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Date: 18 February 2019

P R Miles Esq  
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Dear Peter

## **East Northdown House and East Northdown Farm**

You have asked for Heads of Terms for a settlement of the various items in dispute, to include proposals for the possible development scheme on your land. Here is a draft proposal. It is deliberately in simple terms and if agreed in principle solicitors will need to draft clauses to define it. For this reason I have not attempted to cover the issues in precise detail; this can follow if an agreement is reached in principle.

### **1 Background**

This is an agreement between Peter Miles (PM) and William Friend (WF) and is intended to build upon the terms agreed in 2013. If agreed in principle it is intended that solicitors will be instructed to complete the necessary documents to:

- Hold in abeyance the strike out proceedings and any other pending claims until completion of an agreement, when the Court will be informed that all matters in the current and historical disputes have been settled.
- These Heads of Terms and any subsequent agreement are not intended to replace the 2013 agreement or 1982 transfer in any way save for any instance where there is a direct clash between terms.
- Prepare an agreement (the Agreement), the form of the agreement, or agreements, to be a matter for the solicitors to recommend to the parties.
- Where in this proposal there is reference to 'permitted uses', this refers to the complete record of planning approvals on the public record of Thanet District Council, or where a use has established permitted use (for example the residential use of the dwellings)

### **2 The Use of Land at East Northdown Farm (WF's Commitments)**

WF will agree not to use the land coloured blue on the attached plan other than for permitted uses.

WF will agree not to use the land coloured green on the attached plan other than for current established uses and residential, garden or landscaping permitted uses (including future uses within this description), excepting only a possible future access from George Hill Road to East Northdown Lane, as shown illustratively on the plan.

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WF will use his best endeavours to discourage commercial traffic from using East Northdown Lane by directing all such traffic for the land coloured blue to use other access points where practicable.

### **3 Representations by WF to Thanet District Council**

WF will agree that any representations to Thanet District Council, or other agencies, relating to PM's East Northdown House properties (ENH), will be in writing and copied to PM for his information

Representations made by WF relating to ENH planning matters will be only by a planning consultant or chartered surveyor representing WF

### **4 Use of East Northdown Farm (PM's Commitments)**

PM will agree that any representations to Thanet District Council, or other agencies, relating to WF's East Northdown Farm property (ENF), will be in writing and copied to WF for his information

Representations made by PM relating to ENF planning matters will be only by a planning consultant or chartered surveyor representing PM

### **5 The Proposed Development**

WF will cooperate with an application by PM for planning permission to construct and use a new access to serve existing properties along East Northdown Lane and new dwellings on ENH land as approved by Thanet District Council.

PM will be granted an option by WF for rights to construct and use a new access from George Hill Road to ENH through the land coloured green on the plan and as shown illustratively on the plan. The freehold of this road will remain in WF's ownership, with all necessary rights of use, improvement and repair granted to PM (and his successors in title), or alternatively WF will cooperate for the new road to be Adopted by the Highway Authority

If the road is retained in WFs ownership the new dwellings will be subject to a road repairing contribution of  $\frac{1}{4}$  of their Council Tax charge, to a standard specification (the details to be agreed)

Under the Option, if a satisfactory planning permission is granted by Thanet District Council for development, PM may require the access rights to be granted subject to WF being paid, on the commencement of the use, or on the sale, of land on ENH for this use, of 30% of the open market value (or sale proceeds) of development on ENH land, net of the cost of construction of the access road and other costs relating to obtaining the permission (for example the planning application fee and professional costs associated with the development).

### **6 East Northdown House (and Mockett Cottage)**

WF will not object to the implementation of approved permissions, further applications or new proposed uses at East Northdown House (or Mockett Cottage) for which access is obtained from the new proposed access and does not depend upon the new permitted development or use having an access along East Northdown Lane passing East Northdown Cottage.

The payment to WF will not include any increase in the value of East Northdown House (or Mockett Cottage), arising from the development of either of these properties, by implementation of approved permissions or for the use or extension of Mockett Cottage as an independent household; or commercial use such as holiday accommodation, providing that the access for this development is obtained from the new proposed access and does not depend upon having an access along East Northdown Lane passing East Northdown Cottage.

## 7 Other Matters

PM will agree to complete the Deed of Grant.

WF will, within 10 working days, following a request on the future sale by PM of any ENH land, provide such approvals as may be necessary to secure the positive covenant relating to the repair of East Northdown Road, such that any sale by PM is not encumbered.

### The parties will agree:

- Not to commence in the future a legal dispute relating to, or relying upon, evidence which pre-dates the Agreement other than in respect of issues affecting the parties' legal titles or matters previously approved by Thanet District Council,
- They will both not install or maintain CCTV cameras where the image includes East Northdown Lane or the property of the other party (including the 'Blue Land'),
- They will both endeavour to minimise parking on East Northdown Lane, including no overnight parking,
- PM may move the concrete blocks from the hedge adjoining "The Blue Land" (as defined in the legal papers),
- The agreement will bind related parties.

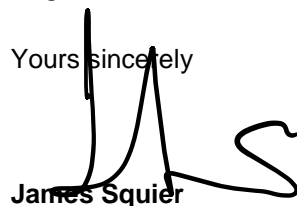
## 8 Future Disputes

- Should there be a possible issue to resolve, or a potential dispute, which is not of a trivial nature or easily resolvable, the parties agree that the matter will be referred to surveyors acting for the parties and if the matter cannot be settled it will be referred to Mediation.

I look forward to hearing from you

Regards

Yours sincerely



James Squier  
Consultant