

10:57am

DATED 23 June 2017

MEDWAY COUNCIL (1)

- and -

REDROW HOMES LIMITED (2)

-and

MORGAN AND COMPANY (STROOD) LIMITED (3)

Deed of Variation

made pursuant to Section 106 of the Town and Country Planning Act 1990

relating to land between Roman Way and Knight Road East of
the Medway Valley Railway Line (Temple Waterfront) Strood
Rochester, Kent

THIS AGREEMENT is made on the 23 day of JUNE 2017

BETWEEN:-

- (1) **MEDWAY COUNCIL** of Gun Wharf, Dock Road, Chatham ME 4TR ("the Council"); and
 - (2) **REDROW HOMES LIMITED** (Company Number: 01990710) whose registered office is at Redrow House St David's Park Flintshire CH5 3RX ("First Owner")
 - (3) **MORGAN AND COMPANY (STROOD) LIMITED** (company registration number 00193412) whose registered office is at Knight Road, Strood, Rochester, Kent ME2 2BA (the "Second Owner")
- together known as "the parties"

DEFINITIONS AND INTERPRETATION

1. In this document unless the contrary intention appears the following terms shall have the following meanings ascribed to them:

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

"Original s106 Agreement" means an agreement under Section 106 of the Act dated 5th December 2011 and made between the Council (1) Blue Circle Developments Limited (2) and the Second Owner (3)

"Original Planning Permission" means the planning permission reference MC2009/0417 dated 7th December 2011

"Planning Application" means the planning application validated by the Council on the 22/2/16 and given MC

reference [M6/16/0600] in relation to the
Redrow Phase

MC

“Planning Permission”

means the grant of planning permission by
the Council pursuant to the Planning
Application a draft copy of which is annexed
hereto as Appendix 2

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- 1.2 Any heading or side notes are for ease of reference only and shall not affect the construction of this Agreement
- 1.3 The definitions contained in the Original s106 Agreement shall apply to and have the same meanings in this Agreement and the rules of interpretation set out in the Original 106 Agreement shall apply to this Agreement unless this Agreement states the contrary
- 1.4. Covenants made hereunder:
 - 1.4.1 if made by more than one person are made jointly and severally; and
 - 1.4.2 are to the intent that the same bind whomsoever shall become successor or successors in title to the Site
- 1.5. Wording importing the masculine gender includes the feminine gender and vice versa. Words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa

WHEREAS

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is located and is the authority by whom the obligations hereby created are enforceable
2. This Agreement is supplemental to the Original s106 Agreement

3. The First Owner is the registered proprietor of the First Owner Land.
4. The Second Owner is the registered proprietor of the Second Owner Land.
5. The Council is the registered proprietor of the Medway Land.
6. Redrow has submitted the Planning Application to the Council
7. The parties hereto are desirous of varying the provisions of the Original s106 Agreement as hereinafter appearing such that the provisions in the Original S106 Agreement as varied by this Agreement shall continue to apply to the Site and in order to bind the Site the Parties hereto have agreed to enter into this Agreement

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. This Agreement is made pursuant to Section 106 of the Act, Part 1 Local Government Act 2000, Section 111 Local Government Act 1972 and to all other enabling powers and is supplemental to the Original s106 Agreement
2. The obligations contained herein are planning obligations for the purposes of Section 106 of the Act insofar as they fall within the terms of Section 106(1) of the Act and are enforceable by the Council as local planning authority
3. This Agreement will come into full force and effect on the completion of this Agreement
4. This Agreement shall be registered as a local land charge by the Council following the completion of this Agreement
5. It is agreed and declared by the Council Redrow and Morgan that the Original s106 Agreement shall be varied as set out within Schedule 1 of this Agreement.
6. Save as herein varied the Original s106 Agreement shall continue to have full force and effect in relation to the Site and will continue to bind the Site in relation to all matters remaining to be performed pursuant to the Original Planning Permission and the Planning Permission

7. **IT IS HEREBY FURTHER AGREED AND DECLARED** between the Council and Redrow and Morgan that:

7.1 nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of the Council in exercise of its functions as a local authority and local planning authority and the rights powers duties and obligations of the Council under all public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Site or any part thereof and any works executed thereon as if the Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and/or any other local authority from exercising powers of compulsory purchase in respect of any part of the Site;

7.2 any approval given under this Agreement or for the purposes of this Agreement shall not be deemed to be approval for any other purpose whatsoever;

7.3 no person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after it has parted with its interest in the Site or that part in respect of which the breach occurs but without prejudice to liability for any breach of covenant subsisting prior to parting with any such interest.

Schedule 1 – Variations

1.1. Additions of new clauses

- (i) There shall be added to the Original s106 Agreement an Appendix 1 which is in the form appended to this Deed
- (ii) *The following definitions shall be added to clause 2 of the original s106 Agreement:*

***“Community Facility and Local Centre Commuted Sum”** a contribution to be spent by the Council on a new facility in the Strood area, such contribution to be made by the First Owner and Second Owner to the Council in lieu of the provision within any Main Phase of a community facility and local centre calculated as follows:*

£55.80 x B x 2.45

Where B = the number of Housing Units in a Main Phase”

***“Statutory Undertaker”** has the meaning given such term in the Act and for the avoidance of doubt, shall include any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator”*
- (iii) The following wording shall be added to the end of clause 4.3.1 of the Original s106 Agreement

“4.3.1 . . . AND FURTHER the provisions contained in this Deed shall not bind nor be enforceable against any Statutory Undertaker which acquires an interest in the Site for the purpose of undertaking its statutory functions”
- (iv) The following wording shall be added to the end of paragraph 1.1 of Schedule Three:

“1.1 . . . AND which provides that a Main Phase of the Development will provide for 25% of the Housing Units on that Main Phase to be Affordable Housing which shall be split 40% Affordable Rented Accommodation and 60% Shared Ownership Accommodation”

- (v) A new clause 4.9 shall be added to the Original s106 Agreement
- "4.9 No person shall be liable for breach of any covenant contained in this Deed which relate to a Main Phase or any part of a Main Phase if at that time it has no interest in that Main Phase.*

- (vi) A new paragraph 8 shall be added to Schedule 2 as follows:

"8 Community Facility and Local Centre Commuted Sum

Each Owner in respect of their Main Phase shall pay the Community Facility and Local Centre Commuted Sum applicable to that Main Phase to the Council as follows:

- (a) On Occupation of the 50th Housing Unit on a Main Phase the sum of £6,835.50.*
- (b) On Occupation of the 100th Housing Unit on a Main Phase the sum of £6,835.50*
- (c) On Occupation of the 150th Housing Unit on a Main Phase the sum of £6,835.50*
- (d) On Occupation of the 200th Housing Unit on a Main Phase the sum of £6,835.50 PLUS A FURTHER sum equivalent to £136.71 x C (where C is the number of Housing Units permitted to be constructed on a Main Phase pursuant to the Planning Permission in excess of 200*

1.2.1 Replacement of Existing Clauses

- (i) The definition of Pre-Commencement Obligations within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

"Pre-Commencement Obligations means the provisions of

- a. Schedule One Clause 2.1*
- b. Schedule Two Clauses 7.1 and*
- c. 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)"*

- (ii) The definition of Masterplan within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

*“**Masterplan**” means the illustrative masterplan annexed hereto at Appendix 1 which has been submitted to and approved by the Council prior to the date hereof or such other masterplan approved by the Council from time to time”.*

- (iii) The definition of Main Phase within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

*“**Main Phase**” means either the Medway Land the First Owner Land or the Second Owner Land”*

- (iv) The definition of Site within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

*“**Site**” means the land known as the Temple Waterfront Site, Strood shown edged red on Plan 1 and being made up of the Medway Land the First Owner Land and the Second Owner Land”.*

- (v) The definition of Landscape and Open Space Management Plan within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

*“**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 date of practical completion of each phase of the Public Spaces and Riverside Walk that falls within a Main Phase*

- (vi) The definition of Travel Plan Monitoring Costs Contribution within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

***"Travel Plan Monitoring Costs Contribution"** means the sum of £12.90 per Housing Unit being an agreed contribution for the Council's proper and reasonable costs in relation to the coordination and monitoring of the Travel Plans".*

- (vii) The definition of Knight Road/Temple Manor Public Realm Contribution within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

***"Knight Road/Temple Manor Public Realm Contribution"** means the sum of £161.29 per Housing Unit".*

- (viii) The definition of Roman Way/Cuxton Road Junction Public Realm Contribution within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

***"Roman Way/Cuxton Road Junction Public Realm Contribution"** means the sum of £48.39 per Housing Unit to be used by the Council towards improvements to the public realm within the area of the Roman Way/Cuxton Road Roundabout".*

- (ix) The definition of Bus Service Contribution within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

***"Bus Service Contribution"** means the sum of £322.58 per Housing Unit towards the provision of a shuttle bus service in accordance with the Bus Transport Strategy".*

- (x) The definition of Waste Management Contribution within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

***“Waste Management Contribution”** means the sum of £149.19 per Housing Unit to be used by the Council 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”.*

- (xi) The definition of Safer Routes to School Contribution within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

***“Safer Routes to School Contribution”** means the sum of £86.52 per Housing Unit towards the Safer Routes to School Project”.*

- (xii) The definition of Open Space Contribution within clause 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following wording:

***“Open Space Capital Works Contribution”** means the sum of £863.71 per Housing Unit” and which shall be used towards the creation, maintenance and management of the Public Open Spaces within the Site in accordance with the Landscape and Open Space Management Plan.*

- (xiii) Paragraph 1 of Schedule 1 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following:

“ Travel Plan Monitoring Costs

1.1 Each Owner in respect of their Main Phase shall pay the Travel Plan Monitoring Costs to the Council as follows:

- (a) *On Occupation of the 50th Housing Unit on a Main Phase the sum of £645.00.*
- (b) *On Occupation of the 100th Housing Unit on a Main Phase the sum of £645.00*
- (c) *On Occupation of the 150th Housing Unit on a Main Phase the sum of £645.00*
- (d) *On Occupation of the £200th Housing Unit on a Main Phase the sum of £645.00 PLUS A FURTHER sum equivalent to the Travel Plan Monitoring Costs x B (where B is the number of Housing Units permitted to be constructed on a Main Phase pursuant to the Planning Permission in excess of 200"*

- (xiv) Paragraph 1 of Schedule 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following:

"1 Knight Road and Temple Manor Public Realm

- 1.1 *Each Owner in respect of their Main Phase shall pay the Knight Road/Temple Manor Public Realm Contribution to the Council as follows:*

- (a) *On Occupation of the 50th Housing Unit on a Main Phase the sum of £8,064.50.*
- (b) *On Occupation of the 100th Housing Unit on a Main Phase the sum of £8,064.50*
- (c) *On Occupation of the 150th Housing Unit on a Main Phase the sum of £8,064.50*
- (d) *On Occupation of the £200th Housing Unit on a Main Phase the sum of £8,064.50 PLUS A FURTHER sum equivalent to the Knight Road/Temple Manor Public Realm Contribution x B (where B is the number of Housing Units permitted to be constructed on a Main Phase pursuant to the Planning Permission in excess of 200"*

- (xv) Paragraph 2 of Schedule 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following:

"2 Roman Way/Cuxton Road Junction Public Realm

Each Owner in respect of their Main Phase shall pay the Roman Way/Cuxton Road Public Realm Contribution to the Council as follows:

- (a) On Occupation of the 50th Housing Unit on a Main Phase the sum of £2,419.50.*
- (b) On Occupation of the 100th Housing Unit on a Main Phase the sum of £2,149.50*
- (c) On Occupation of the 150th Housing Unit on a Main Phase the sum of £2,149.50*
- (d) On Occupation of the £200th Housing Unit on a Main Phase the sum of £2,149.50*
PLUS A FURTHER sum equivalent to the Roman Way/Cuxton Road Public Realm Contribution x B (where B is the number of Housing Units permitted to be constructed on the Main Phase pursuant to the Planning Permission in excess of 200"

- (xvi) Paragraph 4 of Schedule 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following:*

"4..1 The Owner will pay to the Council the Bus Service Contribution (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.

4.2 Each Owner in respect of their Main Phase shall pay the Bus Service Contribution to the Council as follows:

- (a) On Occupation of the 50th Housing Unit on a Main Phase the sum of £16,129.00.*
- (b) On Occupation of the 100th Housing Unit on a Main Phase the sum of £16,129.00*
- (c) On Occupation of the 150th Housing Unit on a Main Phase the sum of £16,129.00*
- (d) On Occupation of the £200th Housing Unit on a Main Phase the sum of £16,129.00*
PLUS A FURTHER sum equivalent to the Bus Service Contribution x B (where B is the number of Housing Units constructed on a Main Phase pursuant to the Planning Permission in excess of 200

4.3 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 Sixty-six Thousand Six Hundred and Sixty-six pounds sixty-seven pence (£66,666.67) in respect of each

Main Phase and there shall be no obligation or requirement on an Owner of a Main Phase to expend any further monies in providing or maintaining the Bus Service.

4.4 *The Owner gives no warranty that the Bus Service can be provided and/or how long a Bus Operator is prepared to provide the Bus Service."*

(xvii) *Paragraph 5 of Schedule 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following:*

"5 *Each Owner in respect of their Main Phase shall pay the Waste Management Contribution to the Council as follows:*

- (a) *On Occupation of the 50th Housing Unit on a Main Phase the sum of £7,459.50.*
- (b) *On Occupation of the 100th Housing Unit on a Main Phase the sum of £7,459.50*
- (c) *On Occupation of the 150th Housing Unit on a Main Phase the sum of £7,459.50*
- (d) *On Occupation of the £200th Housing Unit on a Main Phase the sum of £7,459.50 PLUS A FURTHER sum equivalent to the Waste Management Contribution x B (where B is the number of Housing Units permitted to be constructed on the Main Phase pursuant to the Planning Permission in excess of 200"*

(xviii) *Paragraph 6 of Schedule 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following:*

"6 *Each Owner in respect of their Main Phase shall pay the Safer Routes to Schools Contribution to the Council as follows:*

- (a) *On Occupation of the 50th Housing Unit on a Main Phase the sum of £4,326.00.*
- (b) *On Occupation of the 100th Housing Unit on a Main Phase the sum of £4,326.00*
- (c) *On Occupation of the 150th Housing Unit on a Main Phase the sum of £4,326.00*
- (d) *On Occupation of the £200th Housing Unit on a Main Phase the sum of £4,326.00 PLUS A FURTHER sum equivalent to the Safer Routes to Schools Contribution x B (where B is the number of Housing Units permitted to be constructed on the Main Phase pursuant to the Planning Permission in excess of 200"*

(xix) Paragraph 7.1 of Schedule 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following:

“7.1 If not submitted prior to the date hereof to Submit and obtain the approval of the Council to the Landscape and Open Space Management Plan for the Main Phase prior to the Commencement of the Development of that Main Phase and not to Commence Development of that Main Phase until the Landscape and Open Space Management Plan has been approved by the Council in respect of that Main Phase.”

(xx) Paragraph 7.2 of Schedule 2 of the Original s106 Agreement shall be deleted in its entirety and replaced with the following:

“7.2 Each Owner in respect of their Main Phase shall pay the Open Space Contribution to the Council as follows:

- (a) On Occupation of the 50th Housing Unit on a Main Phase the sum of £43,185.50.
- (b) On Occupation of the 100th Housing Unit on a Main Phase the sum of £43,185.50
- (c) On Occupation of the 150th Housing Unit on a Main Phase the sum of £43,185.50
- (d) On Occupation of the £200th Housing Unit on a Main Phase the sum of £43,185.50
PLUS A FURTHER sum equivalent to the Open space Contribution x B (where B is the number of Housing Units permitted to be constructed on the Main Phase pursuant to the Planning Permission in excess of 200

1.2.2 Deletion of definition and clauses

- (i) The parties hereto acknowledge that the Original s106 Agreement shall be varied so as if the definition of “Morgan Site Relocation” in clause 2 of the Original s106 Agreement shall be deleted and any reference within the Original s106 Agreement to “Morgan Site Relocation” shall be deleted”

APPENDIX 1 – Plan

PHASE 1A
DEVELOPMENT AREA

PHASE 2

MORGAN TIMBER

PHASE 3

No dimensions are to be scaled from this drawing.
All dimensions are to be checked on site.
Area measurements for indicative purposes only.

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LEGEND

— OWNERSHIP BOUNDARIES

C	REVISED FOR INFORMATION	21.12.2016
B	REVISED FOR PLANNING	18.05.2016
A	REVISED FOR PLANNING	12.04.2016
-	INITIAL ISSUE FOR PLANNING	05.02.2016
Rev	Description	Date

EXTERIOR
ARCHITECTURE

LONDON: Studio 1S, Hewlett ~~Close~~ Havelock Terrace,
London, SW8 4AS
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Project title
**REDROW HOMES LIMITED TEMPLE
WATERFRONT PHASE 1A**

Drawing title
**SITE WIDE ILLUSTRATIVE
MASTERPLAN**

Issued By London
Scale 1:1,250 @ A1
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Date 05.02.2016

Drawing number
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T: 020 7978 2101
Drawn EA
Checked LP
Approved LP
Revision
C

0 50m

APPENDIX 2 – PLANNING PERMISSION

Draft Decision

MC/16/0600



Serving You

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Planning Potential Ltd.
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London
SE1 2TU

Planning Service
Physical & Cultural Regeneration
Regeneration, Culture, Environment &
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Ltd

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planning.representations@medway.gov.uk

TOWN & COUNTRY PLANNING ACT 1990

Town & Country Planning (Development Management Procedure) (England) Order 2015

Location: Land Between Roman Way And Knight Road East Of The Medway Valley
Railway Line (Temple Waterfront) Strood, Rochester Kent

Proposal: Application for approval of Reserved Matters, including layout, landscaping, scale, appearance and access - details to provide 210 new dwellings of Phase 1A of Outline Permission (MC/09/0417) - 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.

NOTIFICATION OF GRANT OF PLANNING PERMISSION TO DEVELOP LAND.

Take Notice that 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 5 February, 2016.

SUBJECT TO THE CONDITIONS SPECIFIED HEREUNDER

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

Exterior Architecture Drawing Numbers: EA_1539_P_001 B,
EA_1539_P_100 B, EA_1539_P_101 B, EA_1539_P_102 B,
EA_1539_P_103 B, EA_1539_P_110 B, EA_1539_P_111 B,
EA_1539_P_112 B, EA_1539_P_113 B, EA_1539_P_114 B,
EA_1539_P_115 B, EA_1539_P_300 B, EA_1539_P_301 B,
EA_1539_P_302 B, EA_1539_P_303 B, EA_1539_P_304 B,
EA_1539_P_305 B, EA_1539_P_306 B, EA_1539_P_400,
EA_1539_P_401, EA_1539_P_410 A, EA_1539_P_411 A,
EA_1539_P_412 A, EA_1539_P_413 B, EA_1539_P_414 A,
EA_1539_P_415, EA_1539_P_416, EA_1539_P_420 B,
EA_1539_P_450, EA_1539_P_451, EA_1539_P_452, EA_1539_P_453,
EA_1539_P_454; and John Pardey Associates Drawing Numbers:
1507/100; 1507/105 A; 1507/106; 1507/110 A; 1507/200 A; 1507/202 A;
1507/203 A; 1507/204 A; 1507/205 A; 1507/207 1507/230 C; 1507/231 C;
1507/300 B; 1507/301 A; 1507/235 C; 1507/240; 1507/245; 1507/250;
1507/255; 1507/260; 1507/265; 1507/270 D; 1507/271 B; 1507/272 B;
1507/273 B; 1507/280 B; 1507/281 B; 1507/285 B; 1507/290 B; 1507/210;
1507/215; 1507/220; 1507/225; 1507/226; 1507/275; 1507/310 A;
1507/311 A; 1507/380; 1507/385; 1507/390; 1507/410 B; 1507/415 B;
1507/420 D; 1507/425 D; 1507/430 C; 1507/431 C; 1507/432 C; 1507/433
C; 1507/435 C; 1507/440 D; 1507/445 D; 1507/450 C; 1507/455 C;
1507/460 B; 1507/465 B; 1507/470 B; 1507/471 B; 1507/472 B; 1507/473
A; 1507/475 B; 1507/480 C; 1507/485 B; 1507/490 B; 1507/500 A;
1507/501 A; 1507/502 A; 1507/601; 1507/602; 1507/603; 1507/604;
1507/605; 1507/606; 1507/607; 1507/608; 1507/609; 1507/610; 1507/611;
1507/612; 1507/616; 1507/617; 1507/618.

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

- 2 No development above foundation level shall take place until the following details have been submitted to and approved in writing by the Local Planning Authority:

- Sample windows for the bespoke units and the Town Houses
- Sample weather boarding
- 1:20 technical sections and specifications of the external envelope of the residential buildings including eaves arrangements; roof pitches; head, sill and ceiling heights; doors; and window details, positions and arrangements

The development shall be undertaken in accordance with the approved details.

Reason: To ensure that the appearance of the development is satisfactory and without prejudice to conditions of visual amenity in the

locality, in accordance with Policy BNE1 of the Medway Local Plan 2003.

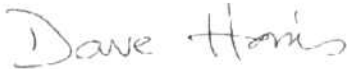
- 3 Notwithstanding the landscape details hereby approved under this reserved matters, no development above foundation level shall take place until details of exact plants and planting densities for all non private areas have been submitted to and approved in writing by the Local Planning Authority. The approved planting shall be undertaken within the timetable agreed pursuant to this reserved matters and shall be maintained in accordance with the approved management arrangements.

Reason: Pursuant to condition 197 of the Town and Country Planning Act 1990 and to protect and enhance the appearance and character of the site and locality, in accordance with Policies BNE1 and BNE6 of the Medway Local Plan 2003.

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

This planning decision relates to drawing number(s)

Signed

A handwritten signature in dark ink, appearing to read 'Dave Harris', written in a cursive style.

David Harris
Head of Planning
Date of Notice

EXECUTED as a DEED on the date specified at the commencement of this Agreement

SIGNED as a DEED by

as attorney for

REDROW HOMES LIMITED

in the presence of:-

as attorney for **REDROW HOMES**

LIMITED

Signature of witness
Name (in BLOCK CAPITALS)
Address.....
.....
.....

SIGNED as a DEED by

as attorney for

REDROW HOMES LIMITED

in the presence of:-

as attorney for **REDROW HOMES**

LIMITED

Signature of witness
Name (in BLOCK CAPITALS)
Address.....
.....
.....

SIGNED as a deed by MORGAN AND COMPANY)
(STROOD) LIMITED)
acting by a Director in the presence of:)

.....
Director

Witness'
Signature
Name (*capital*
letters)
Address
.....
.....
Occupation

EXECUTED as a
Deed by affixing the Common
Seal of **MEDWAY COUNCIL**
In the presence of:

MCH11946



A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line.

.....
Authorised Signatory