

Dated:

3 August

2022

**Deed of Modification of Planning Obligation  
Agreement pursuant to s.106A Town and Country Planning Act 1990  
relating to Land North and South of Grove Road Preston, Kent**

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Preston Meadow Management Company Limited



Dover District Council (District Council)

 Svenska Handelsbanken Ab (PUBL)   
Handelsbanken PLC 

Lee May  
Brachers LLP  
Sommerfield House  
59 London Road  
Maidstone  
Kent ME16 8JH

Tel: 01622 690691  
lccmay@brachers.co.uk  
Ref: 409.

THIS Deed of Agreement is dated the

3<sup>rd</sup>

day of

August

2022

Between:

(1) **PRESTON MEADOW MANAGEMENT COMPANY LIMITED (Co Reg No 12423608)** of 3 Preston Meadows Preston Canterbury Kent CT3 1FU (**the First Owner**);

(2) [Redacted] (the Second

(3) [Redacted]

(4) [Redacted]

(5) J [Redacted] (the Fifth Owner)

(6) **DOVER DISTRICT COUNCIL** of White Cliffs Business Park Whitfield, Dover Kent CT16 3PJ (**the District Council**)

(7) ~~**SVENSKA HANDELSBANKEN AB (PUBL)**~~ (incorporated in Sweden) (UK Co-Regn. No. FE014392) of 4M Building, Malaga Avenue, Manchester Airport, Manchester M90 3RR (**the Fourth Property Chargee**)

**Background**

*Handelsbanken plc a company incorporated in England and Wales with company number 11305395 and whose registered office is at 3 Thomas More Square London E1W 1BY and whose address for service is Suite at Ground Floor, St Andrew's House Station Road East Canterbury Kent CT1 2BJ*

(A) The District Council is the Local Planning Authority for the purposes of the TCPA 1990 for the area in which the Site is situated.

(B) On 5<sup>th</sup> March 2015 the District Council granted planning permission for the erection of 73 residential dwellings and related infrastructure, together with the creation of meadow-land (existing buildings to be demolished) (all matters reserved) on land at Salvatori, North and South of Grove Road Preston CT3 1EF (**the Development**)

(C) By a deed dated 5<sup>th</sup> March 2015 (**the Section 106 Agreement**) the then owners of the Land together with the then owners of other land entered into planning obligations in connection with the Development pursuant to Section 106 of the TCPA 1990.

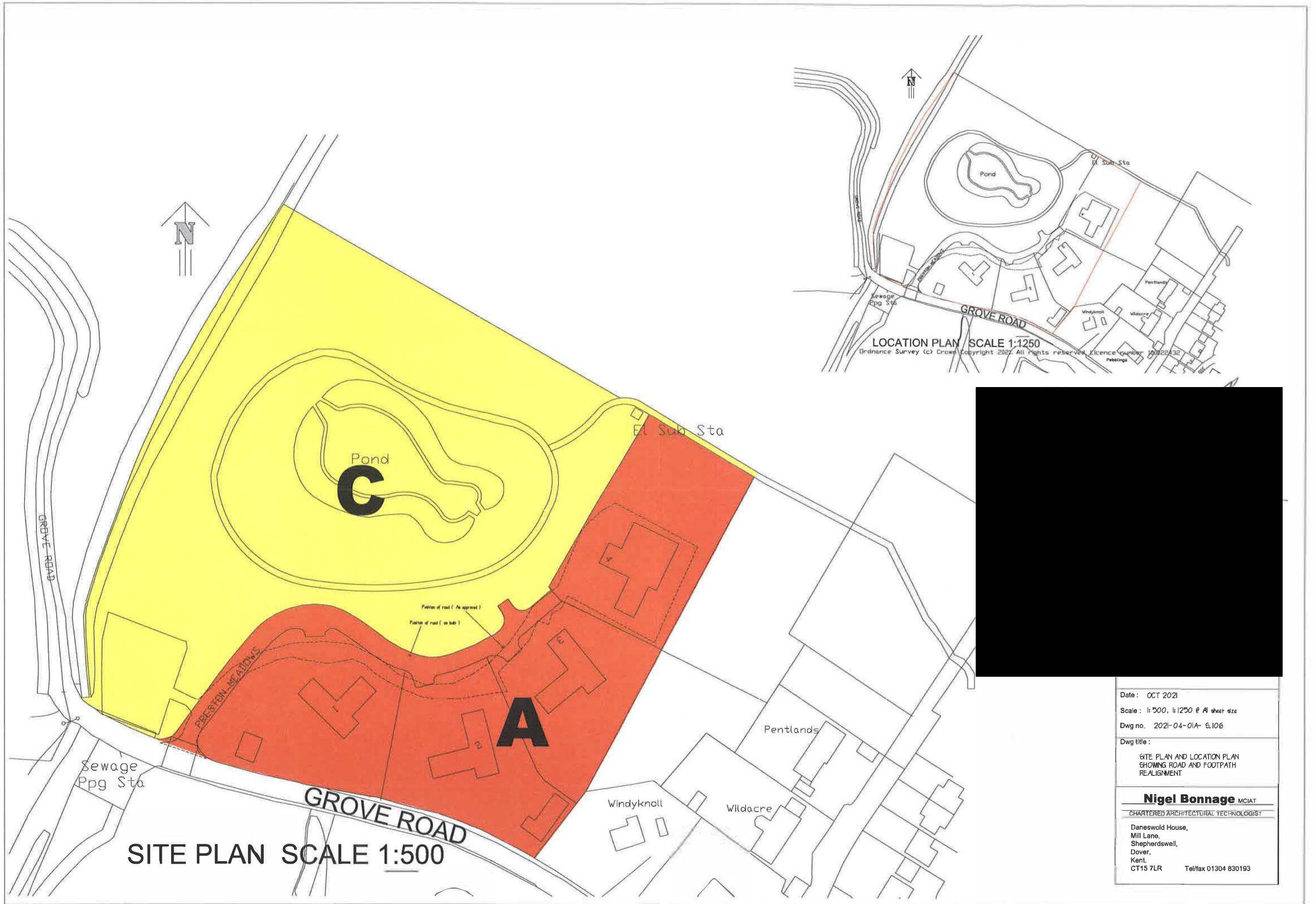
(D) By a deed dated 14<sup>th</sup> August 2017 (**the First Deed of Modification**) the Section 106 Agreement was varied pursuant to Section 106A of the TCPA 1990

(E) The planning obligations in paragraphs 1.6 and 1.7 of the Third Schedule to the Section 106 Agreement are enforceable against the Owners only and are not enforceable against any of the other parties to the Section 106 Agreement.

(F) The District Council having regard to the provisions of the Local Plan and to all other material considerations has agreed to the modification of the Planning Obligations in the manner appearing in this Deed

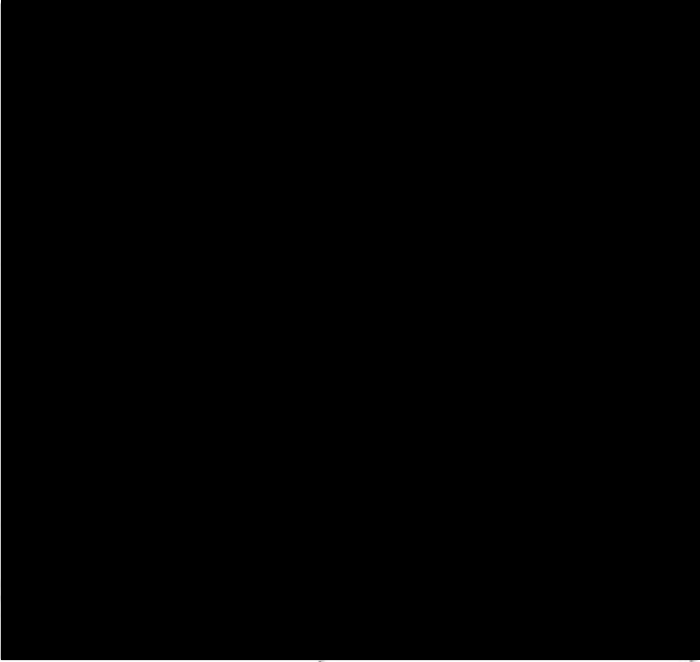
(G) The Forth Property Chargee has the benefit of a legal charge over the Fourth Property and enters into this Deed to consent to the Fourth Owner's interest being subject to the provisions of this Deed

HR



**SITE PLAN SCALE 1:500**

**LOCATION PLAN SCALE 1:1250**



Date :	OCT 2021
Scale :	1:500, 1:1250 & A1 sheet size
Dwg no. :	2021-04-01A- 6.106
Dwg title :	SITE PLAN AND LOCATION PLAN SHOWING ROAD AND FOOTPATH REALIGNMENT
<b>Nigel Bonnage</b> MCIAT	
CHARTERED ARCHITECTURAL TECHNOLOGIST	
Daneswold House, Mill Lane, Shepherdsweil, Dover, Kent. CT15 7LR Tel/fax 01304 830193	

## Operative Provisions

### 1. INTERPRETATION

#### 1.1 Definitions:

**Fifth Property:** means the part of the Land of which the Fifth Owner is the registered proprietor the title to which is registered at HM Land Registry under title number TT119935

**First Property:** means the part of the Land of which the First Owner is the registered proprietor the title to which is registered at HM Land Registry under title number K730523

**Fourth Property:** means the part of the Land of which the Fourth Owner is the registered proprietor the title to which is registered at HM Land Registry under title number TT97711

**The Land:** means The First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property and the Sixth Property.

**Owners** means: the First Owner the Second Owner the Third Owner the Forth Owner and the Fifth Owner

**Plan 3** means: the Plan attached to this Deed at annex 1 and bearing reference 2021-04-01A

**Planning Obligations:** means the planning obligations contained in paragraphs 1 to 6 of Schedule 1 of the Section 106 Agreement

**Section 106 Agreement:** means the agreement made under section 106 of the TCPA 1990 between the District Council, Daniel Anthony Salvatori, Daniel Anthony Salvatori and D A Phillips and Co Ltd, Barclays Bank, Kent County Council and Salvatori Fruit Trading Limited in relation to the Land and other land, and dated 5<sup>th</sup> March 2015

**Second Property:** means the part of the Land of which the Second Owner is the registered proprietor the title to which is registered at HM Land Registry under title number TT107610

**Sixth Property:** means the part of the Land of which the First Owner is the registered proprietor the title to which is registered at HM Land Registry under title number K909080

**Third Property:** means the part of the Land of which the Third Owner is the registered proprietor the title to which is registered at HM Land Registry under title number TT107616

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Section 106 Agreement shall have the same meaning in this deed.
- 1.3 Clause headings shall not affect the interpretation of this Deed.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to writing or written includes fax but not e-mail.
- 1.12 A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.13 Reference to clauses and Schedules are to the clauses and Schedules of this Deed.
- 1.14 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 Any words following the terms including, include, in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 Save as expressly stated to the contrary in this Deed defined words and phrases shall have the same meanings as in the Section 106 Agreement

## **2. STATUTORY PROVISIONS**

- 2.1 This Deed constitutes a planning obligation for the purposes of section 106 and Section 106A of the TCPA 1990, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owners with the intention that they bind the interest held by those persons in the Property and in their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the District Council in accordance with section 106 of the TCPA 1990.
- 2.4 The obligations under this deed shall not be enforceable against any mortgagee or charge from time to time of the whole or any part of the Land unless it takes



possession of the Land in which case it shall be bound by the obligations in this Deed as if it were a person deriving title from the Owners

### 3. MODIFICATION OF THE SECTION 106 AGREEMENT

3.1 The definition of "Meadow Land Site" in the Section 106 Agreement shall be modified to read:

"**Meadow Land Site**" means:

- (i) the land shown on Plan 1 edged in green and hatched green and lettered E; and
- (ii) the land shown on Plan 3 shaded yellow and lettered C"

3.2 The following definition shall be added to the Section 106 Agreement:

"**Plan 3**" means the plan attached to this Deed and marked Plan 3 and given reference 2021-04-01A"

3.3 The definition of "Site A" in the Section 106 Agreement shall be modified to read:

"**Site A**" means the land shown shaded orange and lettered A on Plan 3"

3.4 After Appendix 2 of the Section 106 Agreement there shall be included a new Annex 3 which shall comprise Plan 3.

3.5 In all other respects the Section 106 Agreement shall remain in full force and effect.

### 4. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the District Council.

### 5. ENDORSEMENT

Promptly following completion of this Deed the District Council shall endorse a memorandum of variation on the Section 106 Agreement in the following terms:

*"This Agreement has been varied by a deed dated [ ] and made between the District Council and Preston Meadows Management Company Ltd, Graham Dudley Venner, David Charles Mulcare, Grant David Fennell, Sarah Jane Fennell, Jeff Smith and Svenska*

*& Handelsbanken Ab (PUBL):" Handelsbanken PLC."*

*& [Signature]*

### 10. COUNCIL'S COSTS

The Covenantor shall pay to the District Council on or before the date of completion of this deed, the District Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed

### 11. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

### 12. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and delivered and takes effect on the date stated at the beginning of it.

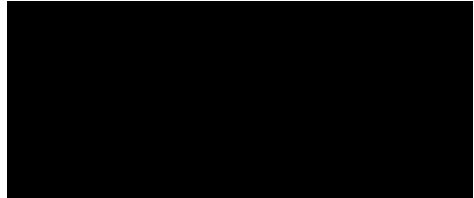
Executed as a deed by  
**DOVER DISTRICT COUNCIL**  
whose Common Seal was hereunto  
affixed in the presence of:



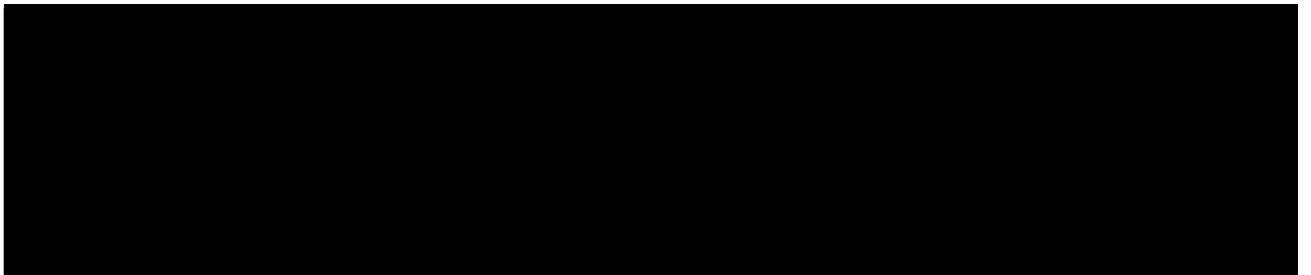
Authorised Signatory

Authorised Signatory *KE*

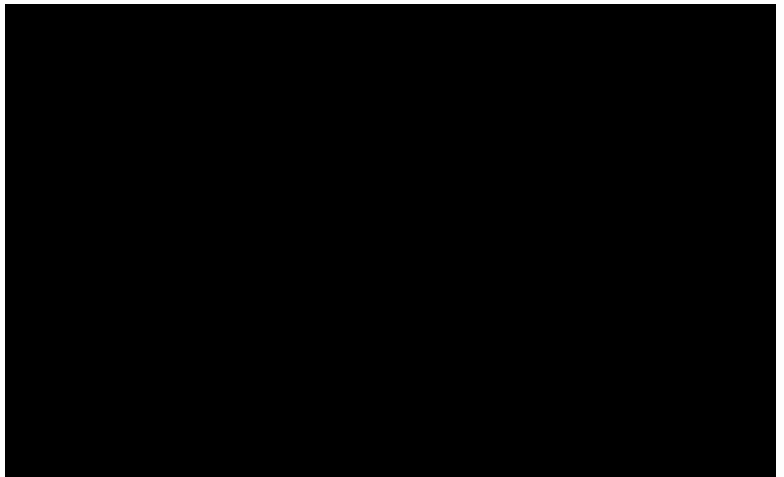
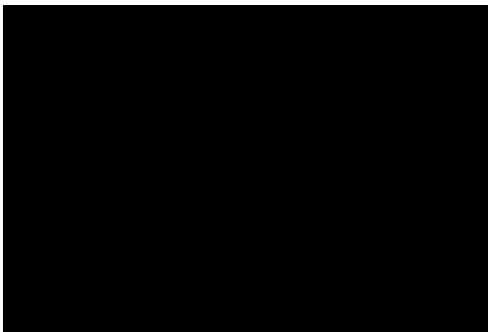
Executed as a deed by  
**PRESON MEADOW MANAGEMENT COMPANY LIMITE**



by the signature of a director  
in the presence of the undersigned:



Executed as a deed by  
in the presence of the undersigned:



[Redacted]

Witness: (signature)

Witness: (print name)

Date:

Address:

Occupation:

[Redacted]

[Redacted]

Witness: (signature)

Witness: (print name)

Date:

Address:

Occupation:

[Redacted]

Execute [Redacted]

Witness: (signature)

Witness: (print name)

Date:

Address:

Occupation:

[Redacted]



Executed as a deed by  
~~SVENSKA HANDELSBANKEN AB (PUBL)~~  
by the signature of a director in the  
presence of the undersigned:

§

SEE ATTACHED  
SHEET

Witness: (signature)

Witness: (print name)

Date:

Address:

Occupation:

Executed as a deed by [REDACTED], Corporate  
Banking Manager and [REDACTED],  
Account Manager Support as attorneys for  
Handelsbanken plc

[REDACTED]

[REDACTED] as attorney for Handelsbanken  
plc

[REDACTED] as attorney for  
Handelsbanken plc

in the presence of:

in the presence of:

[REDACTED]

Signature of witness

[REDACTED]

Signature of witness

Name of witness

**Handelsbanken**  
**Ground Floor, St Andrew's House**  
**Station Road East**  
**Canterbury, Kent CT1 2BJ**

Name of witness

**Handelsbanken**  
**Ground Floor, St Andrew's House**  
**Station Road East**  
**Canterbury, Kent CT1 2BJ**

Address of witness

Address of witness

Bank Officer

Occupation of witness

Bank Officer

Occupation of witness

