



ROYTHORNES
solicitors

ROYTHORNES LLP

DATED

5th December

2011

**(1) MEDWAY COUNCIL
(2) BLUE CIRCLE DEVELOPMENTS LIMITED
(3) MORGAN AND COMPANY (STROOD) LIMITED**

AGREEMENT

**TOWN AND COUNTRY PLANNING ACT 1990
SECTION 106**

**LAND BETWEEN ROMAN WAY AND KNIGHT ROAD EAST
OF THE MEDWAY VALLEY RAILWAY LINE (TEMPLE
WATERFRONT) STROOD ROCHESTER KENT**

Section 106 Agreement 2011(engrossment) – 30.08.2011

THIS DEED is made the 5th day of December 2011

1. PARTIES

- 1.1 **MEDWAY COUNCIL** ("the Council") whose address is Gun Wharf Dock Road
Chatham Kent ME4 4TR
- 1.2 **BLUE CIRCLE DEVELOPMENTS LIMITED** ("the First Owner") (Company
Number 01081949) whose registered office is at Granite House Granite Way
Syston Leicester Leicestershire LE7 1PL
- 1.3 **MORGAN AND COMPANY (STROOD) LIMITED** ("the Second Owner")
(Company Number 00193412) whose registered office is at Knight Road Strood
Rochester Kent ME2 2BA

2. DEFINITIONS AND INTERPRETATION

- 2.1 In this Deed the following words and phrases shall have the following meanings:

"Affordable Housing" means Housing Units either for sale by way of
shared ownership or for rent at a discount
compared to Market Value or Market Rent (as the
case may be) and made available to persons or
families who have a housing need and which are
available for the period of years specified in a
related Nominations Agreement both to initial
and subsequent occupiers including inter alia
Intermediate Accommodation

"Affordable Housing Land" means those parts of the Site as identified on the
Approved Affordable Housing Plan on which the

Affordable Housing Units are to be provided together with associated garden areas and parking spaces where the Owner has at its own cost

- (i) remediated the Affordable Housing Land in accordance with all necessary consents and statutory requirements, and
- (ii) cleared and levelled the Affordable Housing Land, and
- (iii) provided to the boundary of the Affordable Housing Land all necessary services, including gas, electricity, water, foul and surface water drainage telecommunications and highways ("Infrastructure") to enable the Affordable Housing Land to be developed for residential purposes

"the Affordable Housing Plan"

means a detailed plan and scheme relating to the provision of Affordable Housing Units on a Main Phase or Sub Phase and will include in relation to the relevant Main Phase or Sub Phase:

- (a) the number of Affordable Housing Units that are to be provided within each Main Phase or Sub Phase
- (b) the location of the Affordable Housing Units for the relevant Main Phase or Sub Phase

(c) the tenure type of each Affordable Housing Unit for the relevant Main Phase or Sub Phase (the different tenure types to be identified by different colouring on the plan)

(d) the size (number of bedrooms) of each Affordable Housing Unit for the relevant Main Phase or Sub Phase

(e) floor plans and a schedule of floor areas for the Affordable Housing Units for the relevant Main Phase or Sub Phase

(f) the car parking spaces/facilities to be available for the Affordable Housing Units for the relevant Main Phase or Sub Phase

Subject to any variations thereto which may thereafter be agreed in writing by the Council

"Affordable Housing Price" means in relation to a transfer of Affordable Housing Land the consideration payable by the Registered Provider to the Owner or as the Owner directs for that Affordable Housing Land which shall be nil or such other price as may be agreed between the Owner and the Registered Provider

PROVIDED THAT for the avoidance of doubt the Registered Provider shall pay for the build

costs of any Affordable Housing Units which are constructed on the Affordable Housing Land and also for the provision of Infrastructure within the boundaries of the Affordable Housing Land prior to the transfer or lease of the Affordable Housing Land to the Registered Provider

"the Affordable Housing Units"

means the Housing Units to be constructed on the Affordable Housing Land as Affordable Housing as detailed in an Approved Affordable Housing Plan to the Homes and Communities Agency's Design and Quality Standards (April 2007) "essential items" or in accordance with any equivalent replacement scheme of the Homes and Communities Agency in force from time to time

"Affordable Rented Accommodation"

means

- (a) rented housing provided by a Registered Provider that has the same characteristics as social housing except that it is outside the provisions of any national rent regime but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80% of the gross local Market Rents (or such higher percentage figure as might from time to

time be authorised by such other rent controls); or

- (b) such other forms of rented tenancy with rental levels in accordance with any such other measure or measures of rental affordability as may be published from time to time by HM Government or the Homes and Communities Agency

"Anti Avoidance Disposal" a disposal of the freehold interest in or the grant of a lease of the First Owner Land or the Second Owner Land or a part thereof the purpose of which is to avoid or to frustrate the enforcement of the planning obligations or the covenants set out in this Deed

"the Approved Affordable Housing Plan" means the Affordable Housing Plan or Plans submitted pursuant to paragraph 1 of Schedule Three and approved by the Council

"Bus Operator" a bus company or other entity who has agreed to provide the Bus Service and who is approved by the Council

"Bus Service" means the bus service as set out in the Bus Transport Strategy

"Bus Service Contribution" means the sum of Two Hundred Thousand Pounds (£200,000.00) towards the provision of a shuttle bus service in accordance with the Bus

Transport Strategy

"Bus Transport Strategy"

means a strategy or strategies setting out the proposed Bus Operator and the routes and times of a shuttle bus service for residents and occupiers of the Site or any Main Phase or Sub Phase to which it relates to serve the Site Main Phase or Sub Phase (as the case may be) and the neighbourhood/the locality PROVIDED THAT the route destination and frequency of the service can be varied if agreed in writing by the Parties

"Car Club"

means a scheme of shared car ownership which complies with the objectives set out in Schedule One

"Car Club Strategy"

means a strategy for implementing and monitoring a Car Club serving the Development (or part of the Development) approved in accordance with Schedule One

"Commencement of the Development"

means commencement of the Development on the Site (or in relation to any Main Phase or Sub Phase commencement of Development on that Main Phase or Sub Phase) by the carrying out of a material operation within the meaning of section 56(4) of the Planning Act but excluding any Preliminary Works (and to "Commence Development" shall be construed accordingly)

"Contributions"	means any financial contribution payable under Schedule One and Schedule Two of this Deed with the exception of the Council's Costs and the Monitoring Officers Costs and "Contributions" shall be construed accordingly;
"Council's Costs"	means the sum of £21,311.72 being the agreed contribution to the Council's proper and reasonable costs in the preparation and execution of this Deed
"the Development"	means the development of the Site by the Owner (or persons nominated by them) as set out in the Permission
"the Development Manager"	means the holder of the position of Medway Council's Development Manager or if that position no longer exists the officer replacing that position and having responsibility for development control matters
"the Disputes Resolution Procedure"	means the procedure referred to in paragraph 6.8 and set out in Schedule Five hereto
"Doctors' Surgery/Doctors Practices Development"	means the provision of one or more general practitioners/doctors practices in the Strood catchment area and/or within the Keystone Health Centre at Gun Lane Rochester
"the Draft Conditions"	means the conditions as set out in the draft Permission at Schedule Six to this Deed

"Health Contribution"	means the contribution in each Main Phase or Sub Phase of the Development towards the provision of the Doctors' Surgery/Doctors Practices Development which shall be calculated by multiplying the sum of £467.95 by the number of Housing Units constructed in that Main Phase or Sub Phase but subject to the cap in sub-clause 3.2 of Schedule Two
"Homes and Communities Agency"	means the Homes and Communities Agency whose primary office is at 110 Buckingham Palace Road Victoria London SW1W 9SA or any successor agency
"Housing Unit"	means a unit of residential accommodation including any flat to be erected on the Site pursuant to the Permission and "Housing Units" shall be construed accordingly
"HRA 2008"	means the Housing and Regeneration Act 2008
"Indexation"	means the increase or decrease of any sum in accordance with the formula set out in clause 6.10
"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 Council may reasonably nominate in the event that the aforementioned Index of Retail Prices shall no longer be published or its name or methodology

	be materially altered
"Intermediate Accommodation"	means a Housing Unit provided by a Registered Provider which may include Shared Ownership Accommodation and/or Intermediate Rent Accommodation and other intermediate housing products as previously agreed in writing by the Council
"Intermediate Rent Accommodation"	means Housing Units provided at rent levels <ul style="list-style-type: none"> (a) below rent levels for the Private Housing Units and (b) not more than 80% of typical gross Market Rents for such accommodation in the vicinity of the Site and (c) which are available for rent from a Registered Provider on an assured shorthold tenancy
"Knight Road/Temple Manor Public Realm Contribution"	means the sum of one hundred thousand pounds (£100,000) towards improvements to the public realm of Knight Road and the setting of Temple Manor
"Landscape and Open Space Management Plan"	means a plan for the management and maintenance of the Riverside Walk and the Public Spaces for a period of at least 15 years from the date of practical completion of each phase of the

Public Spaces

"Main Phase"

means a main phase of development of the Site as agreed with the Council from time to time in accordance with the approved Masterplan

"Market Rent"

market rent as defined by the Seventh Edition of the RICS Valuation Standards or any replacement thereof as may be agreed in writing by the Parties

"Market Value"

market value as defined by the Seventh Edition of the RICS Valuation Standards or any replacement thereof as may be agreed in writing by the Parties

"Masterplan"

means the illustrative masterplan submitted to the Council in support of the Planning Application attached hereto (Drawing 143) as amended from time to time in accordance with the terms of this Deed

"Monitoring Officers Costs"

means the sum of Five Thousand Seven Hundred Pounds (£5,700.00) being the agreed contribution for the Council's proper and reasonable costs in monitoring compliance with the obligations and requirements contained in this Deed

"Morgan Site Relocation"

means the relocation of the existing Morgan Timber Yard to another part of the Site as envisaged by the Planning Application

- "Nominations Agreement"** means an agreement between the Council and the Registered Provider by which Occupation of all or any of the Affordable Housing Units are approved by the Council as either Shared Ownership Accommodation Affordable Rented Accommodation Intermediate Accommodation or Intermediate Rent Accommodation
- "Non-residential Building"** means any building to be erected on the Site pursuant to the Permission other than a Housing Unit
- "Occupation"** means (in relation to any building constructed on the Site as part of the Development) physical occupation for any purpose but does not include occupation by personnel engaged in the construction fitting-out decoration or management of any part of the Development nor occupation for marketing security or display purposes 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 on the date of legal completion of the sale rather than the exchange of contracts and "Occupy" "Occupier" and "Occupied" shall be construed accordingly

"Open Space Contribution"	means the sum of Five Hundred and Thirty Five Thousand Five Hundred Pounds (£535,500.00) towards the maintenance and management of the Public Spaces within the Site in accordance with the Landscape and Open Space Management Plan
"the Owner"	means the First Owner and the Second Owner together
"Party"	means a party to this Agreement or the successor in title or assign of that Party and "Parties" shall be construed accordingly
"the Permission"	means the planning permission to be granted by the Council and given the Council's reference MC2009/0417 or such other permission granted by the Council pursuant to an application made under s73 of the Planning Act in respect of conditions attached to planning permission MC2009/0417 or to any subsequent planning permission granted under the said s73 after Commencement of the Development and references to the "Permission" shall be to any such planning permission which has been implemented
"Phasing Plan"	means the plan required to be submitted by condition on the Permission showing the Main Phases in which the Development shall be carried

	out including the percentage of Affordable Housing in each Main Phase
"Plan 1"	means the planning application site plan annexed to this Deed and marked "Plan 1"
"Plan 2"	means the ownership plan annexed to this Deed and marked "Plan 2"
"Plan 3"	means the illustrative Open Space/Public Spaces Plan (Drawing 161 Rev A) annexed to this Deed and marked "Plan 3"
"the Planning Act"	means the Town and Country Planning Act 1990 as amended
"the Planning Application"	means the application for planning permission to carry out the Development on the Site and given the Council's reference number MC2009/0417
"Pre-Commencement Obligations"	means the provisions of <ul style="list-style-type: none"> (i) Schedule One Clause 2.1 (ii) Schedule Two Clauses 4.1 and 7.1 (iii) Schedule Three Clauses 1.1, 1.2, 1.3, 1.4 and 1.5 (in so far as these relate to the Affordable Housing Plan) and (iv) Schedule Four Clause 2
"Preliminary Works"	means all or any of:- (i) operations consisting of site clearance and/or demolition work and/or regrading of the Site (ii) archaeological investigations and/or investigations for the

purpose of assessing ground conditions (iii) remedial works in respect of any contamination or other adverse ground conditions (iv) diversion and laying of services (v) tree protection measures (vi) works to construct temporary access/service roads to facilitate the implementation of the Preliminary Works and/or the construction of the Development (vii) erection of hoardings and fences and any temporary means of enclosure (viii) the temporary display of site notices or advertisements (ix) works or measures required by this Agreement or by the Permission to be carried out or commenced before the Commencement of Development

"the Primary Care Trust" means Kent and Medway PCT Cluster or if such ceases to exist such other successor body having responsibility for health matters for the area in which the Site is located

"Private Housing Unit" means a Housing Unit which is not an Affordable Housing Unit and "Private Housing Units" shall be construed accordingly

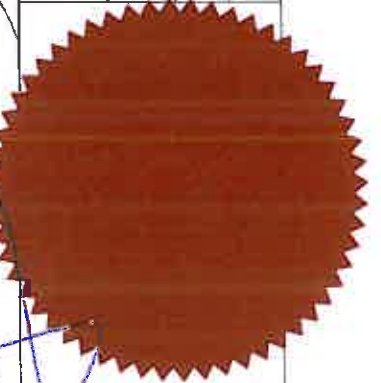
"Public Spaces" means all the areas of open space and/or amenity land within the Site which have or are intended to have public access including the SNCI and the Riverside Walk and being currently shown



Key:
— Planning Application Boundary

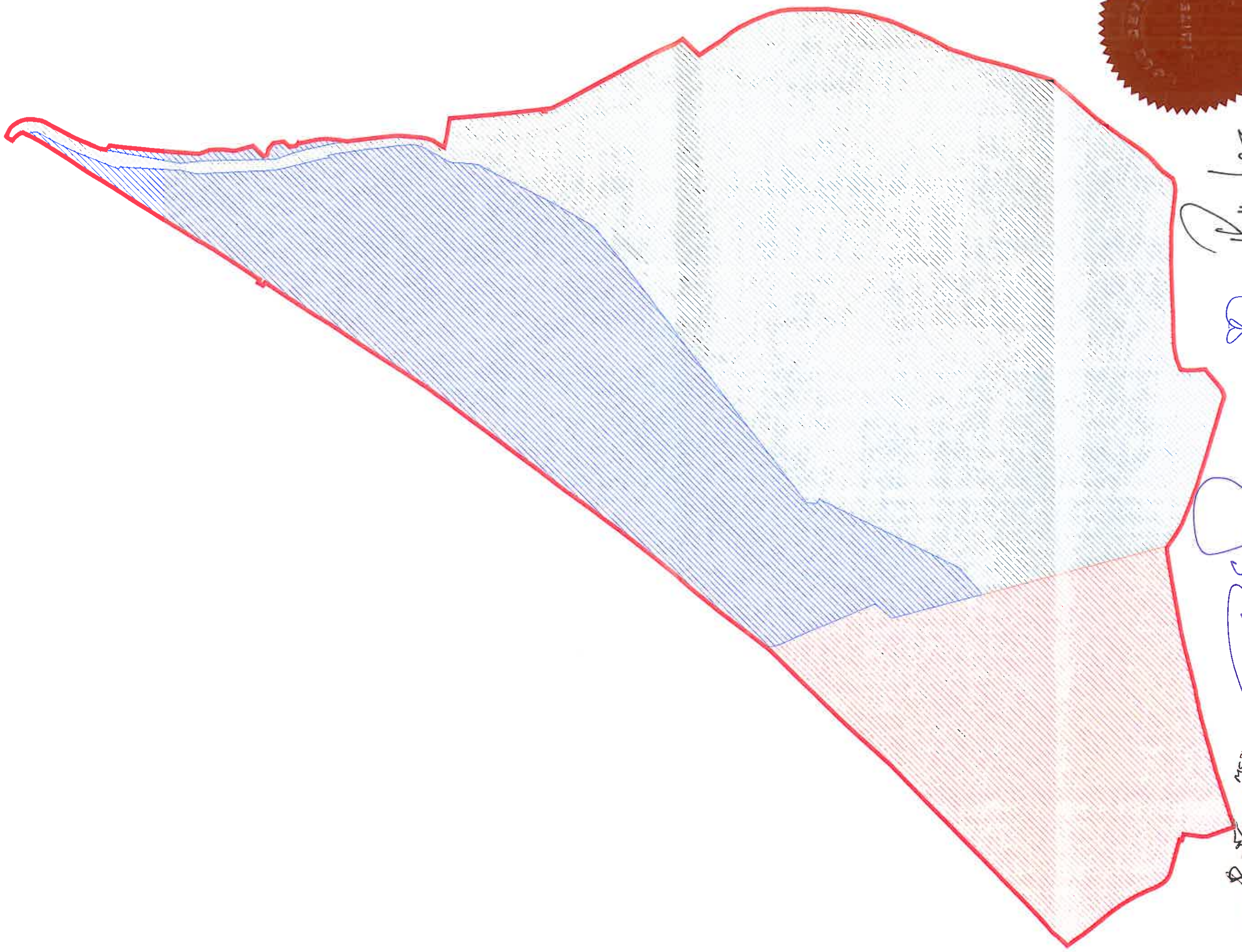
LAFARGE
David Loo
Town Planner

80m - 15.1m



PLAN 1

Title					
Temple Waterfront Planning Application Boundary Plan					
Reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2007 All rights reserved. Ordnance Survey Licence number 100022833					
Date	Scale	Project No.	Project No.	Project No.	Project No.
11/11/2008	1:1250 @ A1	LAF009	LAF009	LAF009	LAF009
Drawn	Designed	Approved	Drawing No.	Revision	
ADW	SC	AO	040	B	



MS 8820

PLAN 2

Don Rulyp last



- Lafarge Cement UK (Blue Circle Properties)
- Morgans & Co (Strood) Ltd.
- The Medway Council (City of Rochester upon Medway)

DAVID LOCK ASSOCIATES
50 NORTH THIRTEENTH
TEL: 01908 666276 FAX: 01908 666277
www.davidlock.com

Temple Waterfront Land Ownership			
Reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2007 All rights reserved. Ordnance Survey Licence number 100025333			
Date	14/06/11	Scale	1:1250 @ A1
Drawn	CP	Designed	AO
Approved		Approved	AO
Project No.		Project No.	LAF009
Drawing No.		Drawing No.	163
Revision		Revision	A

David Lock

OPEN SPACE COMPONENTS - SCHEDULE & SPECIFICATION

Component	Specification	Condition & Quantum	
Essential components		Retained & Enhanced	New
Native Scrub Vegetation Including Trees	Significant Retained Areas. Some clearance & tidying required. New planting to reflect existing in terms of species mix.	39,364m ² (26,520m ² Within SNCI Boundary)	4,252m ²
Clear-Stemmed Trees	Semi Mature/Advanced Nursery Stock, Native Species.	N/A	No 156 (Within SNCI g)
Rough Cut Grass	Managed for ecological diversity. (Grass/Wildflower Meadow).	Currently managed as such	53,305m ²
Amenity Grass		N/A	10,042m ²
Ecology Mitigation Areas	Grassland managed primarily for invertebrates but with access for all.	N/A	15,079m ²
Shrub & Hedge Planting	Boundary defillion to SNCI planting within pocket park.	N/A	1,201m ²
Hard Surface Footpath	Likely to be timber edged Tar. Spray & Chipp. 2.0m wide	1,143 lin m	855 lin m
Soft Surface Footpath (Low Key)	Mown Grass/Rolled Chalk/Bark	N/A	500 lin m
NEAP	To meet Fields in Trust (NPFA) Guidance	N/A	1 No
LEAP	To meet Fields in Trust (NPFA) Guidance	N/A	2 No
Benches	Detailed specification to be agreed	N/A	17 No
Litter Bins	Detailed specification to be agreed	N/A	8 No
Interpretation Panel	eg. Site History Ecology Aspect/Views	N/A	3 No
Play Zone	Detailed specification to be agreed	N/A	2,048m ²
Rallings	Detailed specification to be agreed	N/A	208 lin m
SNCI Fencing	1.0m high chicken wire fencing (or similar) to scrub area of SNCI	N/A	707 lin m
SNCI Fencing	Wooden stile acces to SNCI	N/A	2 No
Desirable components, but not essential			
Park Feature	eg. Viewpoints Meeting Area Amphitheatre	N/A	4 No
Step/Ramp Feature	Possibly provided as part of town square	N/A	965m ²

SNCI Boundary

Planning Application Boundary



Based on 'LAF009 - 029 - C - (Figure 4.1) Development Framework Plan'
Revision A - 23/07/09 - Addition on fencing and stiles to the SNCI

PLAN 3

Temple Waterfront Open Space Components			
Reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2007 All rights reserved. Ordnance Survey Licence number: 100027533			
Date	22/07/2009	Scale	1:1250 @ A1
Drawn	ADW	Designed	SC
Project No.	LAF009	Drawing No.	161
Revision			A

ILLUSTRATIVE MASTER PLAN

Figure 4.2

David Lock Associates

MASTER PLAN SAMPLE WATERFRONT

29

illustratively on Plan 3 but excluding any highway maintained or designed to be maintained at public expense

"Reasonable Endeavours" means all those steps which a commercially prudent person or company or corporate body working to achieve the stated objective would be prepared to take but for the avoidance of doubt no party shall be required to take any action which is or will be or might be prejudicial to its business or other commercial interests

"Registered Provider" means (i) a body registered with the Tenant Services Authority (or any successor body) as a social landlord pursuant to the provisions of the Housing Act 1996 and a Housing Association within the meaning of the Housing Association Act 1985 or (where the provision of the Affordable Housing Units is being funded under section 27A of the Housing Act 1996 and retained by the non-registered body or company) any other body or company accredited by the Homes and Communities Agency under the Affordable Home Ownership Housing Management Accreditation Scheme; or

(ii) any person or body or entity which is registered as a provider of social housing in

accordance with section 80 (2) and chapter 3 of the HRA 2008

"Reserved Matters Application"

means an application for the whole of each Main Phase or Sub Phase of the Development to be made to the Council as local planning authority for approval of matters set out in the Planning Application as being reserved for subsequent approval in accordance with the appropriate conditions on the Permission and any such application that relates to housing development on the Site shall include details of the siting of all the Housing Units and Affordable Housing Units to be constructed in that Main Phase or Sub Phase which shall accord with the number and location of Affordable Housing Units shown on the Approved Affordable Housing Plan for that Main Phase or Sub Phase

"Riverside Walk"

means the walkway to be constructed adjacent to the River Medway as part of the Development and as approved in any subsequent Reserved Matters Application and currently being shown illustratively on the Masterplan and Plan 3

"Roman Way/Cuxton Road Public Realm Contribution"

means the sum of Thirty Thousand Pounds (£30,000) towards improvements to the public realm within the area of the Roman Way/Cuxton

	Road roundabout
"Safer Routes to School Project"	means practical projects to encourage students and carers to walk cycle and use public transport for health and environmental reasons for journeys to and from school
"Safer Routes to Schools Contribution"	means the sum of Fifty Three Thousand Six Hundred and Forty Pounds (£53,640.00) towards the Safer Routes to School Project
"Shared Ownership Accommodation"	means an Affordable Housing Unit which is occupied by a person who is part renting and part purchasing or otherwise sharing the equity of that Affordable Housing Unit under shared ownership terms as defined by section 2(6) of the Housing Act 1996 where that person has the opportunity to purchase all or substantially all of the equity of the Affordable Housing Unit at a later date
"the Site"	means the land known as the Temple Waterfront site, Strood, shown edged red on Plan 1
"SNCI"	means that part of the designated Local Wildlife Site as is comprised within the Site the boundaries of which are shown for identification purposes only on Plan 3
"Sub Phase"	means such area of land within a Main Phase as the Council shall from time to time approve pursuant to the Permission to be a Sub Phase

"Tenant Services Authority"

means the Tenant Services Authority whose primary office is at Maple House 149 Tottenham Court Road London W1T 7BN or any successor body

"Travel Plan"

means a plan to encourage means of transport other than private cars for both the residential and non-residential elements of the Development

"Travel Plan Monitoring Costs Contribution"

means the sum of Eight Thousand Pounds (£8,000.00) being the agreed contribution for the Council's proper and reasonable costs in relation to the coordination and monitoring of Travel Plans

"Trigger"

means an event which triggers a payment of any sum or the undertaking of any action by the Owner under this Deed

"Trigger Date"

means in relation to each Trigger the date upon which that Trigger occurs

"Trigger Review"

means the review to be undertaken in accordance with clause 6.16 of this Deed

"Waste Management Contribution"

means the sum of Ninety Two Thousand Five Hundred Pounds (£92,500.00) towards the provision development and implementation of sustainable waste management initiatives for the area/region comprising the Site including without limitation the provision of

household waste receptacles litter bins canine bins
recycling and bring site facilities graffiti removal
and waste management information and
education initiatives

- 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 Council to the body or bodies (as appropriate) having statutory responsibility for the relevant function in replacement for the Council
- 2.2 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment of it and any statutory instrument direction order regulation or byelaw made or issued under the statute or deriving validity from it
- 2.3 Words importing the masculine gender shall include the feminine gender and vice versa
- 2.4 Words importing persons include companies and corporations 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

- 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
- 2.10 Reference in this Deed to any land shall be to and include any part or parts as well as the whole
- 2.11 Where any agreement approval consent directions action permission or authority is required to be given by any of the parties hereto such agreement approval consent directions action permission or authority shall (unless otherwise stated) not be unreasonably withheld or delayed 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

3. RECITALS

- 3.1 The Council is the Local Planning Authority for the purposes of the Planning Act the Local Housing Authority and the Local Education Authority for the area in which the Site is situated and is also the Highway Authority for the purposes of the Highways Act 1980
- 3.2 The Council is the freehold owner of the land shown coloured pink on Plan 2 and is registered as registered proprietor of such land at the Land Registry under title numbers K399250, K724812, K732419, K672552, K878703 ("the Medway Land")
- 3.3 The First Owner is the freehold owner of the land shown coloured blue on Plan 2 and is registered as registered proprietor of such land at the Land Registry under title number K700456 ("the First Owner Land")
- 3.4 The Second Owner is the freehold owner of the land shown coloured green on Plan 2 and is registered as registered proprietor of part of such land at the Land

Registry under title numbers K364748, K672799, K321683, K635473 and K966727 ("the Second Owner Land")

- 3.5 The Planning Application has been submitted by Lafarge Cement UK Plc seeking permission to undertake the Development as set out in the Planning Application
- 3.6 The Council in its capacity as Local Planning Authority resolved on 12th August 2009 to grant planning permission for the Development subject to the completion of this Deed without which the Planning Application would have been refused
- 3.7 The Parties agree that the obligations in this Deed are necessary to make the Development acceptable in planning terms directly related to the Development and fairly and reasonably related in scale and kind to the Development

4. STATUTORY PROVISIONS

4.1 The First Owner Land and the Second Owner Land

- 4.1.1 In respect of the First Owner Land and the Second Owner Land only this Deed is made pursuant to Section 106 of the Planning Act, Part I Local Government Act 2000, Section 111 Local Government Act 1972 and to all other enabling powers to the intent that this Deed shall bind the Parties and their heirs and successors assigns and persons claiming under or through them
- 4.1.2 The covenants contained herein and restrictions and obligations contained in this Deed that relate to the First Owner Land and the Second Owner Land are planning obligations for the purposes of Section 106 of the Planning Act and are enforceable by the Council as Local Planning Authority

4.2 The Medway Land

- 4.2.1 In respect of the Medway Land this Deed is made pursuant to Part I of the Local Government Act 2000 and Section 111 Local Government Act 1972 to the intent that this Deed shall bind the Parties

4.2.2 The covenants contained herein and the restrictions and obligations contained in this Deed that relate to the Medway Land are enforceable by the Council and/or the Owner as contractual obligations

4.3 Exclusions from liability

4.3.1 The planning obligations and covenants set out in this Deed shall not be enforceable against the freeholders or leaseholders of single Housing Units or single Non-residential Buildings comprised within the Development or their mortgagees or any person deriving title from such persons (unless such a single Housing Unit or Non-residential Building comprises the entire Development) apart from the planning obligations in Schedule Three which shall be binding on individual freeholders leaseholders and occupiers but only in respect of the Affordable Housing Unit in which they have a legal interest or which they occupy subject to the exclusions set out below

4.3.2 The Affordable Housing provisions contained in Schedule Three shall not bind nor be enforceable against and no liability shall attach to

4.3.2.1 Any mortgagee or chargee of a Registered Provider to which the legal estate in the Affordable Housing Land or any part or parts thereof has been transferred in accordance with paragraph 3 of Schedule Three which mortgagee or chargee is in possession thereof and is exercising its power of sale or against a person deriving title from such mortgagee or chargee

4.3.2.2 An occupant of an Affordable Housing Unit who has exercised a statutory right to acquire under the Housing and Regeneration Act 2008 or otherwise ("Occupant") or any person other than a Registered Provider deriving title under that Occupant

- 4.3.2.3 Any person acquiring a shared ownership lease of an Affordable Housing Unit (“Lessee”) or any person other than a Registered Provider deriving title under that Lessee
- 4.3.2.4 Any person who was previously the Lessee of an Affordable Housing Unit who has exercised their right to staircase ownership up to 100% ownership
- 4.3.2.5 A mortgagee of an Occupant or Lessee in the event that a mortgagee of an Occupant or Lessee seeks to dispose of an Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of the mortgage
- 4.3.2.6 A successor in title or their mortgagee pursuant to clauses 4.3.2.1 to 4.3.2.5 above
- 4.4 A successor in title to the First Owner Land or any part of the First Owner Land shall not be bound by any of the covenants contained in this Deed which do not relate to the First Owner Land or that part of the First Owner Land acquired by such successor in title
- 4.5 A successor in title to the Second Owner Land or any part of the Second Owner Land shall not be bound by any of the covenants contained in this Deed which do not relate to the Second Owner Land or that part of the Second Owner Land acquired by such successor in title
- 4.6 The planning obligations and covenants set out in this Deed shall not be enforceable:-
 - 4.6.1 against the First Owner in so far as they relate to the Second Owner Land
 - 4.6.2 against the Second Owner in so far as they relate to the First Owner Land
- 4.7 The provisions of this Agreement shall not be binding upon nor enforceable against a Registered Provider in respect of the Affordable Housing Land only other than the provisions set out in Schedule Three

4.8 Liability for Breach

4.8.1 The First Owner shall not be liable for a breach of any covenant contained in this Deed

4.8.1.1 insofar as the breach relates to any part of the First Owner Land at any time after it has disposed of its freehold interest in the First Owner Land or in the part of the First Owner Land in respect of which the breach occurs (provided that the disposal of its/their interest has not been made pursuant to an Anti Avoidance Disposal) save for any antecedent breach

4.8.1.2 insofar as the breach relates to any part of the First Owner Land and/or the Medway Land at any time during which a third party is liable for the breach in question under the terms of a separate agreement made pursuant to Section 106 of the Planning Act relating to the Development and covering the obligation or obligations which have been breached

4.8.1.3 at any time after the Council has disposed of its freehold interest in or granted a lease of 75 years or more of the Medway Land or that part of the Medway Land in respect of which the breach occurs

4.8.2 The Second Owner shall not be liable for a breach of any covenant contained in this Deed

4.8.2.1 insofar as the breach relates to any part of the Second Owner Land at any time after it has disposed of its freehold interest in the Second Owner Land or in the part of the Second Owner Land in respect of which the breach occurs (provided that the disposal of its/their interest has not been made pursuant to an Anti Avoidance Disposal) save for any antecedent breach

4.8.2.2 insofar as the breach relates to any part of the Second Owner Land and/or the Medway Land at any time during which a third party is liable for the breach in

question under the terms of a separate agreement made pursuant to Section 106 of the Planning Act relating to the Development and covering the obligation or obligations which have been breached

4.8.2.3 at any time after the Council has disposed of its freehold interest in or granted a lease of 75 years or more of the Medway Land or that part of the Medway Land in respect of which the breach occurs

4.8.3 No other person shall be liable for a breach of a covenant contained in this Deed after they have irrevocably parted with all their interest in the Site or in the part of the Site in respect of which such breach occurs otherwise than pursuant to an Anti Avoidance Disposal and shall upon parting with such interest be released from all liability whatsoever under the terms of this Agreement (save for any antecedent breach)

5. COVENANTS

5.1 Owner Covenants with the Council

Subject to clause 4.6 the Owner covenants with the Council to observe the restrictions and perform the obligations set out in Schedule One Schedule Two and Schedule Three

5.2 The Council's Covenants as Planning Authority

The Council covenants as Planning Authority to perform the obligations set out in Schedule Four and any other obligations set out in Schedules One Two and Three in so far as they apply to the Council

Further Owner's Covenants

The Owner further covenants with the Council:

5.3.1 At least 28 days before the Commencement of the Development of any Main Phase or any Sub Phase to notify the Development Manager in writing of the date

- on which it is intended to commence work on a Main Phase or a Sub Phase and informing the Council (if the Council has granted any planning permission pursuant to section 73 of the Planning Act) of the reference number of the Permission which is to be implemented
- 5.3.2 Within 14 days after Commencement of Development of the Main Phase or any Sub Phase to notify the Development Manager in writing of the date of the Commencement of Development on a Main Phase or the Sub Phase
- 5.3.3 Within fourteen days after any Trigger Date to notify the Development Manager of the date and the event that occurred on the Trigger Date
- 5.3.4 To retain such records and information and within fourteen days of a written request by the Council to provide the Council with such records and information as the Council reasonably request and reasonably require to enable the Council to satisfy itself that the Owner is complying with all its obligations under this Deed and the conditions to be attached to the Permission
- 5.3.5 To pay the Monitoring Officer's Costs as follows:
- 5.3.5.1 The sum of £3000.00 (three thousand pounds) within 14 days of the completion of this Deed
- 5.3.5.2 The sum of £2,700.00 (two thousand and seven hundred pounds) within 14 days of Commencement of the Development

6. DECLARATIONS AND AGREEMENTS

6.1 Effective Date

- 6.1.1 This Agreement (save for clauses 1 to 4 inclusive and clauses 5.3 and 6 and Schedule Four Clause 1 which shall take effect on the date of this Deed and the Pre-Commencement Obligations which shall take effect as provided for in Clause 6.1.2) shall not take effect (and thereafter only as provided for in Schedules One

Two Three and Four) until the following conditions precedent have both been satisfied:-

(i) The Permission has been granted by the Council

(ii) The Commencement of the Development

6.1.2 The Pre-Commencement Obligations shall take effect after the Permission has been granted by the Council and for the avoidance of doubt before the Commencement of the Development

6.1.3 The Owner covenants with the Council and the Council covenants as Planning Authority to comply with the Pre Commencement Obligations in accordance with the Schedules once those obligations come into effect

6.2 Council's Costs

The Council's Costs is a sum payable pursuant to Section 106(1)(d) of the Planning Act

6.3 Termination of this Deed

6.3.1 This Deed will come to an end if

6.3.1.1 the Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Deed or any part of it irrelevant, impractical or unviable

6.3.1.2 the Permission expires before Commencement of the Development

6.3.2 Where the Deed comes to an end under clause 6.3.1 at the request of the Owner or either of them the Council shall vacate or cancel the entry made in the Local Land Charges Register in relation to this Deed or otherwise record the fact that it has come to an end and no longer affects the Site

6.4 Notices

Any notice consent or approval or request for approval or consent 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 clause 1 or such other address as shall have been notified in writing to the party giving the notice consent or approval or request for approval or consent and in the case of a notice or request for approval or consent to be served on the Council addressed to the Development Manager and in the case of the First Owner a duplicate of any notice consent or approval or request for approval or consent to be given under this Deed shall simultaneously be sent to the First Owner at The Cedars Holborough Road Snodland, ME6 5PW marked for the attention of the Land and Planning Director and it is hereby agreed by the parties that any time limit specified herein for the giving of approval or consent will not commence until and unless the request for approval or consent has been properly served in accordance with this clause

6.5 Severance

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

6.6 Waiver by the Council

No waiver (whether express or implied) by the Council of any breach or default by a Party in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council 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

6.7 Registration as a Local Land Charge

This Deed is a Local Land Charge and shall be registered as such by the Council

6.8 Dispute Resolution

6.8.1 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 Schedule Five

6.8.2 The decision of an expert appointed under the Dispute Resolution Procedure shall be final and binding on all of the parties to the dispute

6.9 Overdue Payment

6.9.1 Payments required under the terms of this Deed shall for the purposes of this clause be deemed to fall due and to be payable on the date specified for payment in the relevant clause or if no date is specified in the relevant clause then within 21 days after the occurrence of the Trigger Date for the relevant payment

6.9.2 In the event of any delay in making payment required under this Deed interest shall be payable on the amount payable at the rate of three (3) per cent above the National Westminster Bank plc base lending rate from time to time in force from the date that the relevant payment falls due to the date of actual payment

6.10 Indexation and VAT

6.10.1 Any sums which become payable under this Deed to the Council on a date more than twelve months after the date of this Deed and other than the Council's Costs and the Monitoring Officer Costs and the Open Space Contribution shall be subject to Indexation

6.10.2 Where a sum is subject to Indexation the actual sum due to the Council ("the Indexed Sum") shall be calculated (upwards or downwards) in accordance with the formula:

Where:

$$\text{Indexed Sum} = \text{Initial Sum} \times \frac{\text{Index at Due Date}}{\text{Index at Base Date}}$$

6.10.2.1 "the Initial Sum" is the original sum specified in this Deed

6.10.2.2 "the Due Date" is the date specified for payment in the relevant clause or if no date is specified in the relevant clause then 21 days after the occurrence of the event triggering the relevant payment or calculation of the relevant sum and

6.10.2.3 "the Base Date" is the date of this Deed

PROVIDED THAT where payment is not made on the Due Date the provisions of clause 6.9.2 will have effect in relation to Indexed Sum

6.10.3 All sums due under this Deed are exclusive of VAT and the paying party shall pay to the Council in addition to such sums any VAT properly payable in respect thereof upon production of a valid and properly addressed VAT invoice

6.10.4 The Open Space Contribution shall not be subject to Indexation

6.11 No Fettering of Discretion

This Deed shall not fetter prejudice or affect the exercise of any statutory or regulatory power duty or discretion of the Council

6.12 Variation

No variation or modification of this Deed shall be valid unless made by Deed executed by all the parties or their respective successors

6.13 Contracts (Rights of Third Parties) Act 1999

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

6.14 Planning Permission

Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval

6.15 Discharge by Performance

Upon the performance discharge or other fulfilment of any obligation under the terms of this Deed such covenant or obligation shall absolutely cease and determine

6.16 Revision of Masterplan and/or Phasing Plan

6.16.1 If, pursuant to the conditions attached to the Permission the First Owner or the Second Owner submits a revised Masterplan or Phasing Plan (as defined in those conditions) to the Council for approval it covenants with the Council that it shall at the same time submit a document to the Council ("the Trigger Review") showing the effect that the revised Masterplan and/or Phasing Plan would have on the timing of the Triggers in relation to the Development as a whole and in particular where a change in the Masterplan and/or Phasing Plan will result in more Housing Units being constructed across the whole Site before a particular Trigger is reached in accordance with the previously approved Masterplan and/or previously approved Phasing Plan the Trigger Review shall include details of: -

6.16.1.1 The number of Housing Units to be built across the whole Site prior to each Trigger being reached if the Development proceeded in accordance with the then approved Masterplan and/or the then approved Phasing Plan and

6.16.1.2 The number of Housing Units to be built across the whole Site prior to each Trigger being reached if the Development is to proceed in accordance with the proposed revised Masterplan and/or the proposed revised Phasing Plan

6.16.2 If in the reasonable opinion of the Council in relation to any particular Trigger the difference between the two figures required to be included in the Trigger Review in accordance with clause 6.16.1 above is considered to be significant the Council may require, as a pre-condition of the approval of any such proposed revised

Masterplan and/or Phasing Plan the Triggers as set out in this Deed in relation to one or more particular obligations to be varied and all the parties shall use all reasonable endeavours to negotiate and complete a variation of this Deed to reflect the required change PROVIDED THAT the Council shall not require any change in the Triggers which would alter in any way any part of the Development which has commenced prior to the submission of the Trigger Review AND PROVIDED FURTHER that the Trigger Review shall relate solely to the timing of Triggers and not to the substance of any obligation contained in Schedules One to Three of this Deed

- 6.16.3 The Council acknowledges and accepts that whilst the Planning Application makes reference to the Site being developed in only two phases the Development will be undertaken in a number of Main Phases and Sub Phases (and in excess of two phases) and the actual phasing of the Development will be agreed with the Council as the Development progresses and subject to any Reserved Matters Applications which will be submitted in due course in accordance with the appropriate conditions of the Permission the Council also acknowledges and accepts that the Masterplan is at this stage illustrative only

6.17 Other planning permissions

Nothing in this Deed shall be construed as prohibiting limiting or affecting any right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted by the Council or on appeal after the date of this Deed and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Commencement of the Development under the terms of this Deed

IN WITNESS whereof this Deed has been duly executed as a Deed by the parties the day
and year first before written

SCHEDULE ONE

Travel Plans and Car Club

1. Travel Plan Monitoring Costs

1.1. To pay the Travel Plan Monitoring Costs Contribution to the Council as follows:

1.1.1. The sum of Four Thousand Pounds (£4,000.00) within 21 days of the Commencement of the Development

1.1.2. The sum of Four Thousand Pounds (£4,000.00) within 21 days of the first Occupation of the 50th Housing Unit

2. Car Club

2.1 Prior to the Commencement of the Development in any Main Phase or Sub Phase the Owner shall submit to the Council for approval the location of the car club facilities and administrative functions for that Main Phase or Sub Phase and the location of the dedicated car club parking facilities within that Main Phase or Sub Phase and shall not Commence Development until the Council have approved such details

2.2 Prior to first Occupation of any part of a Main Phase or Sub Phase the Owner shall submit to the Council for approval a Car Club Strategy relating to that Main Phase or Sub Phase

2.3 The Car Club Strategy will include by way of example and not limitation details of:

2.3.1 The number of car club vehicles to be provided in relation to the number of units completed

2.3.2 Membership fees and funding strategy to make the Car Club self-funding

2.3.3 Membership requirements (provided that all residents of the Housing Units and employees of businesses located at any Non-residential Building shall be entitled to membership)

- 2.3.4 Staffing
- 2.3.5 Vehicle types, maintenance and replacement strategy
- 2.3.6 Marketing and promotion, including a special launch event and introductory offers to encourage use
- 2.3.7 Monitoring strategy, in conjunction with the Council
- 2.4 The Owner shall not Occupy any part of a Main Phase or Sub Phase until the Car Club Strategy for that Main Phase or Sub Phase has been approved in writing by the Council or the Council has certified that the Owner is not required to submit a Car Club Strategy in relation to that Main Phase or Sub Phase as a result of reaching its expenditure limit as set out in paragraph 2.6 of this Schedule
- 2.5 Subject to paragraph 2.6, the Owner shall implement the approved Car Club Strategy or Strategies
- 2.6 The maximum amount that the Owner shall be required to expend in pursuance of its obligations under paragraphs 2.1 to 2.5 of this Schedule in total in respect of the Development is Ten Thousand Pounds (£10,000.00) and the Owner within 14 days of a request by the Council shall submit such reasonable proof of expenditure on such obligations as is reasonably required by the Council
- 3 The Travel Plan Monitoring Costs and Car Club provisions contained in this Schedule One shall not attach bind or apply to or be enforceable in respect of the Morgan Site Relocation

SCHEDULE TWO

General Obligations

1. Knight Road and Temple Manor Public Realm

- 1.1 To pay one half of the Knight Road/Temple Manor Public Realm Contribution (£50,000.00) to the Council within 21 days of the first Occupation of the 50th Housing Unit
- 1.2 To pay the other half of the Knight Road/Temple Manor Public Realm Contribution (£50,000.00) to the Council within 21 days of the first Occupation of the 100th Housing Unit

2. Roman Way/Cuxton Road Junction Public Realm

To pay the Roman Way/Cuxton Road Public Realm Contribution to the Council within 21 days of the first Occupation of the 50th Housing Unit

3. Doctors Surgery/Doctors Practices Development

- 3.1 To pay the Health Contribution to the Council in relation to each Main Phase or Sub Phase on the Occupation of 75% of the Housing Units within that Main Phase or Sub Phase and not to Occupy any more than 75% of the Housing Units within that Main Phase or Sub Phase until the Health Contribution in relation to that Main Phase or Sub Phase has been paid to the Council or as the Council may direct
- 3.2 For the avoidance of doubt it is agreed and declared by the Parties that the maximum amount of the Health Contribution shall be the sum of Two Hundred and Ninety Thousand One Hundred and Twenty Nine Pounds (£290,129.00) and there shall be no obligation or requirement on the Owner to pay any further contribution to the provision of Doctors Surgery/Doctors Practice Development over this maximum amount and the provisions of this paragraph 3 shall no longer have effect after the maximum amount has been paid

- 3.3 If on completion of a Main Phase or Sub Phase the Owner establishes that fewer Housing Units were actually constructed within that Main Phase or Sub Phase than the number of Housing Units which were used/applied in the calculation of the Health Contribution for that Main Phase or Sub Phase then the Council will refund to the Owner any overpayment of Health Contribution in respect of that Main Phase or Sub Phase within 2 months of the Owner establishing and notifying the Council in writing of any overpayment made

4. **Bus Transport Strategy**

- 4.1 Prior to the Commencement of the Development to enter into negotiations with one or more potential Bus Operators with a view to establishing whether or not the required Bus Service can in fact be provided as envisaged by the Bus Transport Strategy (as herein defined)
- 4.2 Subject to the outcome of the negotiations in sub-clause 4.1 to submit a Bus Transport Strategy to the Council for approval as soon as reasonably practicable after the Commencement of the Development
- 4.3 In the event that the Bus Service is provided by a Bus Operator by agreement between the Owner and the Bus Operator then the payment of the Bus Service Contribution shall be paid to the said Bus Operator direct (and not the Council) in accordance with the provisions herein contained and the Owner shall provide the Council with evidence of payments made
- 4.4 In the event the Owner cannot (having used Reasonable Endeavours to do so) enter into a direct agreement with a Bus Operator to provide the Bus Service before the first Occupation of the 50th Housing Unit the Owner shall notify the Council that it will pay the Bus Service Contribution to the Council (in accordance with the provisions herein contained) with a view to the Council providing or

procuring the provision of the Bus Service which the Council will do as soon as reasonably possible

4.5 The Bus Service Contribution shall be paid as follows:-

4.5.1 The sum of Fifty Thousand Pounds (£50,000.00) within 21 days of the first Occupation of the 100th Housing Unit

4.5.2 The sum of Fifty Thousand Pounds (£50,000.00) within 21 days of the first Occupation of the 200th Housing Unit

4.5.3 The sum of Fifty Thousand Pounds (£50,000.00) within 21 days of the first Occupation of the 300th Housing Unit

4.5.4 The sum of Fifty Thousand Pounds (£50,000.00) within 21 days of the first Occupation of the 400th Housing Unit

4.6 For the avoidance of doubt it is agreed and declared by the Parties that the maximum amount of the Bus Service Contribution shall be the sum of Two Hundred Thousand Pounds (£200,000.00) and there shall be no obligation or requirement on the Owner to expend any further monies in providing or maintaining the Bus Service

4.7 The Owner gives no warranty that the Bus Service can be provided an/or how long a Bus Operator is prepared to provide the Bus Service

5. **Waste Management**

5.1 To pay to the Council the Waste Management Contribution within 21 days of the first Occupation of the 50th Housing Unit

6. **Safer Routes to Schools Project**

6.1 To pay the Safer Routes to Schools Contribution to the Council within 21 days of the first Occupation of the 50th Housing Unit

7. **Open Space Contribution and Public Spaces**

- 7.1 To submit and obtain the approval of the Council to the Landscape and Open Space Management Plan for the Site prior to the Commencement of the Development and not to Commence Development until the Landscape and Open Space Management Plan has been approved by the Council
- 7.2 The Open Space Contribution shall be paid to the Council as follows:-
- 7.2.1 The sum of Fifty Thousand Pounds (£50,000.00) within 21 days of the Commencement of the Development
- 7.2.2 The sum of Fifty Thousand Pounds (£50,000.00) within 21 days of the first Occupation of the 100th Housing Unit
- 7.2.3 The sum of One Hundred Thousand Pounds (£100,000.00) within 21 days of the first Occupation of the 200th Housing Unit
- 7.2.4 The sum of One Hundred Thousand Pounds (£100,000.00) within 21 days of the first Occupation of the 300th Housing Unit
- 7.2.5 The sum of One Hundred Thousand Pounds (£100,000.00) within 21 days of the first Occupation of the 400th Housing Unit
- 7.2.6 The sum of One Hundred and Thirty Five Thousand Five Hundred Pounds (£135,500.00) within 21 days of the first Occupation of the 500th Housing Unit

SCHEDULE THREE

Affordable Housing Obligations

- I. **Submission of an Affordable Housing Plan**
- I.1 To ensure that the details contained in the Phasing Plan are incorporated into an Affordable Housing Plan for each Main Phase and Sub Phase and to submit an Affordable Housing Plan for each Main Phase and Sub Phase to the Council for its approval
- I.2 Not to cause permit or suffer the submission of any Reserved Matters Application in respect of any of the Main Phases or Sub Phases which include residential development of any Housing Units until the Affordable Housing Plan for that Main Phase or Sub Phase has been submitted in writing to and approved in writing by the Council and for the avoidance of doubt the Council shall be entitled to withhold its consent to an Affordable Housing Plan if the mix of tenure the location and size or spread of the Affordable Housing Units as shown on the Affordable Housing Plan is not in accordance with this Deed
- I.3 To ensure that the details contained in the Approved Affordable Housing Plan are incorporated in the Reserved Matters Applications for the Main Phase or any Sub Phase to which that Approved Affordable Housing Plan relates and that the approved details are carried out and implemented unless otherwise agreed with the Council
- I.4 Not to Commence Development in any Main Phase or Sub Phase until the Affordable Housing Plan for that Main Phase or Sub Phase has been approved in writing by the Council
- I.5 It is hereby agreed between the Parties that the Owner may from time to time submit to the Council for prior written approval revisions to an Affordable

Housing Plan or an Approved Affordable Housing Plan where such revisions are necessary in order to change the Affordable Housing Plan or Approved Affordable Housing Plan PROVIDED THAT the Affordable Housing Units shall only ever be provided in accordance with an Approved Affordable Housing Plan or in accordance with such revisions as have been formally approved by the Council in writing

2. **Affordable Housing Provisions**

- 2.1 Unless the Owner and the Council agree otherwise to ensure that not less than 25% of the Housing Units on the Site shall be Affordable Housing Units
- 2.2 To use Reasonable Endeavours to procure that the tenure distribution and size of the Affordable Housing Units comply with the Council's policy objectives as set out in the Council publication "A Guide to Developer Contributions – Supplementary Planning Document" or any replacement document as shall be in force at the time of the provision of the Affordable Housing Units unless otherwise agreed in writing with the Council the Council having regard to adopted and emerging national and local policies
- 2.3 To ensure that the Affordable Housing Units are built to meet or exceed the standards set out in the Council publication " A Guide to Developer Contributions – Supplementary Planning Document" or any replacement document as shall be in force at the time of the provision of the Affordable Housing Units and any minimum nationally recognised standards unless otherwise agreed with the Council
- 2.4 To ensure that the Affordable Housing Units are constructed in accordance with the Approved Affordable Housing Plan for the Main Phase or the Sub Phase within which the Affordable Housing Units are to be constructed

- 2.5 To ensure that any transfer of the Affordable Housing Land shall contain such provisions as are set out in paragraph 2.15 of this Schedule
- 2.6 Not to use the Affordable Housing Land except for the provision of the Affordable Housing except that prior to the transfer of the Affordable Housing Land or any part of it to a Registered Provider in accordance with the terms of this Schedule Three the Affordable Housing Land or any part of it may be used for (i) other purposes with the prior written consent of the Council or (ii) as a temporary compound or landscaping reserve land without the Council's prior consent being required
- 2.7 Not to cause or permit the Occupation of a Housing Unit within a particular Main Phase or a Sub Phase until
- 2.7.1 the Council approves in writing a Registered Provider or Registered Providers to undertake the management of the Affordable Housing Units on that Main Phase or Sub Phase; or
- 2.7.2 the Owner informs the Council in writing that it intends to develop the Affordable Housing Units in that Main Phase or Sub Phase under the Homes and Communities Agency's Management Accreditation Scheme and that the provision of the Affordable Housing Units is being funded in accordance with Section 27A of the Housing Act 1996 (as amended by the Housing Act 2004)
- 2.8 Where 2.7.1 applies if at any stage negotiations to transfer the Affordable Housing Land to any such approved Registered Provider fail the Owner shall obtain the approval of the Council to an alternative Registered Provider as soon as possible
- 2.9 Where 2.7.1. applies to accept an offer for the purchase of the Affordable Housing Land within a Main Phase or Sub Phase (or any part thereof) from a Registered Provider approved by the Council which complies with the Approved Affordable

Housing Plan for that Main Phase or Sub Phase and with this Schedule Three and which offer is equal to the Affordable Housing Price (but for the avoidance of doubt this paragraph shall not prevent the Owner from transferring the Affordable Housing Land or any part thereof to a Registered Provider at less than the Affordable Housing Price) and on terms and conditions which are otherwise acceptable to the Owner

- 2.10 Where 2.7.1 applies for each Main Phase or Sub Phase to use all Reasonable Endeavours to enter into a contract with the approved Registered Provider or Registered Providers for the transfer of the Affordable Housing Land in that Main Phase or Sub Phase and to keep the Council reasonably informed of the progress of any negotiations to dispose of the Affordable Housing Land
- 2.11 Not to cause or permit the Occupation of more than 60% of the Private Housing Units in a Main Phase or Sub Phase until either
 - 2.11.1 A contract has been exchanged with the approved Registered Provider or Registered Providers at the Affordable Housing Price for the sale of the Affordable Housing Land in that Main Phase or Sub Phase or the Affordable Housing Land has already been transferred to the approved Registered Provider or Registered Providers in accordance with the relevant Approved Affordable Housing Plan and the provisions of this Schedule Three or
 - 2.11.2 where the Owner intends to undertake the long-term management of the Affordable Housing Dwellings for that Main Phase or Sub Phase the Owner has:
 - (a) become accredited pursuant to the Home and Communities Agency Management Accreditation Scheme and produced evidence of this to the Council; and

- (b) entered into a funding agreement in relation to that Housing Phase with the Homes and Communities Agency in accordance with section 27 of the Housing Act 1996 and produced a copy of the agreement to the Council (if appropriate); and
 - (c) entered into a Nominations Agreement with the Council
- 2.12. Not to transfer the Affordable Housing Land or any part thereof to a Registered Provider without first procuring that such Registered Provider has entered into a Nominations Agreement in favour of the Council
- 2.13 Where the construction of the Affordable Housing Units is within the control of the Owner (but not further or otherwise) not to cause or permit Occupation of more than 85% of the Private Housing Units in a Main Phase or Sub Phase before all the Affordable Housing Units within that Main Phase or Sub Phase have been constructed in accordance with the Permission and made ready for residential occupation and written notification of such has been received by the Council for the avoidance of doubt (a) where construction of the Affordable Housing Units is carried out by the Registered Provider or a third party or (b) the Affordable Housing Units are being constructed by the Owner on behalf of the Registered Provider or a third party and there is a bona fide dispute between those parties then in such circumstances delay or failure to construct the Affordable Housing Units within a Main Phase or Sub Phase shall not prevent the Occupation of the Private Housing Units
- 2.14 Subject to the provisions of paragraph 2.17 of this Schedule to transfer the Affordable Housing Land or any part thereof to the Registered Provider or Registered Providers with full title guarantee and with vacant possession

- 2.15 The contract for the transfer of the Affordable Housing Land shall be first approved in writing by the Council PROVIDED THAT the Council shall be entitled to withhold its consent if such contract does not ensure that the Affordable Housing Land shall only be used for the purposes of Affordable Housing in perpetuity (subject to the provisions of paragraphs 2.17 and 2.18 of this Schedule) or if the contract does not require the transfer to contain the following provisions (unless evidence is produced to the Council, to its reasonable satisfaction, that the Registered Provider has agreed otherwise and the Council agrees in writing to the omission) :
- 2.15.1 The value to be paid to the Owner for the Affordable Housing Units by the Registered Provider shall be not more than the Affordable Housing Price
- 2.15.2 The Owner shall grant to and may reserve from the Registered Provider reasonable pedestrian and vehicular access to and egress from the Affordable Housing Land together with rights for all necessary services
- 2.15.3 The Owner and the Registered Provider shall bear their own costs in relation to the transfer
- 2.15.4 the disposal shall be free of all financial charges and of any restrictive covenants or other third party rights which would prevent the use of the Affordable Housing Land for the purpose for which it is transferred
- 2.15.5 the disposal shall be subject to the relevant Edition of the Standard Commercial Property Conditions (at the time of the disposal) except insofar as they are inconsistent with the provisions of this clause or any other express provision of this Deed
- 2.15.6 the transfer shall contain a covenant by the Registered Provider not to use the Affordable Housing Land otherwise than for the purposes of Affordable Housing

- 2.15.7 a reservation to the Owner of all rights for laying repairing maintaining and renewing the service media and the right of free and uninterrupted passage of services through such service media and rights of access and entry and rights of support reasonably necessary for the purposes of the Development (including its construction)
- 2.15.8 such covenants and rights as the Owner may reasonably require for the construction and maintenance of the Development and the preservation of its appearance
- 2.15.9 such other terms as the Registered Provider agrees with the Owner
- PROVIDED THAT for the avoidance of doubt the Owner may transfer different parts of the Affordable Housing Land to more than one Registered Provider
- 2.16 For the purposes of this Schedule Three "transfer" shall include the grant of a long lease for a term of not less than 125 years and in the case of such a leasehold grant to a Registered Provider:
- 2.16.1 the ground rent reserved by the lease shall not exceed £10 per annum
- 2.16.2 any service charge payable under the lease shall be no more than a fair and reasonable proportion of the any of the following costs
- 2.16.2.1 repair maintenance and decoration of the structure the exterior or the internal common parts of the building in which the Affordable Housing Units are situate (including any equipment within the communal parts such as fire and safety equipment)
- 2.16.2.2 insurance of the building in which the Affordable Housing Units are situate
- 2.16.2.3 maintenance of any gardens roads access ways footpaths car parks bin stores fences gates and other boundary structures serving the relevant Affordable

Housing Units in common with other properties in the vicinity of the relevant Affordable Housing Units

2.16.2.4 other services to be provided by the landlord of the building in which the Affordable Housing Units are situate and which are agreed in writing by the Registered Provider

2.17 If despite using Reasonable Endeavours the Owner fails to agree terms for the transfer of the Affordable Housing Land in accordance with the Approved Affordable Housing Plan within any Main Phase or Sub Phase with a Registered Provider by the Occupation of 25% of the Private Housing Units within that particular Main Phase or Sub Phase then

- (a) the Owner shall be entitled (if it wishes to do so) to put forward (i) an alternative scheme or schemes for the delivery of Affordable Housing within that Main Phase or Sub Phase or (ii) alternative proposals which could include the provision of an equivalent amount and type of Affordable Housing Units on a different site within Medway and/or the payment of a contribution to the Council to be put towards the delivery of Affordable Housing off the Site ("Alternative Off Site Provision") which the Council shall consider and in good faith discuss with the Owner with the view of agreeing as soon as possible an alternative solution for the provision of Affordable Housing within that Main Phase or Sub Phase either within that Main Phase or Sub Phase or in lieu of provision in that Main Phase or Sub Phase
- (b) If the Council and the Owner acting reasonably have not agreed an alternative solution under either (i) or (ii) above within four (4) months then the Council shall (if required to do so by the Owner) accept and

complete a transfer to the Council of the relevant Affordable Housing Land
from the Owner at the Affordable Housing Price

2.18 If the Council and the Owner agree an Alternative Off Site Provision or a transfer of the Affordable Housing Land to the Council is completed under paragraph 2.17 of this Schedule then:

- (i) the relevant part of the Affordable Housing Land shall be released from the restriction as to the use of the land under paragraph 2.6 and 2.15 of this Schedule and
- (ii) the restrictions in paragraphs 2.7 2.11 and 2.13 shall also cease to have effect as regards the Main Phase or Sub Phase in question

SCHEDULE FOUR

The Council's (Local Planning Authority) Covenants

1. To issue the Permission within fourteen days of the date of this Deed incorporating the conditions set out in the Draft Conditions
2. To co-operate insofar as is reasonable with the Owner in the performance of its/their obligations under this Deed
3. In the discharge of its obligations in paragraph 5 of this Schedule to consult with and pay due regard to the views of the Owner on the proposed improvements to the public realm of Knight Road and the setting of Temple Manor and how the contributions under paragraphs 1.1 and 1.2 of Schedule Two shall be spent and applied
4. Not to use any Contribution other than for the purpose specified below in relation to that Contribution without the prior written consent of the Owner
5. Not to use the Knight Road/Temple Manor Public Realm Contribution other than for improvements to the public realm of Knight Road and the setting of Temple Manor and to spend and apply such Contribution as soon as reasonably possible after the date of its payment and for the purpose for which it was paid
6. Not to use the Roman Way/Cuxton Road Public Realm Contribution other than for improvements to the public realm within the area of the Roman way/Cuxton Road roundabout and to spend and apply such Contribution as soon as reasonably possible after the date of its payment and for the purpose for which it was paid
7. Not to use the Bus Service Contribution (if it is paid to the Council) other than for the provision of the Bus Service serving the Site and to spend and apply such

Contribution as soon as reasonably possible after the date of its payment and for the purpose for which it was paid

8. Not to use the Open Space Contribution other than for the management and maintenance of the Public Spaces and for the avoidance of doubt the Riverside Walk in accordance with the Landscape and Open Space Management Plan and for no other purpose (PROVIDED THAT the Landscape and Open Space Management Plan can be varied if agreed in writing by all parties) and the Council shall undertake such management and maintenance itself or procure that it is so undertaken in accordance with the Landscape and Open Space Management Plan
9. Not to use or permit to be used any of the Health Contribution otherwise than for the Doctors Surgery/Doctors Practices Development (but without prejudice to this covenant it is hereby agreed that the Council may (but at the Council's sole risk) pass the Health Contribution to the Primary Care Trust or as the Primary Care Trust directs in order to deliver the Doctors Surgery/Doctors Practices Development) and if the Council does so the Council shall use all Reasonable Endeavours to procure from the party to which the Contribution is passed a covenant in favour of the Owner to deliver the Doctors Surgery/Doctor's Practice Development PROVIDED THAT this shall not in any way lessen discharge or vary the Councils direct covenant to the Owner in this paragraph
10. Not to use the Waste Management Contribution other than for the provision development and implementation of a more sustainable waste strategy for the area/region comprising the Site including without limitation the provision of household waste receptacles litter bins canine bins recycling and bring site facilities graffiti removal and waste management information and education

- initiatives and to spend and apply such Contribution as soon as reasonably possible after the date of its payment and for the purpose for which it was paid
11. Not to use the Safer Routes to Schools Contribution otherwise than towards the Safer Routes to Schools Project and to spend and apply such Contribution as soon as reasonably possible after the date of its payment and for the purpose for which it was paid
 12. Not to use the Travel Plan Monitoring Costs Contribution other than for the coordination and monitoring of Travel Plans
 13. Upon receipt of any of the sums payable to the Council under this Deed the Council shall if requested to do so supply its written receipt for the Contributions
 14. At the request of any party who paid a Contribution to return any part of Contributions which shall not have been used for the purposes set out above within a period of 10 years from the date of payment of the relevant contribution (or where the Contribution is paid in instalments from the date of payment of the last of such instalments) and in the case of the Open Space Contribution 15 years from the date of the practical completion of the Public Spaces and Riverside Walk together with simple interest at the base rate prevailing from time to time of National Westminster Bank calculated from the date of receipt of the relevant sum by the Council as evidenced by the Council's official receipt provided that the 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 Owner's request
 - 15.1 When the Public Spaces have been provided/practically completed in accordance with the terms of the Planning Permission and the Landscape and Open Space Management Plan within any Main Phase/Sub Phase and or the Development generally the Council shall on request from the Owner take a transfer of the land

- comprising such Public Spaces (in so far as it falls within either the First Owner Land and the Second Owner Land) at a nominal consideration of £1.00 ("the Transfer")
- 15.2 The Council and the Owner shall bear their own costs in relation to the Transfer and the disposal will be free of all financial charges and the disposal shall be subject to the Standard Conditions of Sale current at the time of the disposal
- 15.3 The Transfer will be in a form agreed between the Owner and the Council (acting reasonably) but will contain a covenant by the Council not to use the Public Spaces other than as public open space or as amenity areas for the use of the public and further covenants to ensure the management and maintenance of the Public Spaces in accordance with the Landscape and Open Space Management Plan
16. At the written request of the Owner the Council shall provide written confirmation of the discharge of all/any of the obligations contained in this Deed when satisfied that such obligations have been performed

SCHEDULE FIVE

Dispute Resolution Procedure

1. General

All differences and questions that arise between the Parties arising out of or connected with this Deed may be referred to an expert

2. Choice of Expert

2.1 If the difference or question relates to the construction of rights and liabilities of any Party or to the terms or conditions to be embodied in any deed or document appertaining thereto it shall be referred to a solicitor or barrister agreed upon by the Parties but in default of agreement appointed at the request of any Party by or on behalf of the Chairman from time to time of the Bar

2.2 If the difference or question relates to the occupancy or the terms of letting of any dwelling it shall be referred to a chartered surveyor agreed upon by the Parties but in default of agreement appointed at the request of any Party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors

2.3 If the difference or question relates to the question of assessing a "low income" or otherwise to matters usually and properly within the knowledge of a chartered accountant agreed upon by the Parties but in default of agreement appointed at the request of any Party by or on behalf of the President from time to time of the Institute of Chartered Accountants in England and Wales

2.4 If the difference in question relates to matters usually and properly within the knowledge of a Member of the Chartered Institute of Housing it shall be referred to a member of the said Institute agreed upon by the Parties but in default of

agreement appointed at the request of any Party by or on behalf of the President from time to time of the Chartered Institute of Housing

3. **No Further Submissions**

After delivery of counter submissions or (if none) after submission of written submissions no Party shall be entitled to make any further submissions and the expert shall forthwith deliberate and deliver to every Party to the dispute their decision in writing within a reasonable time of closing submissions or counter submissions

4. **Restriction on Terms of Decision**

The expert shall be restricted in settling the dispute to choosing between one of the proposals submitted by the Parties or elements compatible with one another from the submissions of different parties to the dispute

SCHEDULE SIX
DRAFT PLANNING PERMISSION

Draft Decision

MC/09/0417



MR Owen
David Lock Associates Limited
50 North Thirteenth Street
Central Milton Keynes
MK9 3BP

Development, Economy and Transport
Regeneration, Community and Culture
Gun Wharf
Dock Road
Chatham
Kent ME4 4TR
Telephone: 01634 331700
Facsimile: 01634 331195
Minicom: 01634 331300

App's Name MR D Simms Lafarge
Cement UK

TOWN & COUNTRY PLANNING ACT 1990

Town & Country Planning (Development Management Procedure) (England) Order 2010

Proposal: Outline application for planning permission providing up to 620 units (Use Class C3); up to 10,300 sqm of employment floorspace (Use Classes B1a/b/c, B2 and B8); up to 1,800 sqm of retail floorspace (Use Classes A1 to A5); up to 200 sqm community facilities (Use Classes D1/D2); strategic landscaping, improvements to open space, parking and related infrastructure including works in relation to site preparation, flood defence and land raising.

Location: Land between Roman Way and Knight Road, east of the Medway Valley railway line (Temple Waterfront) , Strood, Rochester, Kent

Notification of Grant of Planning Permission to Develop Land.

Take Notice that the Medway Council in pursuance of its powers under the above Act HAS GRANTED PERMISSION for the development of land as described above in accordance with your application for planning permission received complete on 31 March, 2009.

Time Limits

1 The development hereby permitted shall not commence later than whichever is the later of the following dates:-

- (i) 2 years from the date of the final approval of the reserved matters set out in condition 3 or,
- (ii) in the case of approval on different dates, within 2 years of the

final approval of the last such matter to be approved.

Reason. As required by the provisions of Section 92(2)(b) of the Town and Country Planning Act 1990.

- 2 Application for approval of the reserved matters required by condition 3 shall be made not later than 10 years after the date of this outline planning permission.

Reason. As required by the provisions of Section 92(2)(b) of the Town and Country Planning Act 1990.

- 3 Approval of the details of access, layout, appearance, scale and landscaping (hereinafter called "the reserved matters") for any given phase or sub-phase shall be obtained from the Local Planning Authority in writing before any development is commenced.

Reason. In order that the Local Planning Authority may be satisfied as to the details of the proposal in accordance with policy BNE1 of the Medway Local Plan 2003.

Plans

- 4 The development hereby permitted shall be carried out in accordance with drawing numbers LAF009/029 revision C, LAF009/030 revision G, LAF009/032 revision D, LAF009/033 revision D, LAF009/037 revision A, LAF009/038 revision C, LAF009/039 revision C and LAF009/040 revision B, the Flood Risk Assessment dated March 2009, Transport Assessment dated March 2009, Sustainability Strategy dated March 2009 received 31 March 2009 and additional documents including letter regarding Kent Wildlife Trust received on 30 June 2009, letter regarding provision of open standards and letter regarding design matters and standards with drawing number 041 received on 13 July 2009, letter regarding open space with drawing number 160.01 received on 14 July 2009, letter regarding contamination and ground gassing with memo from PBA dated 16 July 2009 and reference 13460/071, letter regarding ecological mitigation with drawing title: Proposed Invertebrate mitigation areas and letter regarding Environment Agency, Flood Risk and Land Raising with drawing numbers 13460/070/003, 13460/70/04, 13460/70/04 revision A, 13460/70/05 revision A and 13460/70/06 received on 23 July 2009.

Reason. For the avoidance of doubt and in the interests of proper planning

Environmental Statement/Masterplan/Phasing

- 5 The development hereby permitted shall be undertaken in accordance with the Development Framework Plan (David Lock Associates drawing number LAF009/029/C) submitted in support of the application, and the details contained within the Environmental Statement Volume 1: Main

Report dated March 2009, Environmental Statement Volume 2: Figures dated March 2009, Environmental Statement Volume 3: Appendices dated March 2009 accompanying the planning application or in accordance with any written approval or modification approved in writing by the Local Planning Authority during any subsequent reviews.

Reason: To ensure that the development is implemented in a manner that accords with the assessment of its environmental implications as detailed in the Environmental Statement accompanying the submitted planning

- 6 Prior to the submission of any reserved matters application a masterplan review shall be submitted to and approved in writing by the Local Planning Authority unless otherwise agreed in writing by the Local Planning Authority. Any reserved matters application shall thereafter be submitted in accordance with the approved masterplan.

Reason. To ensure the development is carried out in accordance with Policy S10 of the Medway Local Plan 2003.

- 7 Notwithstanding the submitted Phase 1 and Phase 2 drawings (drawing numbers 032 rev D and 033 rev D) and prior to the submission of the first reserved matters, a phasing plan identifying any main phase and the percentage of affordable housing which will be provided within each phase shall be submitted to and approved in writing by the Local Planning Authority. Subsequently and prior to the submission of any other reserved matters application, a review of the approved phasing plan shall be undertaken and the updated phasing plan identifying any main phase including the percentage of affordable housing which will be provided within each phase shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved phasing plan.

Reason: In accordance with the provisions set out under Medway Local Plan Policy H3 and to ensure the provision of affordable housing.

Details

- 8 Applications for the approval of reserved matters in relation to appearance for any part of the site must include the following details:-

(i) Typical sections through external walls showing eaves, verges, lintels, cills, balconies and porches of each building type at a scale to be agreed in writing with the Local Planning Authority

ii) Details in plan and section at a scale to be agreed in writing with the Local Planning Authority of any typical front garden between the buildings frontages and the adjoining footway, including details of any bin stores and car ports.

The development shall be implemented in accordance with the

approved details and shall be retained thereafter.

Reason. To ensure a satisfactory external appearance in accordance with Policy BNE1 of the Medway Local Plan 2003.

Open Space/Landscaping

9 Prior to the submission of the first reserved matters application pursuant to the development hereby permitted, a landscape and open space masterplan for the entire application site shall be submitted to and approved in writing by the Local Planning Authority. The landscape and open space master plan shall address the following:

- i) the overall hard and soft landscape framework for the development;
- ii) the typical landscaping treatment for the highway network within the application site as a whole;
- iii) typical landscaping treatment for the housing areas within the application site as a whole and other use areas within the application site as a whole;
- iv) details of the river walk, including the hard and soft landscaping treatment for this facility;
- v) typical landscaping treatments for any open space areas;
- vi) typical hard and soft landscaping treatments for the community facility and local centre; and
- vii) the strategy for the provision of public open spaces, play spaces and amenity areas.

The approved landscape and open space masterplan shall be used to inform the subsequent submission of details in these respects within each phase or sub-phase of the development.

Reason. To ensure a satisfactory external appearance and provision for landscaping in accordance with Policies BNE1 and BNE6 of the Medway Local Plan 2003.

10 Applications for the approval of reserved matters in relation to landscaping for a phase or sub-phase shall include full details of both hard and soft landscape works and any artefacts to be located within the public space of that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. These details shall include existing and proposed finished ground levels; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; all paving and external hard surfacing; minor artefacts and structures (play equipment, seating, refuse receptacles, planters, tree grilles, any other decorative feature(s), decking, paving and hardstanding material). Soft landscape works shall include details of planting plans, written specifications (including cultivation and other operations associated with grass and plant establishment, aftercare and maintenance); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate; and implementation programme.

Reason. To ensure a satisfactory external appearance and provision for landscaping in accordance with Policies BNE1 and BNE6 of the Medway Local Plan 2003.

- 11 All hard and soft landscape works shall be carried out in accordance with the approved details. The works relating to a phase or sub-phase shall be carried out prior to the occupation of any part of that development phase or sub-phase or alternatively in accordance with a programme submitted to and approved in writing by the Local Planning Authority.

Reason. To ensure a satisfactory external appearance and provision for landscaping in accordance with Policies BNE1 and BNE6 of the Medway Local Plan 2003.

- 12 Any tree and/or shrub planted pursuant to condition 11 and being removed or severely damaged, dying or becoming seriously diseased within 5 years of planting shall be replaced with a tree or shrub of similar size and species to that originally required to be planted.

Reason. In the interests of residential and visual amenity in accordance with Policies BNE1 and BNE2 of the Medway Local Plan 2003.

- 13 Prior to the commencement of development in any phase or sub-phase hereby permitted a landscape management plan relevant to that phase or sub-phase, including long-term design objectives, management responsibilities and maintenance schedules for all landscaped areas (except privately owned domestic gardens), shall be submitted to and approved in writing by the local planning authority. The landscape management plan for the phase or sub-phase shall be implemented in accordance with the approved details

Reason. To ensure a satisfactory external appearance and provision for landscaping in accordance with Policies BNE1 and BNE6 of the Medway Local Plan 2003.

Community Facilities

- 14 Prior to the submission of any reserved matters application a programme for the delivery of the community facility and local centre shall be submitted to and approved in writing by the Local Planning Authority. The community facility and local centre shall be implemented in accordance with the approved programme.

Reason. To ensure satisfactory community use provision in accordance with Policies CF2 and R9 of the Medway Local Plan 2003.

Design Codes/Materials/Appearance

- 15 Prior to the commencement of development hereby permitted, Design

Codes shall be submitted to and approved in writing by the Local Planning Authority. The design codes shall include details of street widths, block heights and lengths, corners, ground floor frontages and parking arrangements for each phase or sub phase of the development. All reserved matters applications submitted pursuant to this permission shall conform with and shall include a statement of conformity with the relevant approved Design Code.

Reason. To ensure a satisfactory external appearance in accordance with Policy BNE1 of the Medway Local Plan 2003.

- 16 Prior to the commencement of any works permitted in any phase or sub-phase on the external faces of an individual building, details and samples of all materials to be used on all external faces of that building in that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. Each building shall thereafter be constructed in accordance with the approved details,.

Reason. To ensure a satisfactory external appearance in accordance with Policy BNE1 of the Medway Local Plan 2003.

- 17 Prior to the commencement of development hereby permitted in a phase or sub-phase of the development hereby permitted details and samples, where appropriate, of all boundary walls, railings, gates, fences and other means of enclosure relating to that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. The relevant phase or sub-phase of the development shall be implemented in accordance with the approved details and all approved details and samples shall thereafter be retained.

Reason. To ensure a satisfactory external appearance and a satisfactory external relationship with its surroundings in accordance with Policies BNE1 and BNE6 of the Medway Local Plan 2003.

Play Equipment/Public Art

- 18 Within the application site as a whole equipped play facilities shall be provided in accordance with the Development Framework Plan pursuant to Condition 5.

Reason. To ensure the satisfactory provision of play equipment in accordance with Policy L4 of the Medway Local Plan 2003.

- 19 Prior to the commencement of development in a phase or sub-phase hereby permitted full details of any play equipment and safe surfacing to be provided in such phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. Any play area or areas within the phase or sub-phase to which they relate shall be installed in accordance with the approved scheme of details prior to the first

occupation of the accommodation in the phase or sub-phase of the development to which they relate and shall thereafter be retained in accordance with the approved details.

Reason. To ensure the satisfactory provision of play equipment in accordance with Policy L4 of the Medway Local Plan 2003.

- 20 Within the application site as a whole informal open space shall be provided in accordance with the Development Framework Plan pursuant to Condition 5.

Reason. To ensure a satisfactory area for informal play in accordance with Policy L4 of the Medway Local Plan 2003.

- 21 Prior to the commencement of development in a phase or sub-phase of the development hereby permitted details of any public art and or historical/environmental interpretation boards to be incorporated within that phase or sub phase of the development shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall include location, design, dimensions and materials. The approved items of public art and/or interpretation boards shall be installed prior to the first occupation of the phase or sub-phase of the development to which they relate,. The approved public art and/or interpretation boards shall thereafter be retained.

Reason. To ensure a satisfactory visual appearance in accordance with Policy BNE1 of the Medway Local Plan 2003.

Lighting

- 22 Prior to the commencement of development within a phase or sub-phase hereby permitted, details of all external lighting including for open parking courtyard areas, enclosed parking spaces, any individual covered parking area and areas of communal open space, shall be submitted to and approved in writing by the Local Planning Authority. The details of the lighting shall include design, the exact position, light intensity and spillage. The lighting shall be installed in accordance with the approved details prior to the first occupation of any part of the phase or sub-phase to which it relates. The approved lighting shall be retained in accordance with the approved details.

Reason. To ensure a satisfactory external appearance and to ensure the provision of lighting does not result in glare or light overspill to surrounding properties in accordance with Policies BNE2 and BNE5 of the Medway Local Plan 2003.

TV Cabling

- 23 Prior to the commencement of development in any phase or sub phase hereby permitted details for the installation of cable TV pre-ducting shall be submitted to and approved in writing by the Local Planning Authority.

The cable TV pre-ducting arrangements shall be installed in accordance with the approved details during the construction phase of development and shall be available for use prior to the first occupation of the phase or sub-phase which it serves.

Reason. To ensure a satisfactory visual appearance in the interests of visual amenity and to mitigate the visual impact of above ground TV apparatus and equipment in accordance with Policy BNE1 of the Medway Local Plan 2003.

Refuse

- 24 Prior to the submission of any reserved matters application for a phase or sub-phase hereby permitted, a Site Waste Management Plan (SWMP) for that phase or sub-phase shall be submitted to and agreed in writing by the Local Planning Authority. The approved SWMP shall be used to inform development proposals for the phase or sub-phase to which it relates and any reserved matters application(s) for layout, scale and appearance shall be accompanied by details showing the arrangements for the storage of refuse. The details shall include the siting and design for storage and shall make provision for recyclables as well as general waste. No building shall be occupied within the phase or sub-phase to which the reserved matters approval relates until the refuse storage arrangements for that building have been implemented in accordance with details approved by the approval of reserved matters. The refuse storage arrangements shall be retained thereafter.

Reason. In the interests of visual amenity and to ensure a satisfactory provision for refuse and recycling in accordance with Policy BNE2 of the Medway Local Plan 2003.

Contamination

- 25 Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until conditions 26 to 28 have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified in writing by the Local Planning Authority until condition 29 has been complied with in relation to that contamination.

Reason. To ensure that any contaminated land on the application site is identified and remediated in accordance with Policy BNE23 of the Medway Local Plan 2003.

- 26 An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, including risks to groundwater, whether or not it originates on the site. The scheme shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the development. The

investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report shall be submitted to and approved by the Local Planning Authority prior to the commencement of development. The report of the findings must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - human health
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes.
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments;
- (iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Reason. To ensure that any contaminated land on the application site is identified and remediated in accordance with Policy BNE23 of the Medway Local Plan 2003.

- 27 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 must be prepared, and submitted to and approved in writing by the Local Planning Authority prior to commencement of the development. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must 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.

Reason. To ensure that any contaminated land on the application site is identified and remediated in accordance with Policy BNE23 of the Medway Local Plan 2003.

- 28 The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of any development (other than development required to enable the remediation process to be implemented) unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given not less than two

weeks written notification prior to the commencement of the remediation scheme works.

Following completion of the measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out must be produced, and submitted to and approved in writing by the Local Planning Authority prior to the bringing into use of the development.

Reason. To ensure that any contaminated land on the application site is identified and remediated in accordance with Policy BNE23 of the Medway Local Plan 2003.

- 29 In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of condition 26 and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition 27, which is subject to the approval in writing of the Local Planning Authority.

Following completion of the measures identified in the approved remediation scheme a verification report providing details of the data that will be collected in order to demonstrate that the works set out in condition 27 are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with condition 28.

Reason. To ensure that any contaminated land on the application site is identified and remediated in accordance with Policy BNE23 of the Medway Local Plan 2003.

- 30 Prior to the commencement of the land raising works hereby permitted full details of the type or types of material(s) to be used in association with these works shall be submitted to and approved in writing by the Local Planning Authority. Only fill materials approved pursuant to the requirements of this Condition shall be used in association with the land raising works hereby approved.

Reason. To ensure the land raising is carried out in a successful manner and to prevent contamination on the site in accordance with Policies BNE23 and CF13 of the Medway Local Plan.

- 31 Prior to the submission of any reserved matters application and the commencement of any land raising works in the area identified as Phase

2 on the Parameter Plan (David Lock Associates drawing number LAF009/033/ Rev D), details of a plan of works and timetable for a ground gas investigation, assessment and submission of a report detailing the findings of the investigation and assessment and the setting out gas mitigation measures shall be submitted to and approved in writing by the Local Planning Authority. Any reserved matters application shall include a statement detailing how the proposal incorporates any gas protection measures approved pursuant to this condition.

Reason. To ensure that any contaminated land on the application site is identified and remediated in accordance with Policy BNE23 of the Medway Local Plan.

- 32 Prior to the commencement of development within a phase or sub-phase hereby permitted a Construction Environmental Management Plan (CEMP) relevant to that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. The Construction Environmental Management Plan shall include amongst other matters details of: hours of construction working; noise and vibration limitation and monitoring regimes; access points; screening/mitigation; wheel cleaning/chassis cleaning facilities; dust control measures; protection of surface and groundwater resources, including arrangements for the storage of oils, fuels or chemicals; pollution incident control; site illumination including any cowls to be fitted to ensure that light spillage on sensitive areas is avoided; screening of the construction works from the foreshore and the Site of Nature Conservation Interest (SNCI) and location of construction compound and offices. The construction works for the phase or sub-phase shall thereafter be carried out at all times in accordance with the Construction Environmental Management Plan approved for that phase or sub-phase,.

Reason. To safeguard the amenities of neighbouring residents in accordance with Policies BNE2 and BNE3 and to minimise the risk to ecology in accordance with Policies BNE36 and BNE37 of the Medway Local Plan 2003.

Drainage

- 33 Prior to the commencement of development in any phase or sub-phase hereby permitted, a scheme detailing a surface water drainage strategy, including provision for tidelock conditions, pollution prevention measures such as by the incorporation of trapped gullies within the highway surface water systems, and silt traps and light-liquid separators and the use of rainwater harvesting systems and other grey water technologies shall be submitted to and approved in writing by the Local Planning Authority. No infiltration of surface water drainage into the ground is permitted other than with the written approval of the Local Planning Authority for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The approved surface water drainage arrangements for any phase or sub-phase shall be provided prior to the first occupation of any part of the phase or sub-phase to which it

relates.

Reason. To ensure the adequacy of the means of surface water disposal from the site in accordance with Policy CF12 of the Medway Local Plan 2003.

- 34 Prior to commencement of development within a phase or sub-phase hereby permitted details of the method for piling foundations or any other foundation designs using penetrative methods and any other proposals involving below ground excavation relating to that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. Piling works shall be implemented in accordance with the approved details.

Reason. To prevent pollution of the water environment in accordance with Policy BNE23 of the Medway Local Plan 2003.

- 35 Prior to the commencement of the development of a phase or sub-phase hereby permitted full details of the proposed means of foul water sewerage disposal relating to that phase or sub-phase shall be submitted to, and approved in writing by, the Local Planning Authority. The development shall be implemented in accordance with the approved details and retained thereafter.

Reason. To prevent pollution of the water environment in accordance with Policy BNE23 of the Medway Local Plan 2003.

Biodiversity

- 36 Prior to the commencement of development hereby permitted, details of ecological protection and mitigation measures shall be submitted to and approved in writing by the Local Planning Authority. The ecological protection and mitigation measures shall include details and a timetable for:

- the translocation of the 1.5ha open mosaic habitat (minimum) including the translocation technique for substrate and the location of the newly created open mosaic habitat;
- reptile translocation strategy;
- any vegetation clearance;
- further bat surveys, including emergence surveys, of any buildings considered to have potential for roosting bats;
- works in any phase or sub-phase that has a boundary with the Site of Nature Conservation Interest;
- and details of the planting and extent of the buffer zone adjacent to the River Medway and how this will be protected during construction.

The approved protection and mitigation measures shall be undertaken in accordance with the approved timetable.

Reason. To enhance arrangements for biodiversity in accordance with Policy BNE22 of the Medway Local Plan 2003.

37 Prior to the commencement of development hereby permitted, details of an ecological management plan shall be submitted to and approved in writing by the Local Planning Authority. The ecological management plan shall include details of:

- enhancement and mitigation within the built environment, for example calcareous (crushed brick) green roofs, bat and bird boxes, wildlife friendly planting;
- habitat enhancement, prevention of disturbance and predation of nightingales through fencing and/or hedging;
- method of prevention of disturbance to birds and habitat of the saltmarsh;
- site-wide habitat management;
- provision for long-term habitat management and species monitoring;
- a timetable for the provision of the enhancement, protection, management and monitoring measures; and
- a strategy for education and awareness.

The ecological management plan shall be implemented in accordance with the approved details and timetable

Reason. To enhance arrangements for biodiversity in accordance with Policy BNE22 of the Medway Local Plan 2003.

38 Prior to the commencement of development, a detailed method statement for the removal or long-term eradication of Japanese Knotweed and Giant Hogweed on the site shall be submitted to and approved in writing by the Local Planning Authority. The method statement shall include proposed measures to prevent the spread of Japanese Knotweed during any operations such as mowing, strimming or soil movement. It shall also contain measures to ensure that any soils brought to the site are free of the seeds/root/stem of any invasive plant covered under the Wildlife and Countryside Act 1981. Development shall be implemented in accordance with the approved method statement.

Reason. To ensure satisfactory arrangements are made in the interests of ecology in accordance with Policy BNE37 of the Medway Local Plan.

Mobility Issues

39 Prior to commencement of development within a phase or sub-phase hereby permitted details of the number of dwellings within that phase or sub-phase that are to be adapted to meet the needs of wheelchair users shall be submitted to and approved in writing by the Local Planning Authority. The number of dwellings adapted for wheelchair users shall

thereafter be provided in accordance with the approved details. The remainder of the dwellings within a phase or sub-phase that are not specifically designed for use by wheelchair users shall be designed and constructed to conform to the "Lifetime Homes Standard" or any subsequent amending standard.

Reason. To ensure a satisfactory provision of dwellings, meeting the needs of wheelchair users in accordance with policy T22 of the Medway Local Plan 2003.

- 40 Prior to commencement of development within a phase or sub-phase hereby permitted details of the total number and location of the parking spaces to be provided for use by disabled persons within that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. The parking spaces designed for disabled persons shall be provided in accordance with the approved details and shall thereafter be retained.

Reason. To ensure a satisfactory provision of dwellings, meeting the needs of wheelchair users in accordance with policy T22 of the Medway Local Plan 2003.

Safety and Security

- 41 Any reserved matters application for layout and appearance for any phase or sub phase hereby permitted shall include a statement detailing how the development reflects the requirements set out in "Safer Places: the Planning System and Crime Prevention (2004)".

Reason. To ensure a safe and secure environment in accordance with Policy BNE8 of the Medway Local Plan 2003.

- 42 Prior to the commencement of development within a phase or sub-phase hereby permitted, full details of the design and location of any proposed CCTV cameras in or relating to that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details and the CCTV security measures shall be retained thereafter.

Reason. To ensure a safe and secure environment in accordance with Policy BNE8 of the Medway Local Plan 2003.

Riverside Walk

- 43 Prior to the commencement of development within any part of the development hereby permitted, a timetable for the provision of the riverside walk within that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. Full details for the design of the riverside walk shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of development.

The riverside walk shall be constructed and be made available for use in accordance with the approved details and approved timetable and shall thereafter be retained.

Reason. To ensure satisfactory arrangements for cyclists and pedestrians in accordance with Policies T3 and T4 of the Medway Local Plan 2003.

Sustainability

- 44 Prior to the commencement of development hereby permitted, an energy demand assessment shall be submitted to and approved in writing by the Local Planning Authority. The energy demand assessment should demonstrate all electricity and heat requirements when in use and the likely annual carbon emissions. Energy savings through energy efficient design and technology should be assessed and renewable energy technologies should be incorporated into the development's design to provide at least 10% of the site's electricity and heat needs where feasible. The likely energy supply from renewable sources and where possible carbon savings should be stated as a percentage of total energy usage (established from the energy demand assessment). If renewable options are rejected, justification should be provided.

Reason. To ensure satisfactory arrangements are made for energy efficiency and for renewable energy in the interests of sustainability in accordance with Policy BNE4 of the Medway Local Plan 2003.

- 45 Any application for reserved matters for a phase or sub-phase hereby permitted shall be accompanied by details of an energy sustainability strategy, including details of energy efficiency and the renewable technologies to be incorporated within that phase or sub-phase. The energy sustainability strategy shall be developed incorporating the details approved under the requirements of condition 44. The development of the phase or sub-phase to which the reserved matters application relates shall be implemented in accordance with the approved details and the approved details retained thereafter.

Reason. To ensure satisfactory arrangements are made for energy efficiency and for renewable energy in the interests of sustainability in accordance with Policies BNE4 and CF11 of the Medway Local Plan 2003.

- 46 All residential units within the development shall be constructed to achieve at least Code for Sustainable Homes Level 3 for residential or any other equivalent standard and all non-residential units shall be constructed to achieve Building Research Establishment Environmental Assessment Method (BREEAM) very good standard. All other buildings shall be constructed to achieve an equivalent standard appropriate to the type of building.

Reason. In the interests of sustainability and energy efficiency, in

accordance with Policies BNE4 and CF11 of the Medway Local Plan 2003.

- 47 All reserved matters applications shall be accompanied by an assessment of the proposals against the Building for Life standards.

Reason. In the interests of sustainability and energy efficiency, in accordance with Policies BNE4 and CF11 of the Medway Local Plan 2003.

Development Control

- 48 Any reserved matters application seeking approval for 'scale' for any phase or sub-phase hereby permitted that includes any buildings that are proposed to exceed a height of 5 storeys and/or 20 metres shall be accompanied by accurate visual renditions (AVRs) and a statement of how the proposal has taken account of and conforms with the 'Building Height Policy for Medway'.

Reason. In the interests of visual amenity in accordance with Policy BNE1 of the Medway Local Plan 2003.

- 49 The details to be submitted in pursuance of Condition 3 shall show adequate land, reserved for the parking or garaging of vehicles and the manoeuvring of vehicles to accord with the provisions of the adopted vehicle parking standards applicable at the time, unless otherwise agreed in writing by the Local Planning Authority. No building shall be occupied until such time as the parking facilities relating to it have been constructed in accordance with the approved details and are available for use. Thereafter no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 1995, (or any Order revoking and re-enacting that Order), shall be carried out on the land so shown (other than the erection of a private garage or garages) or in such a position as to preclude vehicular access to the reserved vehicle parking and manoeuvring areas.

Reason. To achieve sustainable objectives by ensuring the development does not have an adverse affect on the local road network by the generation of unacceptable levels of traffic in accordance with Policies T1 and T13 of the Medway Local Plan 2003.

Flooding

- 50 Prior to the commencement of development within a phase or sub-phase hereby permitted, details of an unobstructed, internal means of escape route from any basement parking area to a higher level and details for the provision for an emergency route off the application site in the event of any flood which relate to that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. Development shall be implemented in accordance with the approved details and shall be retained thereafter.

Reason. To significantly reduce the risk of entrapment and subsequent risk to life from tidal flooding in accordance with Policy CF13 of the Medway Local Plan 2003.

- 51 The finished floor levels shall be no lower than 6.47m above Ordnance Datum (AOD).

Reason. To reduce the risk of flooding to the proposed development and future occupiers.

- 52 All land raising works shall be undertaken in accordance with the approved detail as set out the Technical Report, reference number 13460/074 produced by PBA consultants. Upon completion of the land raising in any phase or sub-phase and prior to the occupation of any part of the relevant phase or sub-phase a topographical survey of an as built level shall be submitted to and approved in writing by the Local Planning Authority. The level as built and subsequently approved shall be maintained.

Reason. To ensure the land is raised in accordance with the approved details and to reduce the risk of flooding to the proposed development and the future occupiers.

Highways

- 53 Prior to the commencement of development within a phase or sub-phase hereby permitted details of access and vehicle routing arrangements for construction traffic for that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall take into account the impact on the amenities for existing and future occupiers of the development. The construction access and routing arrangements for each phase or sub-phase of the development shall be implemented in accordance with the approved details.

Reason. To ensure the development does not have a prejudicial impact on the local road network in accordance with Policy T1 of The Medway Local Plan 2003.

- 54 Prior to the submission of any reserved matters application for any part of the development hereby permitted, details of an improvement plan for the pedestrian environment between the site and Knight Road via Walnut Tree Bridge; an improvement plan for enhancements to drainage, surfacing, lighting and the pedestrian environment through Wickham Arch to Norman Close and a timetable for the provision of the improvements shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details and shall be retained thereafter.

Reason. To ensure satisfactory pedestrian access in accordance with Policy T3 of the Medway Local Plan 2003.

- 55 Prior to the commencement of development within any phase or sub-phase hereby permitted, details of passenger waiting facilities at the proposed bus stops within the relevant phase or sub-phase and a timetable for implementation, including the provision of shelters equipped with real time passenger information displays, shall be submitted to and approved in writing by the Local Planning Authority. The works shall be implemented in accordance with these approved details and shall be retained thereafter.

Reason. To ensure satisfactory access to the public transport network in accordance with Policy T6 of the Medway Local Plan 2003.

- 56 Prior to the commencement of development within a phase or sub-phase hereby permitted, details of cycle parking facilities for that phase or sub-phase to accord with the Local Planning Authority's adopted cycle parking standards shall be submitted to and approved in writing by the Local Planning Authority. The details shall incorporate protection and security measures for cycles, which, where applicable, shall include a lockable enclosure. Individual phases or sub-phases of the development shall not be occupied until the approved cycle parking arrangements relating to the relevant phase or sub-phase have been provided and shall thereafter be retained.

Reason. To ensure the provision and permanent retention of bicycle spaces in accordance with Policy T4 of The Medway Local Plan 2003.

- 57 Any reserved matters application for the approval of access for a phase or sub-phase hereby permitted shall include details of the road, footway, footpath and cycleway layout and shall show the alignment, widths, surfacing arrangements, forward visibility sight lines and vision splays, speed restraint measures, gradients, drainage and details of the strategic pedestrian and cycle network connections from that phase or sub-phase to the existing off-site pedestrian and cycle infrastructure adjoining the application site. The development shall be implemented in accordance with the approved reserved matters prior to the first occupation of any building within the relevant phase or sub-phase.

Reason. To ensure satisfactory arrangements for cyclists in accordance with Policy T4 of the Medway Local Plan 2003.

- 58 Prior to the commencement of development, Green Travel Plans applicable to the occupiers of new residential and new non-residential accommodation within the development will be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall thereafter

be implemented in accordance with the approved detail.

Reason: To ensure the sustainable transport objective related to the development of this site and to reduce potential impact on the surrounding area in accordance with Policy T14 of the Medway Local Plan 2003.

Removal of Permitted Development Rights

- 59 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order) with or without modification no fencing, gates, wall or other permanent structure shall be constructed in advance of an elevation or elevations of a building fronting a road, footway/footpath or cycleway.

Reason. To ensure that the character of the development is retained during the occupied phase of the development in accordance with Policy BNE1 of the Medway Local Plan 2003.

- 60 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) no development within Part 1 (Classes A-H) inclusive, Part 2 (Class A) and Part 25 (Classes A to B) of the Second Schedule to the Order shall be carried out on the site without express planning permission first being obtained.

Reason. To ensure that the visual impact of telecommunication equipment can be considered in accordance with Policies BNE1 of the Medway Local Plan 2003.

Environmental Health

- 61 No deliveries, refuse collection and/or any other commercial servicing activity to any non-residential unit shall be taken out or dispatched in any day during the hours between 20.00 hours and 06.00 hours.

Reason: To ensure that the occupiers of neighbouring residential properties are not unduly affected by noise and disturbance, in accordance with Policy BNE2 of the Medway Local Plan 2003.

- 62 Prior to the commencement of the development in a phase or sub-phase of the development hereby permitted, a scheme for protecting the proposed development within that phase or sub-phase from noise emanating from existing industrial/commercial and transportation activities, shall be submitted and approved in writing by the Local Planning Authority. The scheme shall include details of acoustic protection sufficient to ensure internal noise levels (LAeq,T) no greater than 30dB in bedrooms and 35dB in living rooms with windows closed. Where the internal noise levels (LAeq,T) will exceed 30dB in bedrooms and 35dB in living rooms with windows open, the scheme shall incorporate appropriate acoustically screened mechanical ventilation. The scheme shall include

details of acoustic protection sufficient to ensure amenity/garden noise levels of less than 55dB (LAeq,T). All works, which form part of the approved scheme for a phase or sub-phase, shall be completed prior to the first occupation of any building within that phase or sub-phase and shall thereafter be maintained in accordance with the approved details.

Reason. To safeguard the amenities of neighbouring residents in accordance with Policies BNE2 and BNE3 of the Medway Local Plan 2003.

- 63 Prior to the commencement of the development within any phase or sub-phase hereby permitted, an acoustic assessment shall be undertaken to determine the impact of noise arising from the commercial buildings within that phase or sub-phase. Noise from commercial premises should be controlled, such that the noise rating level (LA,T) emitted from the development does not exceed the background noise level (LA90,T), by more than 3dB. All measurements shall be defined and derived in accordance with BS4142: 1997. The results of the assessment and details of any mitigation measures shall be submitted and approved in writing by the Local Planning Authority. The approved measures shall be implemented before commercial buildings are brought into use and thereafter be maintained in accordance with the approved details.

Reason. To safeguard the amenities of neighbouring residents in accordance with Policies BNE2 and BNE3 of the Medway Local Plan 2003.

- 64 Prior to the commencement of the use of any premises with commercial kitchens within the development hereby approved, details for the conduction and extraction of cooking odours shall be submitted to and approved in writing by the Local Planning Authority. Where high level fume dispersion at one metre above ridge height of the nearest building is possible a typical installation should include hood mounted grease filters, pre-filter(s) and activated carbon treatment. Proposals for fume dispersion at lower levels must incorporate suitably enhanced methods of filtration and odour control. All equipment must be installed in accordance with the approved details and be in full working order prior to the first use of the commercial kitchen to which they relate and shall thereafter be maintained in accordance with the manufacturers instructions for as long as the approved use of the commercial kitchen to which they relate continues to operate.

Reason. To ensure the satisfactory dispersal of cooking odours and fumes in accordance with Policies BNE2 and R18 of the Medway Local Plan 2003.

Archaeology and Cultural Heritage

- 65 Prior to the submission of any reserved matters application relating to land within the area identified as Phase 1 of the Parameter Plan (David Lock

Associates drawing number LAF009/032 Revision D), full details of a scheme for the use of the retained pill box, any proposed works to the fabric of the pill box and a timetable for the implementation of the use and works shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details and shall thereafter be retained. Any reserved matters application related to the area containing the pill box shall incorporate the approved details into the proposals.

Reason. To ensure the appropriate retention of historic features in accordance with Policy BNE21 of the Medway Local Plan.

- 66 Prior to the commencement of development the implementation of a programme of archaeological work shall be secured in accordance with a written specification and timetable which has been submitted to and approved by the Local Planning Authority. The archaeological work shall include the assessment of the subsurface stratigraphy of the site and a detailed deposit model, which can be related to the development proposals.

Reason. To ensure appropriate assessment of the archaeological implications of any development proposals and the subsequent mitigation of adverse impacts through preservation in situ or by record in accordance with Policy BNE21 of the Medway Local Plan.

- 67 Prior to commencement of development of the relevant phase or sub-phase an investigation into the renewal, retention and enhancement of the dock wall fronting onto the River Medway and the rails of the former travelling crane shall be carried out. The investigation and a report setting out the future proposals for the dock wall and rails of the former travelling crane shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of development of the relevant phase or sub-phase. The report shall include detailed plans, a structural survey, a cost plan and a timetable for the delivery of any necessary works. The development shall be implemented in accordance with the approved details and shall be retained thereafter.

Reason: To ensure the appropriate retention of historic features in accordance with Policy BNE21 of the Medway Local Plan.

Your attention is drawn to the following informative(s):-

The proposals the subject of this planning application have been considered under the provisions of the South East Plan 2009 (Regional Plan) and the Medway Local Plan 2003 (the Local Plan), most particularly Policies SP3, CC1, CC2, CC3, CC4; CC6, CC8, RE3, H1, H2, H3, H4, H5, BE1, BE6, T2, T4, T5, C7, S1, NRM1, NRM2, NRM3, NRM4, NRM9, NRM11, NRM12, NRM13, NRM14, W1, W2, W8, KTG1, KTG3, KTG4, KTG5, KTG6 and KTG7 of the South East Plan and Policies S1, S2, S4, S6, S10, BNE1, BNE2, BNE3, BNE4, BNE5, BNE6, BNE7, BNE8, BNE18,

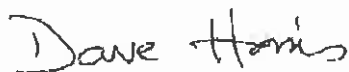
BNE20, BNE21, BNE22, BNE23, BNE24, BNE36, BNE37, BNE38, BNE39, ED2, H1, H3, H4, H5, H10, R9, L3, L4, L10, L11, T1, T2, T3, T4, T6, T11, T12, T13, T14, T22, CF2, CF6, CF11, CF12 and CF13 of the Local Plan, and having regard to the proximity to neighbouring properties and the siting, design and appearance of the proposed new development, the submitted application is considered to be in accordance with the above mentioned Development Plan Policies.

The surface water drainage strategy to be submitted under the requirements of condition 33 shall include details of how the surface water run-off generated by the 100 year + 30% critical storm will be limited so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off-site.

The applicant is reminded that this permission relates to planning permission only and does not constitute approval under any other legislation including Building Regulations. To obtain advice on current Building Regulations the applicant should contact the South Thames Gateway Building Control Partnership at Compass Centre Chatham Maritime, Chatham, Kent ME4 4YH.

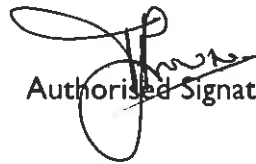
During construction work and site clearance no burning shall be carried out on site. Any person carrying out burning on a site may be liable to prosecution under the terms of the Environmental Protection Act 1990.

Signed

A handwritten signature in black ink that reads "Dave Harris". The signature is written in a cursive, slightly slanted style.

David Harris
Development Manager
Date Of Notice

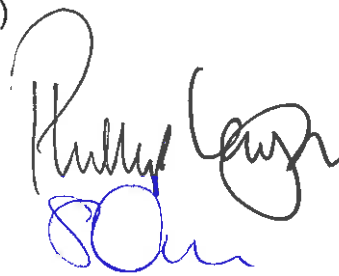
THE COMMON SEAL of MEDWAY)
COUNCIL was hereunto affixed to this)
Deed in the presence of:)


Authorised Signatory



THE COMMON SEAL of BLUE)
CIRCLE DEVELOPMENTS LIMITED)
was hereunto affixed to this Deed in the)
presence of:

Director



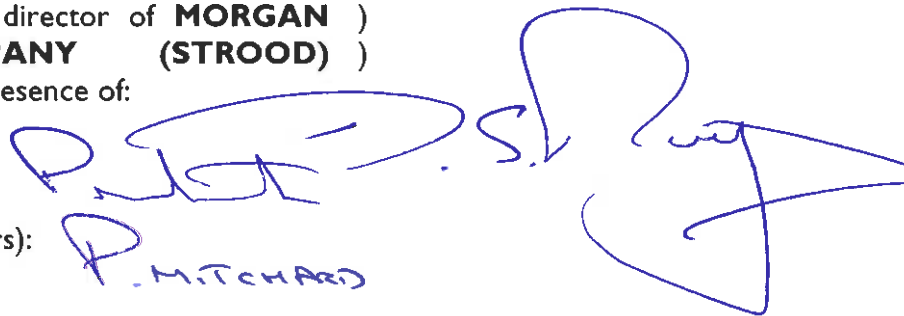
Director/Secretary



Lafarge Directors (UK) Limited

SIGNED as a Deed by)
acting as a single director of MORGAN)
AND COMPANY (STROOD))
LIMITED in the presence of:

Witness Signature:



Name (capital letters):

P. MITCHARD

Address:

28 The SPICES
ROCHESTER
Kent

Occupation:

Office Manager