

DATE: 14 March.

2017

(1) MEDWAY COUNCIL

and

(2) Kevin Dennis Attwood

and

(3) Michael Christopher Attwood

and

(4) John Neville Gorf and Margaret Anne Gorf

AGREEMENT

**Town and Country Planning Act 1990
Section 106**

Land at Brickfields Darland Farm

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

Ref:MC/16/2776

MPL000119

THIS DEED is made the 14 day of March 2017

1 PARTIES

- 1.1 MEDWAY COUNCIL ("the Council") whose address is Gun Wharf Dock Road Chatham ME4 4TR
- 1.2 Kevin Attwood ("the First Owner") whose address is Down Court Farm, Down Court Road, Doddington Sittingbourne ME9 0AT
- 1.3 Michael Attwood ("the Second Owner") whose address is Thrognall Farm Bull Lane Newington Sittingbourne Kent ME9 7SJ
- 1.4 John Neville Gorf and Margaret Anne Gorf ("the Third Owner") whose address is the The Farm House Darland Farm Pear Tree Lane Gillingham ME7 3PP

1.2-1.4 together collectively "the Owners"

together ("the Parties")

2 DEFINITIONS AND INTERPRETATION

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

"Affordable Housing Contribution" means the sum of £1,875,000 (one million eight hundred and seventy five thousand pounds) to be paid to the Council in accordance with the provisions of the First Schedule to this Deed

the Council's Costs" means the sum of £1,250 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

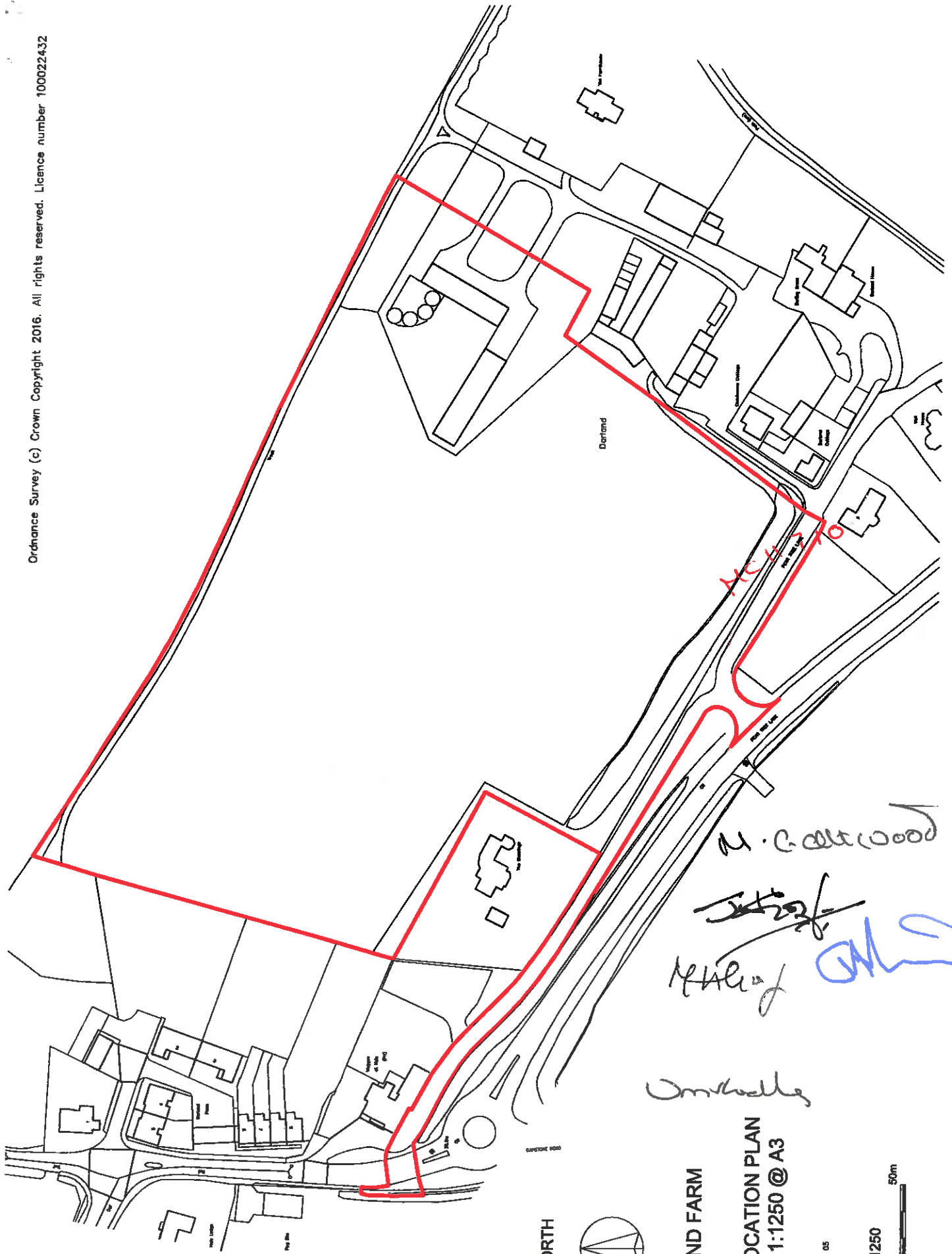
"Commencement of the Development" means commencement of the Development on the Site by the carrying out of a material operation within the meaning of S56 (4) of the Planning Act but for the purpose of this definition the

demolition, works of site clearance, ground investigation and site survey works, construction of boundary fencing or hoardings, construction of temporary accesses and/or highway works, archaeological investigation, site decontamination or remediation works landscaping works, laying of sewers and other services creation of site compounds and noise attenuation works shall not be deemed to be the carrying out of a material operation.

“Commencement Notice”	means the notice served pursuant to clause 5.1.2 a copy of which is attached to this Deed in Annex 1 and for the avoidance of doubt a separate Commencement Notice shall be served on the occurrence of each event listed in clause 5.1.2
“the Contributions”	means any or all of the sums set out in the First Schedule
“the Development”	means the development of the Site with the construction of up to 44 residential units and associated garages access landscaping and open space and for the use in the manner set out in the Planning Application
“the Disputes Resolution Procedure”	means the procedure referred to in clause 6.9 and set out in the Third Schedule hereto
“the Draft Conditions”	means the draft conditions to be attached to the Permission set out in the Fourth Schedule to this Deed
“the Healthcare Contribution”	means the sum of £20,589.80 (twenty thousand five hundred and eighty nine pounds and eighty pence) to be paid to the Council in accordance with the provisions of the First Schedule of this Deed
“the Highway Contribution”	means the sum of £5,000 (five thousand pounds) to be paid to the Council in accordance with the provisions of the First Schedule of this Deed

“the Highway Works”	means the works specified in the First Schedule to this Deed
“Housing Unit”	means a unit of residential accommodation include 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 of any sum in accordance with the formula set out in clause 6.11
“the Inflation 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 Index of Retail Prices shall no longer be published or its name or methodology be materially altered
“Monitoring Officer Costs”	means the sum of £5,400 (five thousand four hundred pounds) being the agreed contribution on the Council’s proper and reasonable costs in monitoring compliance with the obligations and requirements contained in this Deed to be paid in accordance with clause 5.1.5
“the Nature Conservation Contribution”	means the sum of £49,600 (forty nine thousand six hundred pounds) to be paid to the Council in accordance with the provisions of the First Schedule of this Deed
“the Nursery Education Contribution”	means the sum of £40,268.80 (Forty thousand two hundred and sixty eight pounds and eighty pence) to be paid to the Council in accordance with the provisions of the First Schedule of this Deed
“Occupation”	means physical occupation for any purpose but does not include occupation by personnel engaged in the construction fitting- out or decoration or management of any

	part of the Development and for the avoidance of doubt in the case of a sale of a freehold or a long leasehold interest to a third party Occupation commences on the date of legal completion of the sale rather than exchange of contracts and "Occupy" "Occupier" "Occupiers" and "Occupied shall be construed accordingly
"the Open Space Contribution"	means the sum of £122,734.90 (one hundred and twenty two thousand seven hundred and thirty four pounds and ninety pence) to be paid to the Council in accordance with the provisions of the First Schedule of this Deed
"Open Space Management Company"	means a management company set up by the Owners to ensure the on going maintenance of the on site communal areas
"the Permission"	means the outline planning permission granted by the Council pursuant to the Planning Application
"the Plan"	means the plan annexed to this Deed
"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 MC/16/2776
"Primary Education Contribution"	means the sum of £98,841.60 (ninety eight thousand eight hundred and forty one pounds and sixty pence) to be paid to the Council in accordance with the provisions of the First Schedule of this Deed
"the Secondary Education Contribution"	means the sum of £99,985.60 (ninety nine thousand nine hundred and eighty five pounds and sixty pence) to be paid to the Council in accordance with the



M. Galtwood
[Signature]
M. Galtwood
[Signature]

DARLAND FARM
 MEZPPP

SITE LOCATION PLAN
SCALE 1:1250 @ A3

DWG. 712/L (-) 05

SCALE 1:1250
 10m
 50m

	provisions of the First Schedule of this Deed
"the Secretary of State"	means the Secretary of State for Communities and Local Government or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for Communities and Local Government by the Planning Act.
"the Site"	means the land known as and more particularly delineated edged red on the attached Plan
"the Sixth Form Education Contribution"	means the sum of £26,312 (twenty six thousand three hundred and twelve pounds) to be paid to the Council in accordance with the provisions of the First Schedule of this Deed
"SPA Mitigation Contribution"	means the sum of £223.58 per Housing Unit for strategic mitigation measures to avoid adverse effects on the Thames Estuary and Marshes SPA and Ramsar site, the Medway Estuary and Marshes SPA and Ramsar site and the Swale SPA and Ramsar site which for the avoidance of doubt is the sum of £9,837.52 (nine thousand and eight hundred and thirty seven pounds and fifty two pence) for the purposes of this Deed
"Statutory Undertaker"	means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator
"Trigger Date"	means each date upon which an event occurs that triggers a payment of any sum by the Owner and/or the coming into effect of any other obligation under this Deed

2.2 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

- 2.3 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 on the statute or deriving validity from it
- 2.4 Words importing the masculine gender shall include the feminine gender and the neuter and visa versa
- 2.5 Words importing persons include companies and corporations and vice versa
- 2.6 Unless the context otherwise requires words importing the singular shall include the plural and vice versa
- 2.7 Headings are for ease of reference only and shall not be construed as part of this Deed
- 2.8 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
- 2.9 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
- 2.10 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
- 2.11 The obligations contained in this Deed shall not be binding upon or enforceable against any owner occupier or tenant of any of the Housing Unit or a purchaser of an individual Housing Unit or the mortgagee or mortgagee in possession of any such persons or any receiver or manager appointed by a mortgagee of such person

3 RECITALS

- 3.1 The Council is the Local Planning Authority for the purpose of the Planning Act for the area in which the Site is situated
- 3.2 The Owners are the freehold owners of the Site and are registered as registered proprietors with title absolute of the Site at the Land Registry under title number(s) K705294, K763655 and TT22794
- 3.3 The Owner hereby declares that as at the date hereof no other person holds an interest in the Site
- 3.4 The Planning Application has been submitted to the Council seeking permission to undertake the Development
- 3.5 The Council resolved on the 14th December 2016 to grant planning permission for the Development subject to the completion of this Deed without which the Planning Application would have been refused

4 STATUTORY PROVISIONS

- 4.1 This Deed is made pursuant to Section 106 of the Planning Act 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
- 4.2 The covenants restrictions and obligations imposed on the Owner contained in this Deed are all planning obligations for the purposes of Section 106 of the Planning Act and are enforceable by the Council as Local Planning Authority against the Owner
- 4.3 The Council's Costs are payable pursuant to Section 106 (1) (d) of the Planning Act
- 4.4 The Owners and the Council agree the need for the planning obligations contained in this Deed both for the benefit of the Development and in the interest of proper planning of the area.
- 4.5 Nothing in this Deed shall be construed as imposing any obligation on any Statutory Undertaker who acquires an interest in the Site for the purpose of undertaking their statutory functions
- 4.6 Nothing in this Deed shall be construed as imposing any obligation on any purchaser of a Housing Unit or its successor in title and his or their mortgagees.
- 4.7 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 the Secretary of State 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.
- 4.8 The Owner and the Council agree that no more than four (4) other planning obligations under section 106 of the Planning Act (including all of those completed since 6 April 2010) provide for or fund or will so provide or fund the specific projects infrastructure or purposes that the Owner covenants to provide for or fund under this Deed.

5 COVENANTS

- 5.1 The Owners Covenants
The Owners covenant with the Council
- 5.1.1 To observe the restrictions and perform the obligations set out in the First Schedule
- 5.1.2 To serve a Commencement Notice on the Council on each of the following events:-
- 5.1.2.1 At least 28 days before the proposed Commencement of Development to notify the head of planning at the Council (or any such person in any equivalent subsequent role) of the date on which it is intended to commence work on the Site

- 5.1.2.2 Within 14 days after Commencement of Development to notify the head of planning at the Council (or any such person in any equivalent subsequent role) of the date of the Commencement of Development
- 5.1.2.3 Within 14 days after any Trigger Date to notify the head of planning at the Council (or any such person in any equivalent subsequent role) of the date and the event that occurred on a Trigger Date
- 5.1.3 To retain such records and information and within 14 days of a written request by the Council to provide the Council with such records and information as the Council request 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
- 5.1.4 To pay the Council's Costs on completion of this Deed
- 5.1.5 To pay the Monitoring Officers Costs on submission of the Reserved Matters Application

5.2 The Council's Covenants

The Council Covenants with the Owner to perform the obligations set out in the Second Schedule

6 DECLARATIONS AND AGREEMENTS

6.1 Effective Date

The Covenants contained in this Deed shall take effect on the date of this Deed other than those contained in the First Schedule and paragraphs 3 and 4 of the Second Schedule which shall take effect on the Commencement of Development or as otherwise stated in the aforementioned Schedules

6.2 Liability for Breach

No person shall be liable for a breach of a covenant contained in this Deed after that have irrevocably parted with all their interest in the Site or in the part of the Site in respect of which such breach occurs pursuant to a disposal at open market value to an unconnected third party but without prejudice to any subsisting breach of covenant prior to parting with such interest

6.3 Revocation Modification or Expiry of the Permission

This Deed shall determine and cease to have any further effect if the Permission is revoked or modified by the Council pursuant to the Planning Act without the written consent of the Owner or if the Permission expires before the Commencement of Development

6.4 Notices

6.4.1 Any Commencement Notice required under clause 5.1.2 shall be in the form attached to this Deed at Annex 1 and shall be deemed to be served if sent electronically to the address provided on the Commencement Notice or if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the Council provided on the Commencement Notice

6.4.2 Any other notice consent or approval 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 and in the case of a notice to be served on the Council addressed to the Head of Planning

6.5 Approvals

Where any approval consent directions action or authority is required to be given by any of the parties hereto such approval consent directions action or authority shall not be unreasonably delayed or withheld 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

6.6 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

6.7 Waiver by the Council

No waiver (whether express or implied) by the Council of any breach or default by another 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

6.8 Registration as a Local Land Charge

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

6.9 Disputes Resolution

6.9.1 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 the Third Schedule

6.9.2 The decision of any expert appointed under the Dispute Resolution Procedure shall be final and binding on all of the parties to the dispute except in the case of manifest error

6.10 Overdue Payment

6.10.1 Payments required to be made 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 not date is specified in the relevant clause then within 21 days after the occurrence of a Trigger Date

6.10.2 In the event of any delay in making the payment required under this Deed interest shall be payable on the amount payable at the rate of four percent 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

6.11 Indexation and VAT

6.11.1 Any sums which become payable under this Deed on a date more than twelve months after the date of this Deed by the Owners to the Council other than the Council's Costs shall be subject to Indexation

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

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

Where:

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

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

6.11.2.3 "the Base Date" is the date twelve months after the date of this Deed

PROVIDED THAT where payment is not made on the Due Date the provisions of clause 6.10.2 will have effect in relation to the Indexed Sum except where the inflation index at the due date is less than the inflation index at the base date when the sum in question shall not be subject to indexation

All sums due under this Deed are exclusive of VAT and the Owners shall pay to the Council in addition to any such sums any VAT properly payable in respect thereof

6.12 No Fettering of Discretion

Except in so far as is legally or equitably permitted nothing in this Deed shall not fetter prejudice or affect the exercise of any statutory or regulatory power duty or discretion of the Council

6.13 Variation

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

6.14 Receipt

The Council acknowledges receipt of the Council's Costs

6.15 Contracts (Rights of Third Parties) Act 1999

This Deed is not intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999

6.16 Planning Permission

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

FIRST SCHEDULE

The Owners for themselves and their successors in title covenants with the Council as follows:

1. To pay to the Council the Open Space Contribution being the sum of £122,734.90 as follows 50% prior to Occupation of the first Housing Unit and the remaining 50% prior to the Occupation of the 30th Housing Unit on the Site towards improvements at one or more of Capstone Country Park or Luton Recreation Ground
2. To pay to the Council the Nursery Education being the sum of £40,268.80 as follows 50% prior to Occupation of the first Housing Unit and the remaining 50% prior to the Occupation of the 30th Housing Unit on the Site towards increasing capacity at one or more of Riverside Primary School or St Mary's Island Primary School
3. To pay to the Council the Primary Education Contribution being the sum of £98,841.60 as follows 50% prior to Occupation of the first Housing Unit and the remaining 50% prior to the Occupation of the 30th Housing Unit on the Site towards increasing capacity at one or more of Riverside Primary School or St Mary's Island Primary School
4. To pay to the Council the Secondary Education Contribution being the sum of £99,985.60 as follows 50% prior to Occupation of the first Housing Unit and the remaining 50% prior to the Occupation of the 30th Housing Unit on the Site towards increasing capacity at one or more of The Howard School, Rainham Girls School or a new free school
5. To pay to the Council the Sixth Form Contribution being the sum of £26,312 as follows 50% prior to Occupation of the first Housing Unit and the remaining 50% prior to the Occupation of the 30th Housing Unit on the Site towards increasing capacity at one or more of The Howard School, Rainham Girls School or a new free school
6. To pay to the Council the Affordable Housing Contribution being the sum of £1,875,000 as follows 50% prior to Occupation of the first Housing Unit and the remaining 50% prior to the Occupation of the 22nd Housing Unit in lieu of on site provision of Affordable Housing
7. To pay to the Council the Highways Contribution on the Commencement of Development being the sum of £5,000 towards the carrying out of a transport study of vehicle speeds on Pear Tree Road and (if supported by the study) the adoption of a traffic regulation order
8. To pay to the Council the Healthcare Contribution being the sum of £20,589.80 on completion of 50% of the Housing Units on the Site towards improvements to Hempstead Medical Centre to expand facilities to allow for a greater patient cohort

9. To pay to the Council the Nature Conservation Contribution being the sum of £49,600 as follows 50% of the capital element (£28,000) to be paid on Commencement of Development and the remaining 50% prior to the Occupation of the 14th Housing Unit and the maintenance element (£21,600) to be paid in 10 equal annual instalments starting with the anniversary of payment of the capital element towards mitigation measures to be undertaken at Darland Banks Site of Nature Conservation Interest and Local Nature Reserve
10. To pay to the Council on the Commencement of Development the SPA Mitigation Contribution being the sum of £9,837.52
11. To establish an Open Space Management Company to ensure the on going maintenance of the communal open space areas within the Site prior to the Occupation of any Housing Unit on the Site
12. To Carry out the Highway Works being:
 - a. Provision of new priority junctions on old Pear Tree Lane including new kerb lines and associated road markings and highway signage
 - b. Provision of traffic calming measures and a system of street lighting on the western section of Old Pear Tree Lane between the Site Access and Capstone Road
 - c. Amendments to the existing traffic islands on Capstone Road and the provision of an uncontrolled crossing suitable for both pedestrians and cyclists
 - d. Provision of a new section of footway on the western side of Capstone Road
 - e. Provision of a new footway linking the proposed development to the Darland Banks
 - f. Reduction of the existing speed limit to 40 mph on Old Pear Tree Laneprior to the Occupation of any Housing Unit on the Site

SECOND SCHEDULE
The Council's Covenants

1. To co-operate insofar as is reasonable with the Owner in the performance of its obligations under this Deed
2. Not to use any Contribution other than for the purpose specified in this Deed in relation to that Contribution without the prior written consent of the Owner
3. At the Owner's request to return any part of the Contributions aforesaid which shall not have been used for the purposes set out above within a period of 7 years from the date of the payment of the last Contribution together with simple interest at the base rate prevailing from time to time of the National Westminster Bank plc 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
4. Upon receipt of any Contributions in the First Schedule hereto the Council shall if requested to do so supply its written receipt for the aforesaid Contributions

5. To issue the Permission within 7 (seven) days of the completion of this Deed

THIRD SCHEDULE 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 or any person in an equivalent subsequent role.
- 2.2 If the difference or question relates to the occupancy 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 or any person in an equivalent subsequent role.

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

FOURTH SCHEDULE
The Draft Conditions to be attached to the Permission

The imposition of the conditions as set out in the draft Planning Decision Reference MC/16/2776 attached to this Deed

Draft Decision

MC/16/2776



Mr Hume
Hume Planning Consultancy Ltd
Innovation House
Discovery Park
Innovation Way
Sandwich
CT13 9FF

Planning Service
Physical & Cultural Regeneration
Regeneration, Culture, Environment &
Transformation
Civic Headquarters
Gun Wharf
Dock Road
Chatham
Kent ME4 4TR
Telephone: 01634 331700
Facsimile: 01634 331195
Minicom: 01634 331300

App's Name Mr Attwood F D Attwood &
Partners

TOWN & COUNTRY PLANNING ACT 1990

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

Location: Land At Brickfields, Darland Farm, Pear Tree Lane, Hempstead, Gillingham, ME7 3PP

Proposal: Outline application with some matters reserved (appearance, landscaping, layout and scale) for a residential development of up to 44 dwellings with associated garaging, access, landscaping and open space

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 June, 2016.

- 1 Approval of the details of the layout, scale and appearance of the buildings, the means of access within the site and the landscaping of the site (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.

Reason: To accord with the terms of the submitted application and to

ensure that these details are satisfactory

- 2 Plans and particulars of the reserved matters referred to in Condition 1 above shall be submitted in writing to the Local Planning Authority for approval. Such application for approval shall be made to the Authority before the expiration of three years from the date of this permission and the reserved matters shall be carried out in accordance with the approved details.

Reason: To comply with Section 92(2) of the Town and Country Planning Act 1990.

- 3 The development to which this permission relates must be begun no later than the expiration of 2 years from the final approval of the reserved matters or in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

- 4 The development hereby permitted shall be carried out in accordance with the following approved plans: drawing nos 712/L (-) & 05 16-007-008 rev A) received on 7 July 2016 and drawing no. 712: L (-) 01 D received on 12 December 2016.

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

- 5 No development shall commence until a Construction Environmental Management Plan (CEMP) that describes measures to control the noise, dust, lighting, vehicle movements, hours of working and the effect on wildlife and habitat impacts arising from the construction phase of the development has been submitted to and approved in writing by the Local Planning Authority and all construction works shall be undertaken in accordance with this approved plan.

Reason: Required before the commencement of development in order to minimise the impact of the construction period on the amenities of local residents, the countryside, wildlife and habitat and with regard to Policies BNE2, BNE37 and BNE39 of the Medway Local Plan 2003.

- 6 Prior to the commencement of the development hereby permitted, an emissions mitigation assessment shall be submitted and approved in writing by the Local Planning Authority. The emissions mitigation assessment should include a damage cost assessment that uses the DEFRA emissions factor toolkit and should include details of mitigation to be included in the development which will reduce the emissions from the development during construction and when in operation. All works, which

form part of the approved scheme, shall be completed before any part of the development is occupied and shall thereafter be maintained in accordance with the approved details.

Reason: Required before commencement of development to avoid any irreversible impact on human health and in accordance with Paragraphs 109, 120 and 124 of the NPPF.

- 7 The details submitted in pursuance of condition 1 shall be accompanied by details, samples and a schedule of all materials to be used externally have been submitted to and approved in writing by the Local Planning Authority, and the development shall be carried out 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.

- 8 The details submitted in pursuance of condition 1 shall be accompanied by a scheme of landscaping (hard and soft) and boundary treatment which shall include a tree survey specifying the position, height, spread and species of all trees on the site, provision for the retention and protection of existing trees and shrubs and a date for the completion of any new planting and boundary treatment. The scheme as approved by the Authority shall be implemented by the approved date or such other date as may be agreed in writing by the Authority. 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, unless the Authority gives written consent to any variation.

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.

- 9 The details submitted in pursuance of condition 1 shall be accompanied by a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than small, privately owned, domestic gardens, shall be submitted to the Local Planning Authority for approval in writing prior to the occupation of the development. The landscape management plan shall be carried out as approved.

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.

- 10 The details submitted in pursuance of Condition 1 shall show land

reserved for parking or garaging in accordance with the adopted County Parking Standards. None of the buildings shall be occupied until this area has been provided, surfaced and drained in accordance with the approved details. Thereafter no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 2015 (or any order amending, revoking and re-enacting that Order) shall be carried out on the land so shown or in such a position as to preclude vehicular access to the reserved vehicle parking area.

Reason: Development without provision of adequate accommodation for the parking or garaging of vehicles is likely to lead to hazardous on-street parking and in accordance with Policy T13 of the Medway Local Plan 2003.

11 In accordance with the recommendations contained in British Standard 5837:2012 *Trees in relation to design, demolition and construction - Recommendations* or any revision thereof the plans and particulars submitted pursuant to Condition 1 above shall include:

- a) A tree constraints plan showing root protection areas and any other relevant constraints plotted around each of the category A, B and C trees overlaid onto the proposed site layout plan.
- a) Existing and proposed finished site levels and cross-sectional details on a scaled plan with retained trees and root protection areas overlaid.
- a) An arboricultural impact assessment that evaluates the direct and indirect effects of the proposed design, including during construction in terms of access, adequate working space and provision for storage of materials; and where necessary recommends mitigation.
- a) Arboricultural method statements for the implementation of any aspect of development that is within the root protection area, or has the potential to result in loss of or damage to a tree to be retained. Particular attention should be given to:
 - i. Removal of existing structures and hard surfacing;
 - ii. installation of temporary ground protection;
 - iii. excavations and the requirement for specialized trenchless techniques;
 - iv. specialist foundations or other engineering within root protection areas of retained trees, including details of installation techniques and effect on finished floor levels and overall height;
 - v. retaining structures to facilitate changes in ground levels; and
 - vi. preparatory works for new landscaping.

- a) A schedule of work to trees which is directly necessary to provide access for operations on site, including pruning to facilitate access.

The development shall be carried out in accordance with the approved details before any equipment, machinery or materials are brought on to the site and any mitigation measures shall be maintained until all equipment, machinery and surplus materials have been removed from the site.

Reason: *To avoid any irreversible damage to retained trees pursuant to section 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.*

- 12 No development shall take place (except as may be agreed in writing by the Local Planning Authority) until the developer has secured the implementation of a programme of archaeological work in accordance with a written specification and time table which has been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved specification.

Reason: Required before commencement of the development to ensure that features of archaeological interest at the site are properly examined and recorded in accordance with Policy BNE21 of the Medway Local Plan 2003 and Paragraph 139 of the NPPF.

- 13 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 and where remediation is necessary a remediation scheme must be prepared 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, 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 approved remediation scheme 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.

Reason: To ensure that the development is undertaken in a manner which acknowledges interests of amenity and safety in accordance with Policy BNE23 of the Medway Local Plan 2003.

14 No development shall take place until a scheme showing details of the disposal of surface 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.

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 103 of the NPPF.

15 No development shall take place until there has been submitted to and approved in writing by the Local Planning Authority details of the proposed means of foul water sewerage disposal. Work shall be carried out in accordance with the approved details before any part of the development is occupied and shall thereafter be maintained in accordance with the approved details.

Reason: Details are required to be submitted and approved prior to the commencement of the development, due to the fact that below ground works will need to be undertaken prior to construction of the building. To safeguard the amenities of the occupiers of the proposed development in accordance with Policy BNE2 of the Medway Local Plan 2003.

16 No development above slab level shall take place until measures to minimise the risk of crime, according to the principles and physical security requirements of Crime Prevention through Environmental Design (CPTED) have been submitted to and approved in writing by the Local Planning Authority. The approved measures shall be implemented before the development is occupied and shall thereafter be retained.

Reason: In the interests of security, crime prevention and community safety and in accordance with Paragraph 69 of the NPPF.

17 No development shall take place (including any ground works, site or vegetation clearance) until a method statement for ecological mitigation (including provision for reptiles, nesting birds, dormice and bats) has been submitted to and approved in writing by the local planning authority. The content of the method statement shall include the:

a) Purpose and objectives for the proposed works:

- b) Detailed design(s) and/or working method(s) necessary to achieve stated objectives;
- c) Extent and location of proposed works, including the location of the ecological buffer zone around the periphery of the site;
- d) Timetable for implementation, demonstrating that works are aligned with the proposed phasing of construction;
- e) Persons responsible for implementing the works, including times during construction when specialist ecologists need to be present on site to undertake / oversee works;
- f) Use of protective fences, exclusion barriers and warning signs;
- g) Initial aftercare and long-term maintenance (where relevant);

The works shall be carried out strictly in accordance with the approved details and shall be retained in that manner thereafter.

Reason: In the interests of ecology and in accordance with the provisions set out under Policies BNE37, BNE38 and BNE39 Medway Local Plan 2003 and Paragraph 118 of the NPPF 2012

- 18 Before the commencement of development (including any ground works, site or vegetation clearance), a bat activity survey shall be carried out with full details of appropriate bat mitigation measures and shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall be implemented in full accordance with the details so approved.

Reason: In the interests of ecology and in accordance with the provisions set out under Policies BNE37, BNE38 and BNE39 Medway Local Plan 2003 and Paragraph 118 of the NPPF 2012

- 19 No development shall take place until a "lighting design strategy for biodiversity" for the site boundaries has been submitted to and approved in writing by the local planning authority. The lighting strategy shall:

- a) Identify those areas/features on site that are particularly sensitive for bats and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory;
- b) Show how and where external lighting will be installed so that it can be clearly demonstrated that areas to be lit will not disturb or prevent the above species using their territory.

All external lighting shall be installed in accordance with the specifications and locations set out in the strategy and these shall be maintained thereafter in accordance with the strategy.

Reason; In order to limit the impact of the lighting on the landscaping of the site, the surrounding landscape and wildlife and with regard to Policies BNE1, BNE34 and BNE39 of the Medway Local Plan 2003 and Paragraph 118 of the NPPF 2012

20 Prior to commencement of development hereby approved, details of how the development will enhance the quality and quantity of biodiversity as outlined in Section 4.3 of the submitted Extended Phase 1 Habitat Survey (Corylus Ecology, April 2016) has been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with those approved details and thereafter retained.

Reason: In the interests of ecology and in accordance with the provisions set out under Policies BNE37, BNE38 and BNE39 Medway Local Plan 2003 and Paragraph 118 of the NPPF 2012

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

The tree survey required pursuant to condition 8 should included a scaled drawing that shows the position of and allocating a reference number to:

- i. Each existing tree within the site with a stem diameter of 75mm or more, measured at 1.5m above the highest adjacent ground level, or in the case of woodlands or substantial tree groups, only individual trees with stem diameters greater than 150mm;
- ii. Each tree with an estimated stem diameter of 75mm or more that overhang the site or are located beyond the site boundaries, within a distance of up to 12 times their estimated stem diameter.

For individual trees the crown spread shall be shown at the four cardinal points, for woodlands or substantial groups of trees the overall extent of the canopy shall be shown. Spot levels, other relevant landscape features and artefacts shall also be recorded, taking account of the recommendations contained in paragraph 4.2.4 of British Standard 5837 or any revision thereof.

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

In accordance with paragraphs 186 and 187 of the NPPF Medway Council takes a positive and proactive approach to development proposals focused on solutions. Medway Council works with applicants/agents in a positive and proactive 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 (PLEASE INSERT) as appropriate

- The applicant/agent was updated of any issues after the initial site visit,
- The applicant/agent was provided with pre-application advice,
- The application was acceptable as submitted and no further assistance was required,
- The applicant/agent was advised the application was unlikely to be acceptable and asked how he/she wished to proceed.
- Officers recommended the application for approval but this recommendation was overturned by Planning Committee.

Signed

A handwritten signature in cursive script that reads "Dave Harris".

David Harris
Head of Planning
Date of Notice

ANNEX 1

Commencement Notice

To : Medway Council, Section 106/CIL Officer, The Planning Service, Dock Road,
Chatham, ME4 4TR

Planning application number : MC/ / *[to be completed in full]*

Section 106 dated: *[to be completed in full]*

Development Site Address : *[to be completed in full]*

In accordance with the terms of the above section 106 Agreement, **I GIVE YOU NOTICE** that the following event has been reached (*please complete as appropriate*)

EITHER:

PRIOR TO COMMENCEMENT OF WORKS ON THE DEVELOPMENT ON SITE (1)

Work is expected to commence on the Development Site on *[insert date]*

(1) this notification should be sent at least 28 days prior to commencement of works on the Development Site as required under Clause 5.1.2 of the Section 106 Agreement

OR

WORKS HAVE COMMENCED ON SITE (2)

Work commenced on the Development Site on *[insert date]*

(2) this notification should be sent within 14 days after commencement of works on the Development Site as required under Clause 5.1.2 of the Section 106 Agreement

OR

A TRIGGER DATE(S) HAS OCCURRED (3)

Obligation type: *(insert each obligation)*
e.g. Education Contribution

Trigger Date: *(insert the date that each obligation was due to be paid or was due to come into effect)*
e.g. 1 March 2013

(3) this notification should be sent within 14 days after trigger date occurred as required under Clause 5.1.2 of the Section 106 Agreement

From :

Company :

Address *(required for invoicing)* :

Email address :

Please send this notification to :

By email :S106@medway.gov.uk (preferred option)

By post : Section 106/CIL Officer

The Planning Service

Medway Council

Dock Road

Chatham

ME4 4TR

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)

ME11710



[Handwritten signature in blue ink]

Authorised Signatory

SIGNED as a deed by **MICHAEL CHRISTOPHER ATTWOOD** in the presence of:

Sign here

[Handwritten signature: M. C. Attwood]

Signature of witness

[Handwritten signature]

Name (in CAPITAL LETTERS) LISA STEER

Address 72 KING STREET, MAIDSTONE, KENT,
ME14 1BL

SIGNED as a deed on behalf of **KEVIN DENNIS ATTWOOD** in exercise of the powers conferred by a Power of Attorney dated 13 February 2017 in the presence of:

Sign here

[Handwritten signature: Kevin Dennis Attwood]

Signature of witness

[Handwritten signature]

Name (in CAPITAL LETTERS) PAULA MESTRE

Address 72 KING STREET, MAIDSTONE ME14 1BL

SIGNED as a deed by **JOHN NEVILLE GORF** in the presence of:

Sign here



Signature of witness _____



Name (in CAPITAL LETTERS) _____

Peter Thomas FRICS IRRV

Address _____

4a Ashford House Beaufort Court

Rochester ME2 4FA

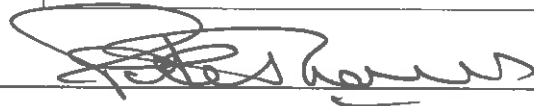
Chartered Surveyor

SIGNED as a deed by **MARGARET ANNE GORF** in the presence of:

Sign here



Signature of witness _____



Name (in CAPITAL LETTERS) _____

Peter Thomas FRICS IRRV

Address _____

4a Ashford House Beaufort Court

Rochester ME2 4FA

Chartered Surveyor