

DATE: 23 July 2023

Julian Thatcher

and

Poppy Thatcher

PLANNING OBLIGATION BY WAY OF UNILATERAL
UNDERTAKING Pursuant to Section 106 of the Town and Country
Planning Act 1990 (as amended)

Relating to the Development of land at 8 the
Street, Ash, Kent CT3 2HJ

Ref: **DOV/23/00119**

THIS DEED is made the 23rd day of July 2023

GIVEN BY

- (1) Julian Thatcher of 126 Grosvenor Terrace, London se50nl (“the First Owner”); and
- (2) Poppy Thatcher of 126 Grosvenor Terrace, London se50nl (“the Second Owner)

TO

DOVER DISTRICT COUNCIL (“the Council”) of White Cliffs Business Park, Dover, Kent, CT16 3PJ

BACKGROUND

(A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.

(B) The Owners own the Property and have made the Planning Application and are proposing to carry out the Development.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1

Definitions:

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;
- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Property.

Commencement Date: the date of Commencement of Development.

Council: DOVER DISTRICT COUNCIL of White Cliffs Business Park, Dover, Kent, CT16 3PJ

Council's Costs: the sum of £250 as a contribution towards the Council's legal and administrative cost incurred in drafting, reviewing and registering this deed.

Development: the development of the Property described in the Planning Application.

Monitoring Fee: means the sum of £236 paid as a contribution towards the Council's costs of monitoring the compliance of the Development with the terms of this deed.

Owners: means the First Owner and the Second Owner together

Plans: the plans attached to this deed.

Property: the freehold land at 8 the Street, Ash, Kent CT32HJ and land on the North side of The Street, Ash, Canterbury shown edged red on the Plans and registered at HM Land Registry under the Title.

Planning Application: an application for planning permission received by the Council on 1 January 2023 and given reference number DOV/23/00119.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Reserved Matters: means reserved matters as defined in Article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015

SPA Contribution: means the sum of £6,173 paid as a contribution towards the Council's Thanet Coast and Sandwich Bay SPA Strategic Access Mitigation and Monitoring Strategy dated September 2022

TCPA 1990: Town and Country Planning Act 1990.

Title: K656169 and K281685

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2

Clause headings shall not affect the interpretation of this deed.

1.3

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6

A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.7

A reference to the Council shall include the successors to its respective statutory functions.

1.8

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.

1.9

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.

1.10 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.

1.11

References to clauses are to the clauses of this deed.

1.12

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.

1.13

Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

2.1

This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.

2.2

The obligations contained in [Clause 3](#) of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

2.3

This deed shall come into effect on the date of grant of the Planning Permission.

2.4

The obligations contained in [Clause 3](#) of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council:

- (a) to pay the Council's Costs to the Council prior to the Commencement of Development
- (b) to pay the SPA Contribution to the Council prior to the Commencement of Development
- (c) to pay the Monitoring Fee to the Council prior to the Commencement of Development

4. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5. DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

6. LOCAL LAND CHARGE

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

7. OWNERSHIP

7.1

The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

7.2

Until the obligations in [Clause 3](#) have been complied with the Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

(a) the name and address of the person to whom the disposition was made; and

(b) the nature and extent of the interest disposed of.

8. NOTICES

8.1

A notice to be given under or in connection with this deed must be in writing and must be:

(a) delivered by hand; or

(b) sent by pre-paid first class post or other next working day delivery service.

8.2

Any notice to be given under this deed must be sent to the relevant party as follows:

(a) to the Council at: Dover District Council, White Cliffs Business Park, Dover, Kent, CT16 3PJ marked for the attention of the Head of Planning and Development;

(b) to the Owner at: 126 Grosvenor Terrace, London, SE50NL;

or as otherwise specified by the relevant person by notice in writing to each other person.

8.3

Any notice given in accordance with [Clause 8.1](#) and [Clause 8.2](#) will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

(b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.

8.4

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. 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.

10. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

Signed as a deed by JULIAN THATCHER



SIGNATURE OF OWNER

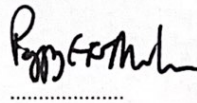
in the presence of Graham Mitchell

of Allerdale,
Weydown Road,
Haslemere,
Surrey
GU271DR



SIGNATURE OF WITNESS

Signed as a deed by POPPY THATCHER



SIGNATURE OF OWNER

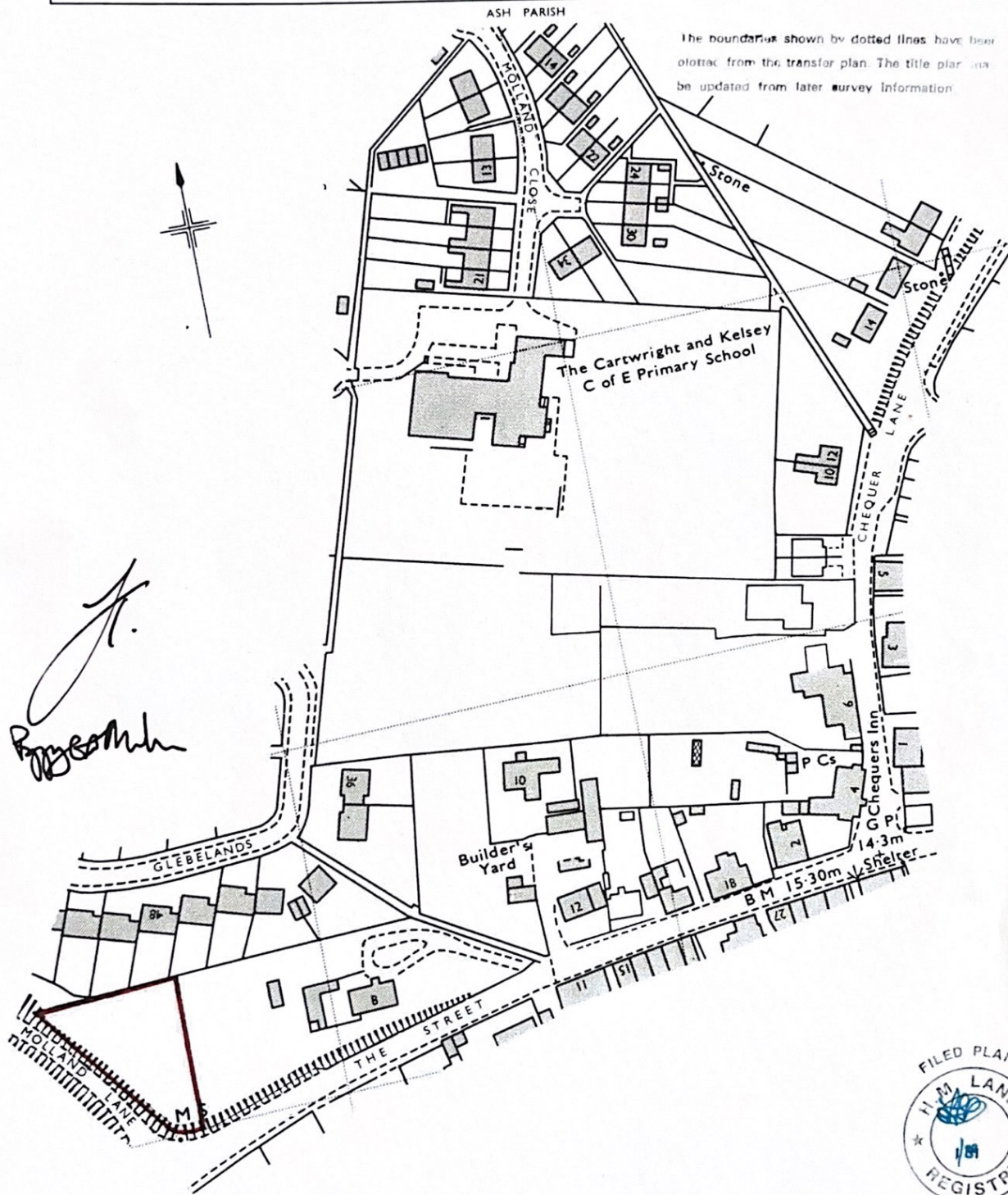
in the presence of Graham Mitchell

of Allerdale,
Weydown Road,
Haslemere,
Surrey
GU271DR



SIGNATURE OF WITNESS

H.M. LAND REGISTRY		TITLE NUMBER	
		K656169	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	KENT		TR 2858
			SECTION
			D
Scale: 1/1250 Enlarged from 1/2500		DOVER DISTRICT	©Crown copyright 1973



H. M. LAND REGISTRY

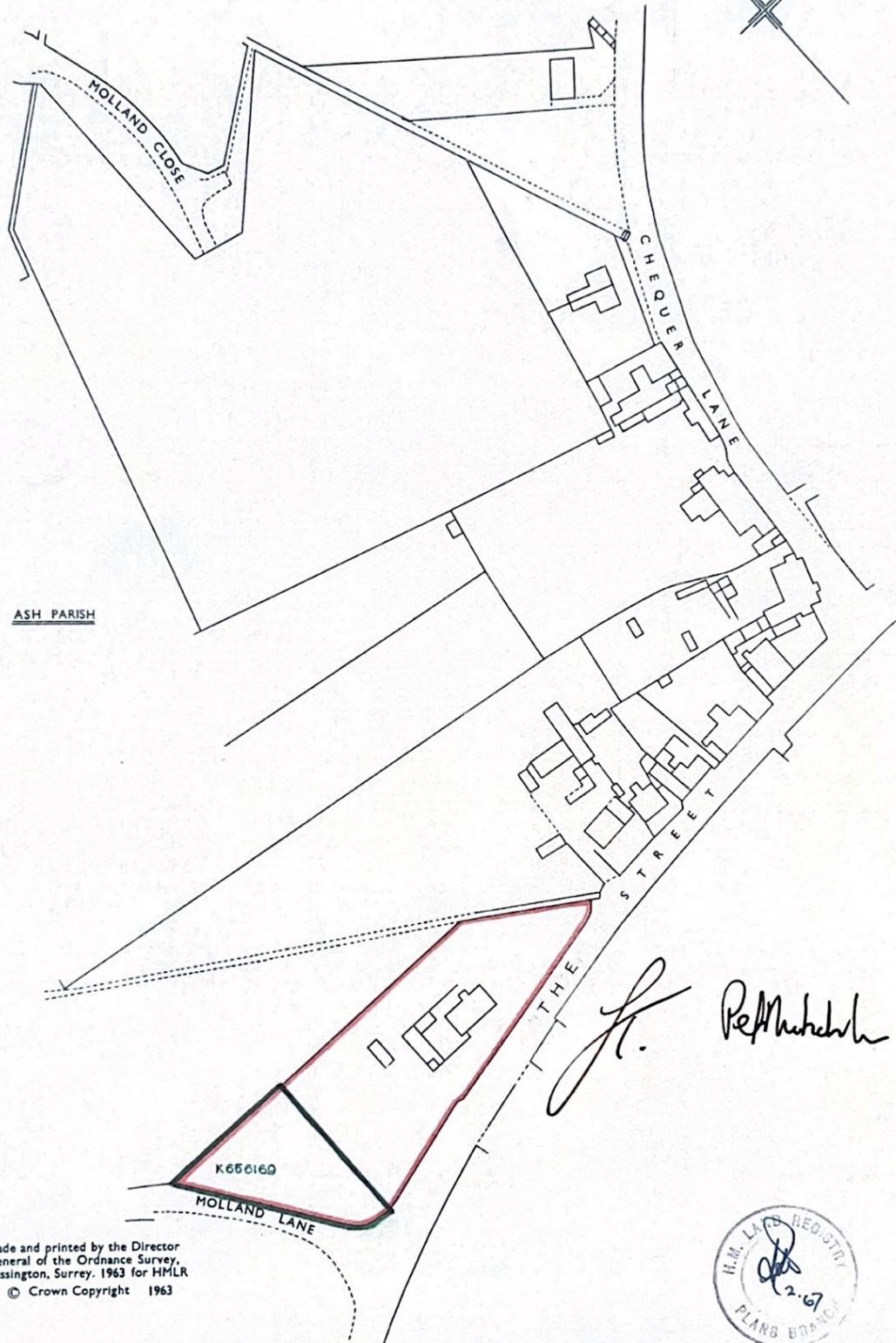
NATIONAL GRID PLAN
(KENT)

TR 2858

SECTION

D

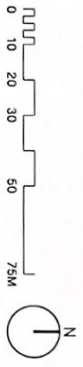
Scale 1/1250
Enlarged from 1/2500



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General of the Ordnance Survey,
Cheshington, Surrey. 1963 for HMLR
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Filed Plan of Title No. **K281685**



J. Rappaport

THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

DATE: 11/10/2019

NO.	DATE	DESCRIPTION
1	11/10/2019	1902 TSJT
2	11/10/2019	1902 TSJT
3	11/10/2019	1902 TSJT
4	11/10/2019	1902 TSJT
5	11/10/2019	1902 TSJT
6	11/10/2019	1902 TSJT
7	11/10/2019	1902 TSJT
8	11/10/2019	1902 TSJT
9	11/10/2019	1902 TSJT
10	11/10/2019	1902 TSJT

TyloHase
ARCHITECTS
1111 11th Street
San Francisco, CA 94103
415.774.1111

PROJECT:
1902 TSJT
8 The Street, Ash
Proposed Residential Development

Red Line Plan

SCALE:
1:1250 @ A3
DATE: 11/10/2019
DRAWN BY: 03
CHECKED BY: 02

DATE: 11/10/2019
PLANNING
1902_001