

DATED 27 February 2020

- (1) H W ODLIN
- (2) G M ODLIN
- (3) M R ODLIN
- (4) T A ODLIN.
- (5) DOVER DISTRICT COUNCIL

DEED OF VARIATION OF AN EXISTING PLANNING OBLIGATION

Relating to

Land on North West Side of Capel Street, Capel le Ferne, Folkestone, CT18 7HB

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

Telephone: 01622 690691
leemay@brachers.co.uk

Reference: 96.ODL6001/1

THIS DEED OF PLANNING OBLIGATION is made on *27 February* 2020

BETWEEN:

HENRY WILLIAM ODLIN and **GILLIAN MARY ODLIN** of The Old Ship, High Street, Wingham, Kent, CT3 1BJ;

MICHAEL ROBERT ODLIN of The Paddocks, Llangolman, Clyndermen, Pembrokeshire, SA66 7XJ;

TIMOTHY ANDREW ODLIN of Little Orchard, 94 High Street, Wingham, Kent, CT3 1DE;

(together known as the Owners)

and

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

RECITALS

- (1) The Council is the Local Planning Authority for the area within which the Land is situated.
- (2) On 18th December 2019 the Owners entered into a deed under Section 106 of the 1990 Act by way of a unilateral undertaking by which certain planning obligations were given to the Council (the Unilateral Undertaking).
- (3) The Council granted planning permission for the Development.
- (4) The Parties hereto agree that the Unilateral Undertaking shall be modified in the manner set out in this Deed.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Deed unless the context otherwise requires words and phrases shall have the meanings set out in Clause 1 of the Unilateral Undertaking subject to the variations set out in Clause 3 of this Agreement
- 1.2 Words importing the singular shall be construed as importing the plural and vice versa unless the contrary intention is expressed and words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa and where there is more than one covenantor the obligation of each covenantor shall be joint and several.
- 1.3 References to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force and references to a statute include all statutory instruments orders plans regulations byelaws permissions and directions for the time being made issued or given or deriving validity pursuant to them.

- 1.4 Where a party includes more than one person any obligations of that party should be joint and several.
- 1.5 The clause and paragraph headings in the body of this Deed do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.6 References to the parties in this Deed include references to their successors in title and in function.
- 1.7 Where in this Deed reference is made to any clause sub-clause, paragraph, drawing or plan such reference (unless the context otherwise requires) is a reference to any clause sub-clause paragraph drawing or plan (or in the case of a drawing or plan annexed) of this Deed so numbered or defined.

2. PRELIMINARY

- 2.1 This Deed is supplemental to the Unilateral Undertaking.
- 2.2 The Council as Local Planning Authority is entitled to enforce the obligations in this Deed against the Owners and their successors in title.
- 2.3 The Owners are the registered proprietors of the freehold of the Site with title absolute under Title Number K59030.
- 2.4 This Deed is made pursuant to Section 106 and 106A of the 1990 Act and to the extent that any obligations contained in this Deed are not planning obligations for the purposes of the 1990 Act they are entered into by the Council pursuant to the powers contained in section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and all other powers so enabling
- 2.5 This Deed shall be registered by the Council as local land charge under the Local Land Charges Act 1975
- 2.6 If any provision of this Deed is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed shall remain unaffected.
- 2.7 Nothing in this Deed shall be construed as preventing or restricting the exercise by Swale of any powers vested in them or in either of them by the Act or any other statutory powers.

3. VARIATION OF THE UNILATERAL UNDERTAKING

- 3.1 Except as modified discharged or released by this this Deed the Unilateral Undertaking shall remain in full force and effect.
- 3.2 The Parties agree that the Unilateral Undertaking shall be amended as set out in clause 3.3 below.
- 3.3 The definition of Secondary Education Contribution in the Unilateral Undertaking shall be deleted and replaced with the following:

"Secondary Education Contribution"	Means the sum of £139,910 being £4,115.00 per Dwelling towards the expansion of Dover Christ Church Academy
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4. JURISDICTION

- 4.1 This Deed is to be governed by and interpreted in accordance with the law of England. The Courts of England and Wales shall have exclusive jurisdiction to hear all disputes arising out of or in connection with this Deed.
- 4.2 The Courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed.

The Common Seal of
DOVER DISTRICT COUNCIL
was affixed in the presence of:



Authorised Signatory:

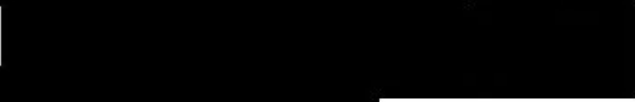
EXECUTED as a DEED by HENRY WILLIAM ODLIN
in the presence of:-



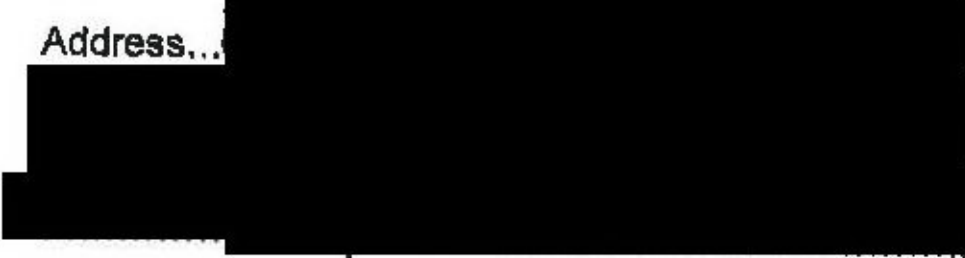
Signature of witness,



Name (in BLOCK CAPITALS)



Address...



EXECUTED as a DEED by GILLIAN MARY ODLIN
in the presence of:-



Signature of witness,



Name (in BLOCK CAPITALS)



Address..



Brachers

EXECUTED as a DEED by MICHAEL ROBERT ODLIN
in the presence of:-

Signature of witness.....

Name (in BLOCK CAPITALS).....

Address.....

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EXECUTED as a DEED by TIMOTHY ANDREW ODLIN
in the presence of:-

Signature of witness.....

Name (in BLOCK CAPITALS).....

Address.....

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