

Thanet District Council

Notification of Grant of Permission to Develop Land
Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) Order
2010



To: Location 3 Properties Ltd
c/o: Simply Planning Limited
25 Manchester Square
London
W1U 3PY

F/TH/14/0928

TAKE NOTICE that THANET DISTRICT COUNCIL, the District Planning Authority under the Town and Country Planning Acts, has **granted permission** for:

Proposal: Erection of 3No. industrial units for B2 and B8 use, with ancillary retail use, and erection of two storey autocentre for the servicing, repair and valeting of motor vehicles, including the sale of motor related products and MOT testing, with associated parking and landscaping

Location: LAND EAST OF TOBY CARVERY, NEW HAINE ROAD, RAMSGATE

In coming to this decision regard has been had to the following policies:

Thanet Local Plan Policies - EC1, TR3, TR12, TR16, D1, HE11, HE12

The application was processed having regards to the National Planning Policy Framework, which requires that where there are potential solutions to problems arising in relation to dealing with planning applications, the Council will work with applicants in a positive and proactive manner to seek solutions to those problems.

This permission is SUBJECT TO the conditions specified hereunder:

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

GROUND:

In accordance with Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

- 2 The proposed development shall be carried out in accordance with the submitted application as amended by the revised drawings numbered PL(0)03 Rev D, PL(0)07 Rev F and PL(0)10 Rev D, received 11 December 2014; and the drawings numbered PL(0)04 Rev C, PL(0)05 Rev A, PL(0)06 Rev A, PL(0)08 Rev B, and PL(0)09 Rev A, received 10 October 2014.

GROUND:

To secure the proper development of the area.

- 3 No development shall take place until details of the means of foul and surface water disposal, including details of the implementation, management and maintenance of any proposed Sustainable urban Drainage Systems, have been submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with such details as are agreed and thereafter maintained.

GROUND:

To prevent pollution in accordance with the National Planning Policy Framework.

- 4 Prior to the commencement of the development hereby approved, the applicant, or their agents or successors in title, shall secure the implementation of a programme of archaeological work, in accordance with a written scheme of investigation which has first been submitted to and approved in writing by the Local Planning Authority

GROUND:

To ensure that the archaeological history of the site is recorded in accordance with the National Planning Policy Framework.

- 5 Prior to the first use of the development, the area shown on the deposited plan for the parking, manoeuvring and loading/unloading of vehicles shall be operational prior to any part of the development hereby approved being brought into use. The area agreed shall thereafter be maintained for that purpose.

GROUND:

In the interests of highway safety

- 6 Prior to the commencement of development hereby permitted, a parking area shall be provided within the site for use by site personnel and visitors, and a loading/unloading and turning area shall be provided within the site for use by construction vehicles. These areas shall be kept available for this use at all times during the construction period.

GROUND:

In the interests of highway safety.

- 7 Prior to the first use of the development, the secure cycle parking facilities, as shown on approved drawing no.PL(0)03 Rev D, shall be provided and thereafter maintained.

GROUND:

In the interests of promoting increased cycling in accordance with Policy TR12 of the Thanet Local Plan

- 8 Prior to the commencement of development hereby approved, full details of both hard and soft landscape works, to include:

- species, size and location of new tree saplings, shrubs, hedges and grassed areas to be planted
- the treatment proposed for all hard surfaced areas beyond the limits of the highway, which shall be a bound material
- walls, fences, other means of enclosure proposed

shall be submitted to, and approved in writing by, the Local Planning Authority.

GROUND:

In the interests of the visual amenities of the area and to adequately integrate the development into the environment in accordance with Policies D1 and D2 of the Thanet Local Plan.

- 9 All hard and soft landscape works shall be carried out in accordance with the approved details. The works shall be carried out prior to the occupation of any part of the development, or in accordance with a programme of works to be agreed in writing with the Local Planning Authority. Any trees or plants which within a period of 5 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 gives any written consent to any variation.

GROUND:

In the interests of the visual amenities of the area in accordance with Policies D1 and D2 of the Thanet Local Plan.

- 10 Prior to the commencement of the development hereby approved, a sample of the brick to be used in the construction of the external surfaces of the development hereby approved shall be submitted to, and approved in writing by, the Local Planning Authority. Development shall be carried out in accordance with the approved sample.

GROUND:

In the interests of visual amenity in accordance with Policy D1 of the Thanet Local Plan.

INFORMATIVE

For the avoidance of doubt, the provision of contributions to as set out in the unilateral undertaking made on 16 January 2015 submitted with this planning application, and hereby approved, shall be provided in accordance with The Schedule of the aforementioned deed.

Dated: 16/01/2015

Thanet District Council
P.O. Box 9
Cecil Street
Margate
Kent CT9 1XZ

Signed

A handwritten signature in black ink, appearing to read 'Simon Thomas', written over a horizontal line.

Simon Thomas
Planning Manager

16th January

2015

**UNILATERAL PLANNING OBLIGATION
PURSUANT TO SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990**

- RELATING TO -

**LAND EAST OF TOBY CARVERY, NEW HAINE ROAD,
RAMSGATE**

**GIVEN BY
LOCATION 3 PROPERTIES LIMITED**

**TO
THANET DISTRICT COUNCIL**

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THIS UNILATERAL PLANNING OBLIGATION IS GIVEN this 16th day of January
2015 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

BY **LOCATION 3 PROPERTIES LIMITED** (Company No: 02915428) of Victoria House, 36
Albion Place, Maidstone, Kent ME14 5DZ (the "Owner");

TO **THANET DISTRICT COUNCIL** of PO Box 9, Cecil Street, Margate, Kent, CT9 1XZ (the
"Council")

RECITALS

- A. The Council is the local planning authority for the area within which the Land is situated.
- B. The Owner is the freehold owner of the Land and is registered at the Land Registry with freehold title absolute under Title Number TT29741.
- C. On 9 October 2014, the Owner submitted the Application to the Council.
- D. The Owner wishes the Land to be bound by this Deed in the event that Planning Permission is granted and Development is Commenced.

OPERATIVE CLAUSES

1. DEFINITIONS

In this Deed, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Act" means the Town and Country Planning Act 1990 (as amended);

"Application" means the planning application dated 9 October 2014 submitted by the Owner to the Council and given Council reference number TH/14/0928;

"Commencement of Development" means the carrying out of any 'material operation' as defined by Section 56 of the Act pursuant to the Planning Permission PROVIDED THAT for the purpose of determining whether or not a material operation has been carried out there shall be disregarded such operations or works of or connected with or ancillary to archaeological investigation, the assessment and remediation of contamination, demolition, site clearance, site preparatory works and the diversion and laying of services and the terms "Commence" and "Commenced" shall be construed accordingly;

"Development" means the erection of 3 No. industrial units for B2 and B8 use with ancillary retail use and erection of two storey auto-centre for the servicing, repair and valeting of motor vehicles, including the sale of motor related products and MOT testing with associated parking and landscaping;

"Expiry Date" means the date ten years from and including the date of this Deed;

"Land" means the land known land east of Toby Carvery, New Haine Road, Ramsgate which is registered at the Land Registry under Title Number TT29741;

"Occupation" means occupation of a Unit as an industrial unit for B2 and B8 use or an auto-centre but not occupation for the purpose of construction, fitting out, security or repair and the terms "Occupy", "Occupation" and "Occupied" shall be construed accordingly;

"Planning Permission" means a planning permission for the Development granted by the Council pursuant to the Application;

"Transport Fee" means the sum of thirty thousand pounds (£30,000) inclusive of any VAT; and

"Unit" means the individual units forming part of the Development intended or designed for letting.

2. INTERPRETATION

In this Deed, unless the context otherwise requires:

- 2.1 the covenants given by the Owner are made jointly and severally;
- 2.2 words importing one gender include all other genders and words denoting natural persons include companies, corporations and partnerships and vice versa;
- 2.3 the singular includes the plural and vice versa;
- 2.4 reference to any statute includes any amendment, modification, extension, consolidation or re-enactment of it from time to time in force;
- 2.5 headings to clauses do not affect the interpretation or construction of this Deed; and
- 2.6 reference to the Owner includes its successors in title and assigns.

3. LEGAL EFFECT

- 3.1 This Deed is a planning obligation for the purposes of Section 106 of the Act.
- 3.2 The Council is the local planning authority by whom the obligation is enforceable.
- 3.3 The provisions of this Deed will not take effect unless and until:
 - 3.3.1 the Council has granted the Planning Permission; and
 - 3.3.2 the Owner has Commenced the Development.
- 3.4 No person shall be liable for any breach of the covenants, obligations and restrictions contained in this Deed in respect of any period during which it or they no longer have an interest in the Land or the part in respect of which the breach occurs.

3.5 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires by effluxion of time before Commencement of the Development or is modified (other than by agreement with or at the request of the Owner) this Deed shall immediately determine and be deemed to be void and the Council will effect cancellation of all entries made in the Register of Local Land Charges and any entry at the Land Registry in respect of this Deed.

3.6 This Deed is not intended to nor shall it create or confer any rights, entitlements, claims or benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person who is not a party to this Deed other than the Council.

4. PLANNING OBLIGATION

4.1 The Owner covenants to pay to the Council on the date on which the first Unit is Occupied the Transport Fee as a contribution towards the cost of the delivery of a new two lane approach on Westwood Road on the Margate Road roundabout approach.

4.2 The Council shall repay to the Owner any amounts of the Transport Fee that have not been spent by the Expiry Date, such payment to be made within 14 days of the Expiry Date.


4.3 Upon request from the Owner the Council shall provide to the Owner written details of the amount of the Transport Fee spent at the date of such request provided that such request is not made more frequently than once in any year.

EXECUTED AS A DEED and delivered as such on the date first written.

SIGNED as a DEED
by LOCATION 3 PROPERTIES LIMITED
in the presence of:

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)
)

Signature of Witness



Name of Witness Benjamin Share
(BLOCK CAPITALS)

Address... 29 Stimpden Hall Road
London N4 3QE