

DATE: 2 November 2018

**DOVER DISTRICT COUNCIL**

and

**THE KENT COUNTY COUNCIL**

and



and



---

**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 at lying to the south west of Wells Farm Eastry Sandwich

---

 **furley page**  
SOLICITORS



Ref: JL/JA0834/0001

THIS DEED is made the

2<sup>nd</sup>

day of

November

2018

### **PARTIES**

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

### **RECITALS**

- 1 The Owner is the freehold owner of the Land being part of the land registered under the title number **TT27329** ("the Title")
- 2 The District Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated.
- 3 The County Council is the County Planning Authority and Local Education Authority and is responsible for the provision of education library and social care services for the area in which the Land is situated.
- 4 The Planning Application has been submitted by the Owner to the District Council seeking permission to undertake the Development and the parties 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 22 February 2018 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 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

"Applicable House" means a single residential house to be

	constructed as part of the Development
"Applicable Flat"	means a single residential flat to be constructed as part of the Development
"Commencement of the Development"	<p>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 for the purposes of this Deed and for no other purpose operations consisting of</p> <ul style="list-style-type: none"> <li>(a) site clearance</li> <li>(b) demolition work</li> <li>(c) archaeological investigations</li> <li>(d) investigations for the purpose of assessing ground conditions</li> <li>(e) remedial work in respect of any contamination or other adverse ground conditions</li> <li>(f) diversion and laying of services</li> <li>(g) erection of temporary means of enclosure</li> <li>(h) the temporary display of site notices or advertisements</li> </ul> <p>shall not amount to commencement and all references to commencement shall be construed accordingly</p>
"Community Learning"	means provision of IT information and Learning Technology at Sandwich Adult Education Centre
"the Development"	The development of the Land by the erection of 50 Houses and for the use in the manner as set out in the Planning Application
"the Disputes Resolution Procedure"	means the procedure referred to in clause 13 and set out in the Fourth Schedule hereto
"the District Council's Costs"	means the sum of £1,025 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
"the Draft Conditions"	means the draft conditions to be attached to the Planning Permission set out in Appendix 1 to this Deed.
"Dwelling"	means Applicable Houses and Applicable Flats.
"the Index"	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
"County Council Index"	means the General Building Costs Index as prepared by the BCIS for the RICS or such other index as the County Council may reasonably nominate in the event that the Index shall no longer be published or its name or methodology be materially altered
"Interest"	interest at 4 per cent above the base rate of the HSBC Bank Plc from time to time
"the Land"	means the land known as land lying to the south west of Wells Farm Eastry Sandwich against which this Deed may be enforced as shown more particularly delineated edged red on the attached Plan
"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
"the Plan"	means the plan annexed to this Deed
"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 <b>DOV/17/01114</b>
"the Planning Permission"	means the planning permission to be granted by the District Council pursuant to the Planning Application
"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

## 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 and the County Council the successors to their respective 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 and the County Council in the case of covenants made with them 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 5.3.1, 5.3.4, 12,13 and 15

## **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 County Council to observe the restrictions and perform the obligations set out in the First Schedule.
- 5.3 The Owner covenants with the District Council and separately with the County Council:
  - 5.3.1 to give notice to both the District Council and the County Council of the date of the Commencement of the Development not less than 14 (fourteen) days before such date occurs ("the Commencement Notice").
  - 5.3.2 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.
  - 5.3.3 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 and the conditions to be attached to the Planning Permission.
  - 5.3.4 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 THE COUNTY COUNCIL'S COVENANTS**

The County Council covenants with the Owner to perform the obligations set out in the Third Schedule.

## **8 MISCELLANEOUS**

- 8.1 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 at open market value to an unconnected third party but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.2 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 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.
- 8.3 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

- 8.4 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 Regeneration and Development quoting reference DOV/17/01114 and in the case of the County Council marked for the attention of [ quoting reference ]
- 8.5 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.
- 8.6 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.
- 8.7 This Deed is a Local Land Charge and shall be registered as such by the District Council.
- 8.8 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 functions as a local authority.
- 8.9 No variation or modification of this Deed shall be valid unless made by Deed and executed by all the parties or their respective successors.
- 8.10 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.
- 8.11 Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.
- 8.12 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 8.13 This Deed shall not be enforceable against owner-occupiers or tenants of individual dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 8.14 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 WAIVER**

No waiver (whether express or implied) by the District Council or the County 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 County 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.

**10 INDEXATION**

Any sum which become payable under 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 payable.

**11 OVERDUE PAYMENT**

In the event of any delay in making payment required under this Deed interest shall be payable on the amount payable from the date that the relevant payment falls due to the date of actual payment.

**12 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 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 scale plan.

**13 DISPUTE RESOLUTION**

- 13.1 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 Forth Schedule.
- 13.2 The decision of an expert appointed under the Dispute Resolution Procedure shall be final and binding on all of the parties to the dispute.

**14 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 Application 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 14 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.

**15 JURISDICTION**

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



England and Wales.

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

## **FIRST SCHEDULE**

1. The Owner for themselves and their successors in their title covenants with the District Council and the County Council as follows:
2. To pay the sum of THREE THOUSAND THREE HUNDRED AND TWENTY FOUR POUNDS (£3,324.00) per Applicable House to the County Council towards the expansion of Sandwich Infants School. Payment to be made prior to the first Occupation of a FIFTH dwelling to be so Occupied within the Development.
3. To pay the sum of EIGHT HUNDRED AND THIRTY ONE POUNDS (£831.00) per Applicable Flat to the County Council towards the expansion of Sandwich Infants School. Payment to be made prior to the first Occupation of a FIFTH dwelling to be so Occupied within the Development.
4. To pay the sum of FOUR THOUSAND ONE HUNDRED AND FIFTEEN POUNDS (£4,115.00) per Applicable House to the County Council towards the expansion of Sir Roger Manwood Secondary School. Payment to be made prior to the first Occupation of a dwelling within the Development.
5. To pay the sum of ONE THOUSAND AND TWENTY NINE POUNDS (£1,029.00) per Applicable Flat to the County Council towards the expansion of Sir Roger Manwood Secondary School. Payment to be made prior to the first Occupation of a dwelling within the Development.
6. To pay the sum of TWENTY FIVE POUNDS AND SIXTY FOUR PENCE (£25.64) per Dwelling to the County Council towards Community Learning. Payment to be made prior to the first Occupation of a dwelling within the Development.
7. To pay the sum of FORTY EIGHT POUNDS AND TWO PENCE (£48.02) per Dwelling to the County Council towards the provision of large print books at Sandwich Library. Payment to be made prior to the first Occupation of a dwelling within the Development.
8. To pay the sum of SEVENTY SEVEN POUNDS AND SIXTY THREE PENCE (£77.63) per Dwelling to the County Council towards the provision of additional equipment at the Age Concern Centre in Sandwich. Payment to be made prior to the first Occupation of a dwelling within the Development.
9. To pay the sum of Three Thousand Forty Pounds (£3,040.00) to the District Council towards the Thanet Coast and Sandwich Bay Special Protection Area Mitigation Strategy. Payment to be made 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 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 Council shall agree
3. 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 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**

#### **The County 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 County 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 County Council shall agree
3. 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 Occupation of the last Dwelling to be so Occupied within the Development 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 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 contractually committed prior to the date of the request

#### **FOURTH 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 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  
Draft Conditions

- 1) (a) Approval of the details of the layout, scale, landscaping and appearance (hereafter called 'the Reserved Matters') shall be obtained from the local planning authority in writing before the development commences and the development shall be carried out as approved.

(b) Application for approval of the Reserved Matters shall be made to the local planning authority not later than the expiration of 3 years from the date of this permission.

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

- 2) The development hereby permitted shall be begun not later than the expiration of 2 years from the date of approval of the last of the Reserved Matters to be approved.

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

- 3) Prior to the submission of any Reserved Matters applications for any development on the site, a phased programme of works for the whole development, identifying the phases of development (including the means of access, layout of buildings, car parking and servicing arrangements) a timetable and their sequence of implementation, and identifying within each phase all areas to be developed or landscaped, shall be submitted to and approved in writing by the local planning authority. Each Reserved Matters submission shall be carried out in accordance with the approved details and programme.

Reason: In the interests of proper planning of the development.

- 4) The dwelling hereby permitted shall be carried out in accordance with the following approved documents:

Drawing no.s 654/102

654/201B – access layout

654/202C - visibility splay (south)

654/203C - visibility splay (north)

654/303B – refuse vehicle swept path

654/304A – bus swept path (south)

654/305A – car swept path

654/306A – bus swept path (north)

2806-01C – location plan

2806-2D

2806-04 – site layout plan with aerial image

2806-SK03E

2806-SK04B

2806-SK05B

2806-SK06

4102\_DR\_001 LANDSCAPE MASTERPLAN

Reason: For the avoidance of doubt.

- 5) 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.

- 6) The details pursuant to condition 1 shall show the scale and appearance of the proposed dwellings to reflect the parameters set in the Design and Access Statement shown as dwellings being of no more than 2 storey in height and influenced by local vernacular as referenced in section 4.3.

Reason: In the interests of visual amenity and impact on the character of the area.

- 7) The details pursuant to condition 1 shall incorporate measures to minimise the risk of crime. No development shall take place above ground level until details of such measures, according to the principles of the Crime Prevention through Environmental Design (CPTED) have been submitted to and approved in writing by the local planning authority. The approved measures shall be implemented before the development is occupied and thereafter retained.

Reason: In the interest of Security, Crime Prevention and Community Safety.

- 8) No development shall take place above ground level until details of all fencing, walling and other boundary treatments and a programme for their provision, have been submitted to and approved in writing by the local planning authority. The works shall be carried out in accordance with the approved details and retained thereafter.

Reason: In the interests of visual amenity.



- 9) No development above ground level shall take place until details of refuse/recycling storage have been submitted to and approved in writing by the local planning authority. The approved works shall be provided for each dwelling before the dwelling to which it relates is first occupied and shall thereafter be kept available for its approved purpose at all times.

Reason: In order to ensure satisfactory provision of onsite storage for refuse/recycling facilities.

- 10) No development above ground level shall take place until details of storage for cycles has been submitted to and approved in writing by the local planning authority. The approved cycle storage shall be provided for each dwelling before the dwelling to which it relates is first occupied and shall thereafter be kept available for its approved purpose at all times.

Reason: In order to ensure satisfactory provision of cycle storage.

- 11) No external lighting equipment shall be placed or erected within the site, until details of such equipment have been submitted to and approved in writing by the local planning authority. The submitted details shall include, inter-alia, details of measures to shield and direct light sources so as to prevent light pollution and in the interests of biodiversity. The development shall thereafter be carried out in accordance with the approved details.

Reason: To prevent light pollution in the interests of the character and amenity of the area and biodiversity.

- 12) No development above ground level shall take place until details of the proposed materials to be used in the surfacing of all access roads, parking and turning areas and pathways, and the design of kerb-stones/crossing points which shall be of wildlife friendly design, relating to the detailed element, has been submitted to and approved in writing by the local planning authority and the development shall be carried out in accordance with the approved details and a phasing plan for delivery.

Reason: To ensure a high quality external appearance to the development

- 13) The Reserved Matters details shall include full details of existing and proposed finished ground levels, sections through the application site and adjoining land, floor levels and thresholds, roof heights and street scene elevations.

Reason: These details are required prior to the commencement of the development to ensure that the development is designed and carried out at suitable levels in relation to adjoining land and buildings and in the interests of amenity and highway requirements.

- 14) The details pursuant to condition 1 shall include details of the vehicle parking and turning areas, the approved details shall be completed in accordance with a phasing plan for the construction of the dwellings and shall thereafter be kept available for parking and turning. No development, whether permitted by the Town and Country Planning (General Permitted Development)(England)Order 2015 as amended (or any order revoking and re-enacting that Order, with or without modification) or not, shall be carried out on the areas indicated or in such a position as to preclude vehicular access to them.

Reason: Development without adequate parking/turning provision is likely to lead to parking inconvenient to other road users and in the interests of road safety.

- 15) No development shall take place until a Construction Management Plan has been submitted to and approved in writing by the local planning authority. The said plan shall include details of:
- a) Routing of construction and delivery vehicles to/from the site;
  - b) Parking and turning areas for construction and delivery vehicles and site personnel;
  - c) Timing of deliveries;
  - d) Location of wheel washing facilities;
  - e) Temporary traffic management /signage;
  - f) Details of hourly and daily vehicle movements in relation to construction traffic;
  - g) Measures to ensure construction-related traffic does not impede the flow of traffic in Gore Lane.

The approved Construction Management Plan shall be fully complied with throughout the construction period.

Reason: In the interests of minimising the impact of the development during the construction phase.

- 16) There shall be no discharge of surface water onto the public highway at any time.  
Reason: In the interests of highway safety.

- 17) Prior to first occupation of the dwellings hereby approved, the vision splays as shown on the approved drawings list under condition 3 shall be provided and maintained with no obstructions over 1 metre above carriageway level within the splays.

Reason: In the interests of highway safety.

- 18) The first five metres of any, including all private, accesses from the highway edge shall be finished in a bound material.

Reason: In the interest of highway safety.

- 19) No development shall take place above ground level until the completion of the highway improvements in Gore Lane, as shown on the submitted drawings have been fully completed in accordance with the S278 entered into with the Highway Authority.

Reason: In the interests of sustainability and highways safety.

- 20) Prior to commencement of development a detailed scheme, for the laying out of the proposed footpath along the Gore Lane site frontage, together with sections, surface treatment and a timetable for implementation, shall be submitted to and approved in writing by the local planning authority and the development shall be carried out in accordance with the approved details.

Reason: In the interests of sustainability.

- 21) Prior to first occupation of each phase the following works shall be undertaken in

accordance with the approved drawings:

- a) Footways and/or footpaths, with the exception of the wearing course.
- b) Carriageways, with the exception of the wearing course but including a turning facility, highway drainage, visibility splays, street lighting, street nameplates and highway structures (if any).

Reason: In the interests of sustainability and highways safety.

- 22) No development shall take place until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work 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.

- 23) The development hereby permitted shall not be occupied until a hard and soft landscaping scheme for the site has been submitted to and approved in writing by the local planning authority. The said scheme shall include: a programme for implementation; 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.

- 24) No development shall take place until details and a programme for the provision of the new footpath at the rear of the development site has been submitted to and approved in writing by the local planning authority. The details shall include:

- Surfacing to the specification as prescribed by the Kent County Council (PRoW) Highway Authority;
- Details of the ramped profile to access the path from the existing byway and highway;
- Details of boundary treatment;
- A timetable for implementation of the works and adoption by KCC PRoW;
- Details of how vehicles will be restricted from within the site being able to enter onto the PRoW.
- Details of how the use and access to the footpath will be confirmed and managed.

Prior to completion of the development the footpath shall be completed in accordance with the approved details and programme of works as agreed by KCC Prow.

Reason: The provision of the footpath is an integral part of the proposed development and to ensure it fulfils its purpose and is readily accessible for its purpose.

- 25) The Reserved Matters details shall include a scheme for the enhancement of biodiversity on the site, including the measures which will be undertaken to mitigate harm to protected species. The approved scheme shall take account of any protected species that have been identified on the site and include a timetable for implementation. The development shall be carried out in accordance with the approved details.

Reason: These details are required prior to commencement o protect and enhance existing species and habitat on the site in the future.

- 26) No development shall take place until a drainage strategy, and a detailed scheme for the disposal of foul sewage, which shall include details of on-site works and any necessary off-site works, a programme and a timetable for its implementation, and arrangements for its long term maintenance has been submitted to and approved in writing by the local planning authority. The approved scheme shall be fully implemented in accordance with the approved programme and timetable, and shall be operational in accordance with such details, before first occupation of the development hereby permitted, and shall thereafter be maintained in accordance with the approved scheme.

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

- 27) No development shall take place until details of the proposed means of surface water disposal and an implementation timetable for the works, have been submitted to and approved in writing by the local planning authority. The development shall be implemented in accordance with the approved details and implementation timetable, and thereafter maintained as approved.

Reason: These details are required prior to the commencement of the development to ensure the development is served by satisfactory arrangements for foul and surface water sewerage disposal.

- 28) No development shall take place 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 details shall include:

- A timetable for its implementation,
- Specify the responsibilities of each party for the implementation of the suds scheme, and
- A management and maintenance plan for the lifetime of the development.

The detailed drainage scheme shall demonstrate 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. 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. The approved scheme shall be put in place in accordance with the submitted details and delivery timetable.

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/off site flooding.

- 29) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015, (or any Order revoking or re-enacting that Order with or without modification), no development shall be carried out within Part 2 Class A of Schedule 2 of that Order.

Reason: To enable the local Planning authority to regulate and control the development of land in the interests of protecting the character and amenities of the locality.

- 30) The development shall not commence until a scheme for the provision of affordable housing on the site as part of the development hereby permitted has been submitted to and approved in writing by the local planning authority. The affordable housing shall be provided in accordance with the approved scheme and shall meet the definition of affordable housing in Annex 2 (Glossary) to the National Planning Policy Framework or any future guidance that replaces it. The scheme shall include:

- (i) the numbers, type, tenure and location on the site of the affordable housing provision to be made which shall consist of not less than 30% of housing units/bed spaces;
- (ii) the timing of the construction of the affordable housing and its phasing in relation to the occupancy of the market housing;
- (iii) the arrangements for the transfer of the affordable housing to an affordable housing provider or the management of the affordable housing if no Registered Social Landlord involved;
- (iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and
- (v) the occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.

Reason: These details are required prior to the commencement of the 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.

1. A formal application for connection to the public sewerage system is required in order to service this development, please contact Southern Water, Southern House Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or [www.southernwater.co.uk](http://www.southernwater.co.uk)
2. Planning permission does not convey any approval for construction of the required vehicular crossing, or any other works within the highway for which a statutory licence must be obtained. Applicants should contact Kent County Council - Highways and Transportation (web: [www.kent.gov.uk/roads\\_and\\_transport.aspx](http://www.kent.gov.uk/roads_and_transport.aspx) or telephone: 03000 418181) in order to obtain the necessary Application Pack.

3. It is the responsibility of the applicant to ensure, before the development hereby approved is commenced, that all necessary highway approvals and consents where required are obtained and that the limits of highway boundary are clearly established in order to avoid any enforcement action being taken by the Highway Authority. Across the county there are pieces of land next to private homes and gardens that do not look like roads or pavements but are actually part of the road. This is called 'highway land'. Some of this land is owned by The Kent County Council (KCC) whilst some are owned by third party owners. Irrespective of the ownership, this land may have 'highway rights' over the topsoil. Information about how to clarify the highway boundary can be found at <https://www.kent.gov.uk/roads-and-travel/what-we-look-after/highway-land/highway-boundary-enquiries>
4. The applicant must also ensure that the details shown on the approved plans agree in every aspect with those approved under such legislation and common law. It is therefore important for the applicant to contact KCC Highways and Transportation to progress this aspect.

ere  
hed  
it do  
ilst  
ay  
y  
.  
ie  
to

APPENDIX 2  
The Plan





16300

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

D J Burt  
Authorised Signatory



8107-0660



Proposed Residential Development  
Gore Lane,  
Land at Easby,  
Kent

Location Plan

2806-01 D



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



Authorised Signatory

Executed as a deed by affixing the  
Common seal of **THE KENT COUNTY**  
**COUNCIL** in the presence of:

)  
)  
)

D.J. Bunting



Authorised Signatory

**SIGNED** and delivered as a  
deed by **CHRISTINE LESLEY**  
**JACKSON** in the presence of:-

Signature of witness:

Name (in CAPITAL LETTERS)

Address

**SIGNED** and delivered as a deed )  
by **JONATHAN SIMON** )  
**BRINDLEY JACKSON** in the )  
presence of:- )

Signature of witness:

Name (in CAPITAL LETTERS)

Address