

DATE: 13<sup>th</sup> November 2019

(1) MEDWAY COUNCIL

and

(2) REDROW HOMES LIMITED

VARIATION AGREEMENT  
Town and Country Planning Act 1990  
Section 106 & 106A

Land at Temple Waterfront, Roman Way, Strood Kent

Perry Holmes  
Assistant Director Corporate Services  
Gun Wharf  
Dock Road  
Chatham  
ME4 4TR

Ref: JH/MPL008531  
MC/19/0518



THIS DEED is made the 13<sup>th</sup> day of November 2019

## 1 PARTIES

- 1.1 **MEDWAY COUNCIL** ("the Council") whose address is Gun Wharf Dock Road Chatham ME4 4TR ("the Council")
- 1.2 **REDROW HOMES LIMITED** (Company Registration No. 01990710) whose address is Prince Regent House Quayside, Chatham Kent ME4 4QZ ("the Owner")
- together ("the Parties")

## 2 DEFINITIONS AND INTERPRETATION

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

"the Council's Costs"	means the sum of £750 with no VAT being payable being the agreed contribution to the Council's proper and reasonable costs in the preparation execution and registration of this Deed
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"Original s.106 Agreement"	the agreement dated 31 <sup>st</sup> August 2018 made between (1) Medway Council and (2) Redrow Homes Limited in relation to the 2018 Planning Permission
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"2018 Planning Permission"	means the full planning permission reference MC/17/4034
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- 2.2 Save where the context otherwise requires the expressions used in this deed shall have the same meaning or meanings as those stated in the Original s.106 Agreement.
- 2.3 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
- 2.4 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
- 2.5 Words importing the masculine gender shall include the feminine gender and the neuter and visa versa

- 2.6 Words importing persons include companies, partnerships and corporations and vice versa
- 2.7 Unless the context otherwise requires words importing the singular shall include the plural and vice versa
- 2.8 Headings are for ease of reference only and shall not be construed as part of this Deed
- 2.9 Reference to any recital clause schedule or paragraph or any part thereof shall unless the context otherwise requires be reference to any recital clause schedule or paragraph or any part thereof in this Deed
- 2.10 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
- 2.11 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

### **3 LEGAL EFFECT**

- 3.1 This Deed is made pursuant to Section 106 of the Planning Act section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 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 through or under them, except as expressly provided for by this Deed or by the Original s.106 Agreement
- 3.2 This Deed constitutes a planning obligation for the purposes of section 106 of the Planning Act which binds the Site and is enforceable by the Council as Local Planning Authority
- 3.3 The Council's Costs are payable pursuant to Section 106 (1) (d) of the Planning Act and the Council acknowledges receipt of the Council's Costs
- 3.4 This Deed is a variation of the Original s.106 Agreement and is made pursuant to Section 106 and 106A of the Planning Act.
- 3.5 Nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise by it of its statutory functions and the rights, powers, duties and obligations of the Council under private statutes are effectively exercised as if it were not a party to this Deed.
- 3.6 This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.
- 3.7 This Deed is subject to and will be construed in all respects in accordance with the provisions of English law.
- 3.8 It is hereby agreed between the Parties that the provisions of this Deed take effect upon the date hereof.



## 4 VARIATION

The Parties agree that the Original s.106 Agreement is varied as follows:

- 4.1 To delete the definition of "the Development" and replace with the following definition:

"the Development" means the development of the Site in accordance with the ~~Planning~~ Permission by construction of fourteen 3-bedroomed dwellings, one four storey apartment block and one three storey apartment block comprising a total of twelve 1-bedroomed and sixteen 2-bedroomed flats with associated parking, hard and soft landscaping and open space (variation of condition 2 of planning permission MC/17/4034 to allow a material amendment to allow for 3 additional units)

- 4.2 To delete the reference to "MC/17/4034" in the definition of "the Planning Application" and in clause 6.4.2 and replace with "MC/19/0518"
- 4.3 To delete clause 6.17.5 and replace with the following:

"Where notice of Commencement of Development under this Deed has been given in relation to the Permission it is agreed that the quantum of the financial obligations contained within the First Schedule shall only be assessed in relation to twenty two of the forty two Housing Units to be constructed under the Permission. The remaining twenty Housing Units will be subject to the financial obligations contained within the First s.106 Agreement save for the Affordable Housing provisions in the Second Schedule which will be applicable to all thirty four Affordable Housing Units"

- 4.4 To delete paragraph 1 and sub-paragraphs 1.1 to 1.3 of the First Schedule and replace with the following:

1. "To pay the sum of THIRTY EIGHT THOUSAND TWO HUNDRED AND NINE POUNDS AND TWENTY PENCE (£38,209.20) to the Council towards Educational facilities to be divided as follows:
  - 1.1 The sum of £7547.20 towards improving nursery facilities and accessibility at Gordons Primary School
  - 1.2 The sum of £7702.00 towards improving primary school facilities and accessibility at Gordons Primary School
  - 1.3 The sum of £22960.00 towards improving sports facilities and accessibility at Strood Academy and/or Sir Joseph Williamson's Mathematical School"

- 4.5 To delete the reference to "MC/17/4034" in the Fifth Schedule and remove the draft Decision Notice document reference MC/17/4034 and replace with "MC/19/0518" and the draft Decision Notice reference MC/19/0518 attached to this Deed

**5 FUTURE CONSTRUCTION**

- 5.1 The Original s.106 Agreement, from the date of this Deed, takes effect and shall be construed as taking account of the variation effected by this Deed.
- 5.2 The Parties confirm that the covenants and conditions contained in the Original s.106 Agreement (except as varied by this deed) are to continue in full force and effect and shall continue to be applicable to the Site in respect of the Development and remain to be performed to the extent that they have not already been performed.

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

**THE COMMON SEAL of MEDWAY )**  
**COUNCIL** was hereunto affixed to )  
This Deed in the presence of )

Authorised Signatory



**EXECUTED as a DEED by**  
**NIARISH LAD** as attorney for  
**REDROW HOMES LIMITED**  
in the presence of:-



.....  
as attorney for **REDROW HOMES LIMITED**

Signature of witness ..... 

Name (in BLOCK CAPITALS) ..... **MICHAEL MASKEU**

Address.....

..... **Redrow House, 6-12 Talbot Lane**  
**Ebbfleet Valley, Kent, DA10 1AZ**

EXECUTED as a DEED by  
Caren Wauas attorney for  
REDROW HOMES LIMITED  
in the presence of:-

  
.....  
as attorney for REDROW HOMES  
LIMITED

Signature of witness .....

Name (in BLOCK CAPITALS) .....

Address.....

.....  
Redrow House, 6-12 Talbot Lane  
.....  
Ebbfleet Valley, Kent, DA10 1AZ





## **DRAFT Decision Notice**

MC/19/0518



Mr Tom Davies  
Planning Potential Ltd.  
Magdalen House  
148 Tooley Street  
London  
SE1 2TU

**Applicant Name:**  
Mr Michael Maskew

Planning Service  
Physical & Cultural Regeneration  
Regeneration, Culture, Environment &  
Transformation  
Gun Wharf  
Dock Road  
Chatham  
Kent  
ME4 4TR  
01634 331700  
01634 331195

Planning.representations@medway.gov.uk

### **Town and Country Planning Act 1990**

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**Location:** Temple Waterfront, Roman Way, Strood, Kent,

**Proposal:** Variation of condition 2 on planning permission MC/17/4034 to allow a minor material amendment to allow for 3 additional units

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### **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 28 February 2019.

### **SUBJECT TO THE CONDITIONS SPECIFIED HEREUNDER:**

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

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Drawing numbers: FB-A.e1 REV G; FB-A.p1 REV E; FB-A.p2 REV D; FB-B.e1 REV E; FB-B.p1 REV C; FB-B.p2 REV C; BCS.01.pe REV C; BCS.02.pe REV B; HT.DART.pe REV B; P.29-32.e REV B; P.29-32.p REV A; LP.01 REV A; BDML.01 REV B; DML.01 REC C; SE.01 REV B; SL.01 REV E; Temple

Waterfront Landscape proposals Rev C; DAS-01 201117; amended condition letter dated 2nd August 2018; HT.GRAN-4.e1 A; HT.GRAN-4.e2 A; HT.GRAN-4.p1 A; HT.GRAN-4.p2 A; HT.LUDL.e 2 A; HT.LUDL.e1 A; HT.LUDL.p A; LP-S73 A; PSP-S7301 A; RSP-S73.01 A; SH-S7301 A; SLS73.01 A; TP-s73.01 A

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

- 3 No development shall take place until a scheme showing details of the disposal of surface water and foul water, based on sustainable drainage principles, including details of the design, implementation, maintenance and management of the surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority. Those details shall include:

- i. a timetable for its implementation, and
- ii. a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

The development shall be implemented in accordance with the approved details and shall thereafter be retained.

Reason: Required before commencement of the development in order to manage surface water during and post construction and for the lifetime of the development in accordance with Paragraph 163 of the NPPF.

- 4 Prior to the first occupation of the development herein approved, full details of both hard and soft landscape works together with a landscape management plan, shall be submitted to and approved in writing by the Local Planning Authority. 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. The development shall be implemented in accordance with the approved details and any trees or plants which within 5 years of planting are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species.

The Landscape Management Plan shall include long term design objectives, management responsibilities and maintenance schedules for all landscape areas (except for small, privately owned, domestic gardens) for a minimum period of five years and arrangements for implementation. The development shall thereafter 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.

- 5 Prior to the installation of any external lighting on the site, details of such lighting shall be submitted to and approved in writing by the Local Planning Authority. Details shall include height, position, external appearance, any shielding, light intensity, colour, spillage (such as light contour or lux level plans showing the existing and proposed levels) and hours of use together with a report to demonstrate its effect on nearby residential properties, bats (including reference to the recommendations of the Bat Conservation Trust) and of how this effect has been minimised. Any external lighting shall be implemented in accordance with the approved details.

Reason: In order to limit the impact of the lighting on the nearby residents and wildlife and with regard to Policies BNE1, BNE2, BNE5 and BNE39 of the Medway Local Plan 2003.

- 6 Prior to the first occupation of any dwelling and/or building herein approved details of the refuse storage arrangements for the dwelling(s) and/or building(s), including provision for the storage of recyclable materials, shall be submitted to and approved in writing by the Local Planning Authority. No dwelling and/or building shall be occupied until the approved refuse storage arrangements for that dwelling and/or building are in place and all approved storage arrangements shall thereafter be retained.

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.

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

- 1 In accordance with paragraph 38 of the NPPF Medway Council takes a positive, proactive and creative approach to development proposals focused on solutions. Medway Council works with applicants/agents in a positive, proactive and creative and manner by:

Offering a pre-application advice service;  
Updating applicants/agents of any issues that may arise in the processing of their application;  
Where possible suggesting solutions; and  
Informing applicants/agents of any likely recommendation of refusal prior to a decision.

In this instance the application was acceptable as submitted and no further assistance was required.

- 2 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 Foord Annex, Eastgate House, High Street, Rochester, Kent ME1 1EW

Dave Harris

David Harris  
Head of Planning  
Date of Notice