 no. total
- = 88 total no. dwellings**

key

- affordable housing
- artificial football pitch + clubhouse boundary fence
- roof protection zone
- residential parking (spaces not counted as parking)
= 102 no. total + garages
- unallocated residential parking
= 17 no. total
- visitor car & van parking
= 26 no. total
- football parking
= 50 no. total
- cycle parking at 1 space per bedroom
- widened parking space (obstructed)

Freemen's Way, Deal
proposed site plan



THIS DRAWING IS FOR THE PURPOSE OF PLANNING APPLICATION ONLY AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

subject to site survey and l.a. approvals
client: Sunningdale House Developments

gdm architects
gdm architects
The Millers House, College Road,
Maidstone, Kent, ME15 1TG
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number: 3987/p100L | date: mar 2020 | scale: 1:500@A1 / 1:1000@A3 | drc: lh chkal ut appd: ut

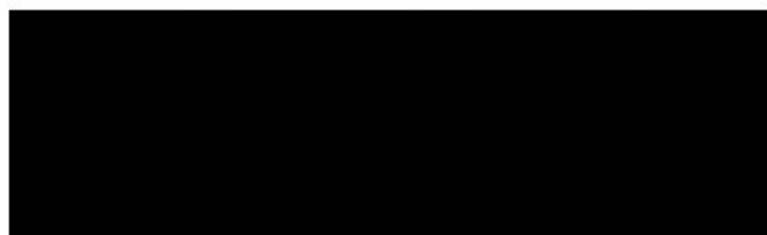
Executed as a deed by affixing the)
Common seal of **DOVER DISTRICT**)
COUNCIL in the presence of:)



16,872.

Authorised Signatory

The Common seal of)
THE KENT COUNTY COUNCIL was)
hereunto affixed in the presence of:)



Authorised Signatory 81-2021

Date 2020

- (1) **DOVER DISTRICT
COUNCIL**
- (2) **THE KENT COUNTY
COUNCIL**

**PLANNING OBLIGATION BY DEED
OF AGREEMENT**

pursuant to Section 106 of the

Town and Country Planning Act 1990

Relating to the development of land to The Rear Of

Freemens Way, Freemans Way, Deal