

DATE: 23 August 2022

DOVER DISTRICT COUNCIL

and

COLSTON TRUSTEES LIMITED

and

KAIROS HOMES LIMITED

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 36A Coombe Valley
Road, Dover, Kent

Ref: **DOV/21/00935**

THIS DEED is made the

23rd

day of

August

2022

PARTIES

- (1) DOVER DISTRICT COUNCIL ("the District Council") of White Cliffs Business Park, Dover, Kent, CT16 3PJ
- (2) COLSTON TRUSTEES LIMITED (Co regn no 06867955) whose registered address is 3 Temple Quay, Temple Back East, Bristol BS16DZ ("the First Owner")
- (3) KAIROS HOMES LIMITED (Co regn no 10033144) whose registered office is 16 Elm Park, Stanmore, HA7 4BJ ("the Second Owner")

RECITALS

- 1 The Owners are the freehold owners of the Land with title absolute being land registered under 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 services for the area in which the Land is situated.
- 4 The Planning Application has been submitted by the Second 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 has decided to grant planning permission pursuant to its scheme of officer delegations 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:

"Accessible Green Space Contribution"	means the sum of £960.64 towards the provision of improvements at Barwick Road amenity green space
"the Act"	means the Town and Country Planning Act 1990 as amended
"Children's Equipped Play Space Contribution"	means the sum of £3459.62 towards the improvement of the children's play area at Barwick Road, Dover
"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> <hr/> <ul style="list-style-type: none">(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(g) erection of temporary means of

enclosure

(h) the temporary display of site notices or advertisements

shall not amount to commencement and all references to commencement shall be construed accordingly

“the Community Learning Contribution”

means the sum of £164.20 towards the provision of equipment, resources and classes at Dover Adult Education Centre for the additional learners.

“the County Council”

means The Kent County Council of County Hall, Maidstone, ME14 1XQ

“the County Council Contributions”

means the Community Learning Contribution, the Library Contribution, the Social Care Contribution and the Youth Services Contribution

“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

“the Development”

The development of the Land by the erection of a three storey building containing 10no. self-contained flats

(existing buildings to be demolished)
and for use 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 Contributions”

means the
Accessible Green Space Contribution,
the Children’s Equipped Play Space
Contribution and the Outdoor Sports
Facilities Contribution

“the District Council’s Costs”

means the
sum of £1100 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.

“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

“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 36A Coombe Valley Road, Dover against which this Deed may be enforced as shown more particularly edged red on the attached Plan
"Library Contribution"	means the sum of £554.50 towards the provision of additional resources, equipment and stock
"Monitoring Fee"	means the sum of £239.00 paid as a contribution towards the costs of monitoring the compliance of the Development with the terms of this Deed
"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
"Outdoor Sports Facilities Contribution"	means the sum of £3581.20 towards the improvement of Elms Vale Recreation Ground changing rooms.

“Owners”	means the First Owner and the Second Owner together
“the Plan”	means the plan attached to this Deed at appendix 2
“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 DOV/21/00935
“the Planning Permission”	means the planning permission to be granted by the District Council pursuant to the Planning Application
“the Social Care Contribution”	means the sum of £1468.80 towards the provision of specialist care accommodation, assistive technology systems, adapting community facilities, sensory facilities and Changing Places within Dover district
“Statutory Undertakers”	means statutory undertakers as defined in Article 2 of the Town and Country Planning (General Permitted Development) Order 2015.
“the Title”	means title number K430674 registered at the Land Registry
“Trigger Date”	means each date upon which a Trigger Event occurs
“Trigger Event”	means an event that triggers a payment of any sum by the Owner and/or the coming into effect of any other obligation under this Deed

“Youth Services Contribution”

means the sum of £655.00 towards the provision of additional resources and services for the Dover Youth Service

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 Owners 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: 3, 4, 5.2.1, 5.2.4, 7.3, 7.7, 7.8, 11,12, 13 and 14

5 THE OWNER'S COVENANTS

5.1 The Owners covenant 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 and separately with the County 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 Trigger 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 and the conditions to be attached to the Planning Permission.

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 Owners 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 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.
- 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: DOV/21/00935
- 7.5 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.

- 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 or the County 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 individual 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 Owners 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 Owners 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 Owners 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

Any sum which become payable under this Deed other than the District Council's Costs shall be increased by an amount equivalent to the increase in the Index in respect of the District Council Contributions and the County Council Index in respect of the County Council Contributions from the date hereof until the date on which such sum is payable.

10 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.

11 CHANGE IN OWNERSHIP

The Owners agree 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.

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 Forth 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 RIGHT OF INSPECTION

The Owners shall upon reasonable notice (without prejudice to the District Council's) permit any person duly authorised by the District 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 shall observe all reasonable site security access and health and safety arrangements PROVIDED THAT in the event of the District Council being concerned with regard to a possible breach it shall use its reasonable

endeavours to notify the Owners as soon as reasonably practicable in order that the matter may be discussed with the Owners and any remedial action agreed if appropriate but FURTHER PROVIDED THAT nothing within this clause 14 shall prevent the District Council from exercising any statutory right of entry or inspection or from taking legal proceedings to enforce the obligations set out herein.

14 **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

The Owners covenant with the District Council and the County Council as follows:

1. To pay the Community Learning Contribution to the District Council on behalf of the County Council. Payment to be made prior to the Commencement of Development.
2. Not to permit the Commencement of Development unless and until the Community Learning Contribution has been paid to the District Council on behalf of the County Council.
3. To pay the Library Contribution to the District Council on behalf of the County Council. Payment to be made prior to the Commencement of Development.
4. Not to permit the Commencement of Development unless and until the Library Contribution has been paid to the District Council on behalf of the County Council.
5. To pay the Social Care Contribution to the District Council on behalf of the County Council. Payment to be made prior to the Commencement of Development.
6. Not to permit the Commencement of Development unless and until the Social Care Contribution has been paid to the District Council on behalf of the County Council.
7. To pay the Youth Service Contribution to the District Council on behalf of the County Council. Payment to be made prior to the Commencement of Development.
8. Not to permit the Commencement of Development unless and until the Youth Service Contribution has been paid to the District Council on behalf of the County Council.
9. To pay the Accessible Green Space Contribution to the District Council. Payment to be made prior to the Commencement of Development.
10. Not to permit the Commencement of Development unless and until the

Accessible Green Space Contribution has been paid to the District Council.

11. To pay the Outdoor Sports Facilities Contribution to the District Council. Payment to be made prior to the Commencement of Development.
 12. Not to permit the Commencement of Development unless and until the Outdoor Sports Facilities Contribution has been paid to the District Council.
 13. To pay the Children's Equipped Play Space Contribution to the District Council. Payment to be made prior to the Commencement of Development.
 14. Not to permit the Commencement of Development unless and until the Children's Equipped Play Space Contribution has been paid to the District Council.
 15. To pay the Monitoring Fee to the District Council for each Trigger Event that occurs under this Deed. Payment to be made when notification of any Trigger Event is given to the District Council in accordance with clause 5.2.2.
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SECOND SCHEDULE
The District Council's Covenants

1. To co-operate insofar as is reasonable with the Owners in the performance of its obligations under this Deed
2. The Council hereby covenants with the Owners to use all sums received from the Owners 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 Owners 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 Owners 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 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. Approval of the details of the layout, access, scale, landscaping and appearance (hereafter called "the Reserved Matters") shall be obtained from the local planning authority in writing before development commences and the development shall be carried out as approved.

Reason: To comply with the provisions of the Town and Country Planning (General Development 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 application for the approval of the reserved matters shall be made to the local planning authority not later than 3 years from the date of this permission. The commencement of development shall be begun not later than 2 years from the date of approval of the last of the reserved matters to be approved.

Reason: In pursuance of Section 192 of the Town and Country Planning Act 1990.

3. The development hereby permitted shall be carried within the application site outlined on the Site Location Plan (Plan Reference Number: TQRQM20237130558174) received 10th February 2022.

Reason: For the avoidance of doubt and to ensure that the development is carried out in accordance with the approved plans and details.

4. No development shall take place until a detailed scheme for the disposal of foul sewage, together with a programme for implementation and long term maintenance, has been submitted to and approved in writing by the local planning authority. The approved scheme shall be fully implemented and operational before the dwelling hereby permitted is first occupied and shall be maintained in accordance with the approved scheme thereafter.

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 and does not harm groundwater resources in line with paragraph 174 of the NPPF.

5. Prior to the commencement of the development hereby approved, the developer shall submit in writing measures to be undertaken to divert and/or to protect the public sewers. The measures shall be approved in writing by the local planning authority and the development shall thereafter be carried out in accordance with the approved measures.

Reason: In order to protect public sewers in the vicinity of the site.

6. No development shall take place until details of site drainage works for the disposal of the site's surface water and designed in accordance with the principles of sustainable urban drainage, have been submitted to and approved in writing by the local planning authority. The approved details shall be carried out before first occupation and the works shall be thereafter maintained in accordance with those details. No drainage systems for the infiltration of surface water to the ground are permitted other than those which are permitted by this condition.

Reason: These details are required prior to the commencement of the development in order to reduce the impact of the development on flooding, manage run-off flow rates, protect water quality and improve the appearance of the development.

7. No development shall take place above ground level until samples of the materials for all external finishes of the development have been submitted to and approved in writing by the local planning authority. The development shall be finished in

accordance with the approved materials.

Reason: In the interests of visual amenity.

8. The reserved matters application submitted shall include details of vehicle parking space, which shall be provided, surfaced and drained before the development is first occupied and shall be retained for that use thereafter whether or not 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).

Reason: In the interests of highway safety.

9. Prior to the commencement of the development hereby permitted the developer shall submit to the Local Planning Authority, and have approved in writing, a scheme of sound insulation measures such that the reasonable internal unoccupied noise levels detailed in Table 4 of British Standard 8233:2014 are met. These levels are:
- a. Living rooms during the day (0700-2300 hours) 35dB LAeq (16hr) ;
 - b. Bedrooms at night (2300-0700 hours) 30dB LAeq (8hr)

Specific reference should be made to rooms above the central access area for vehicles at ground floor leading to the rear car park, but also reference made to external commercial uses.

The details as approved shall be implemented prior to the first occupation of the flats and thereafter maintained.

Reason: To ensure that new occupiers are not unduly disturbed by existing commercial operations in the area.

10. Prior to demolition or construction processes commencing the application shall supply the local planning authority with a construction environmental management plan. The plan shall outline the sites intentions to control both dust and noise so that, as reasonably practicable, significant disturbances to amenity are not caused. The plan shall include (but not limited to):
- a. Operational times for significant noise related works
 - b. Planned delivery times
 - c. Staff arrival and departure times and processes
 - d. Parking facilities for site personnel and visitors
 - ~~e. Details of construction vehicle loading and unloading~~
 - f. Measures to prevent the discharge of surface water onto the highway
 - g. Storage of spoil heaps
 - h. Control of dust emissions from the site

i. Control of noise from the site (reference British Standard 5228)

The plan shall be approved in writing by the local planning authority and shall be fully complied with throughout the construction period.

Reason: To ensure that existing residents are not unduly affected by development at the site and in the interests of highways and pedestrian safety.

11. I. Prior to commencement of the development a desk top study shall be undertaken and submitted to and approved in writing by the Local Planning Authority. The study shall include the identification of previous site uses, potential contaminants that might reasonably be expected given those uses and any other relevant information. Using this information, a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors shall also be included.
- II. If a desk top study shows that further investigation is necessary, an

investigation and risk assessment shall be undertaken by competent persons and a written report of the findings shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the development. It shall include an assessment of the nature and extent of any contamination on the site, whether or not it originates on the site. The report of the findings shall include:

- a. A survey of the extent, scale and nature of contamination;
- b. An assessment of the potential risks to:
 - i. Human health;
 - ii. Property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
 - iii. Adjoining land,
 - iv. Ground waters and surface waters,
 - v. Ecological systems,
 - vi. Archaeological sites and ancient monuments; and
- c. An appraisal of remedial options and identification of the preferred option(s).

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

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

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

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

verification report shall be prepared and submitted to the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land, together with those to controlled waters, property and ecological systems, are minimised and to ensure that the development can be carried out safely without unacceptable risks to workers, pursuant to the NPPF.

12. No infiltration of surface water drainage into the ground is permitted other than with the written consent of the LPA. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the development does not contribute to, or is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants in line with paragraph 174 of the NPPF.

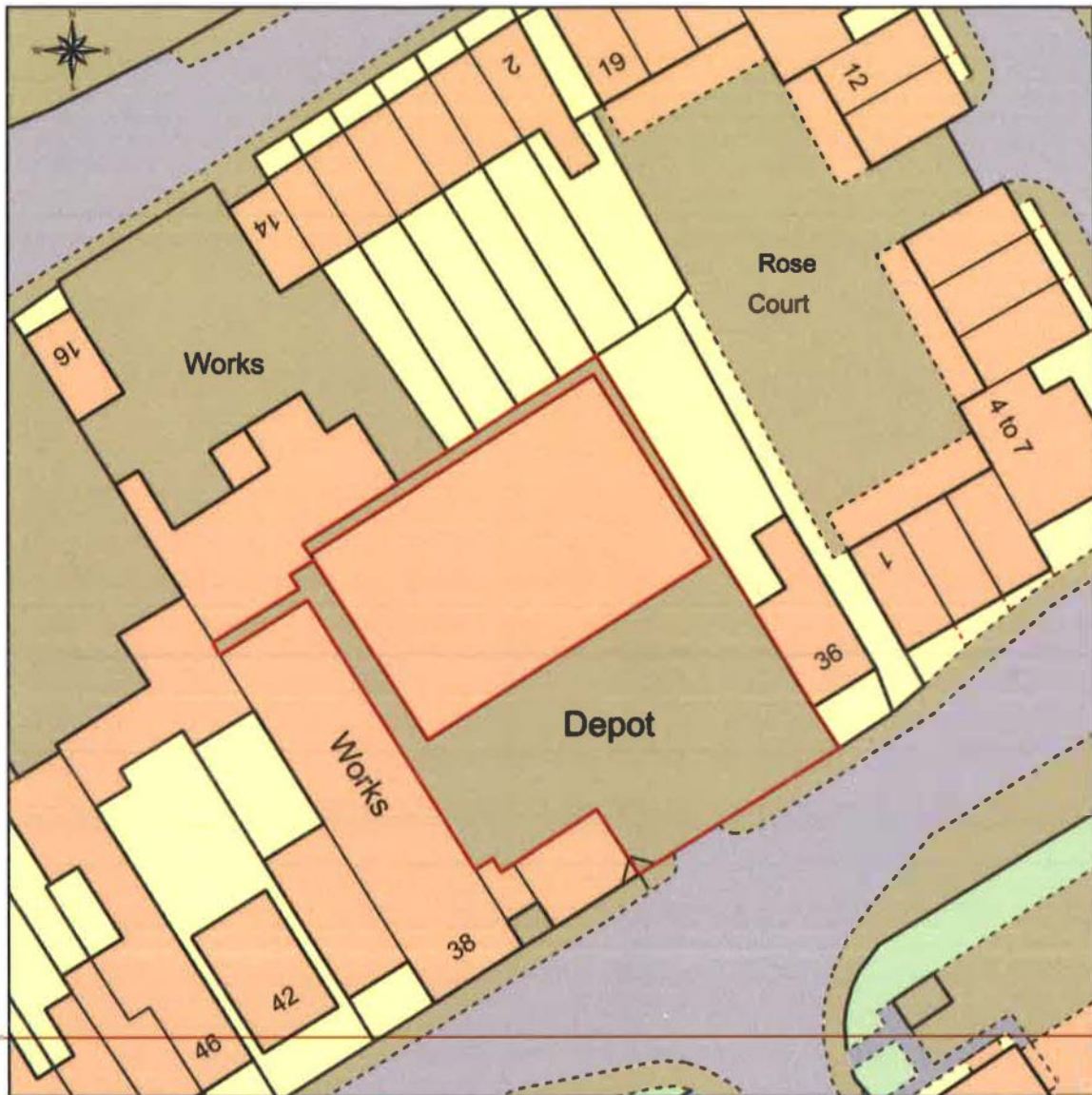
13. Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the LPA, which may be given for those parts of the site where it has been demonstrated by a piling risk assessment that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the development does not contribute to, or is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants in line with paragraph 174 of the NPPF.

APPENDIX 2

The Plan

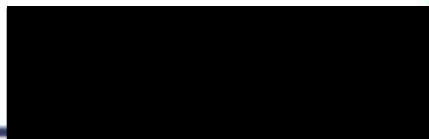
Site Plan/Block Plan of CT17 0EX



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0m 5m 10m 15m 20m 25m 30m 35m 40m

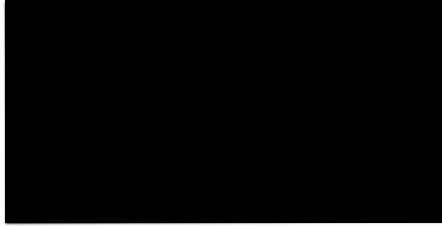
Scale: 1:500, paper size: A4



emapsite™
plans

John J. Bennett

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



14,251

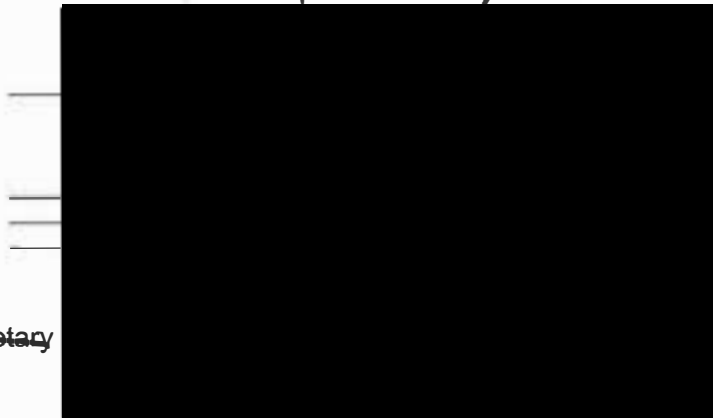
Authorised Signatory

Executed as a deed by

COLSTON TRUSTEES LIMITED

acting by *director in the presence of 2 witnesses:*

Director



~~Director/Secretary~~

(name)

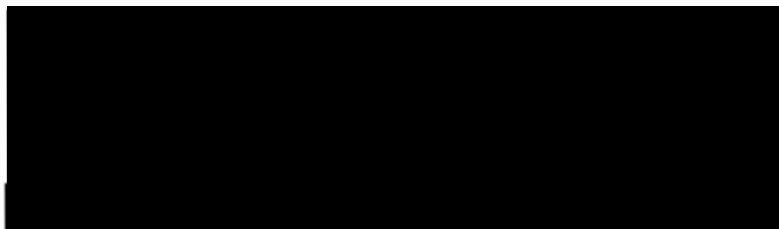


Executed as a deed by

KAIROS HOMES LIMITED

acting by:

Director



(name)
Director/Secretary



Date 23 August 2022

- (1) DOVER DISTRICT
COUNCIL
- (2) COLSTON TRUSTEES
LIMITED
- (3) KAIROS HOMES LIMITED

**PLANNING OBLIGATION BY DEED
OF AGREEMENT**

pursuant to Section 106 of the
Town and Country Planning Act 1990
relating to the development of land
at 36A Coombe Valley Road, Dover, Kent

Legal Services
Dover District Council
White Cliffs Business Park
Dover
Kent CT16 3PJ

Ref: **DOV/21/00935**