

DATE: 4th December 2020

(1) GRAVESHAM BOROUGH COUNCIL

and

(2) PORT OF LONDON AUTHORITY

and

(3) DOWNRIVER PROPERTIES LIMITED

and

(4) STOKE GABRIEL HOLDINGS LTD

Town and Country Planning Act 1990
Section 106 Agreement

Land at Clifton Slipways, West Street, Northfleet

RGS/GPL013318
26th November 2020

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THIS DEED is made the 4th day of December 2020

1 PARTIES

- 1.1 **GRAVESHAM BOROUGH COUNCIL** ("the Council") whose address is
Civic Centre, Windmill Street, Gravesend, Kent DA12 1AU
- 1.2 **PORT OF LONDON AUTHORITY** ("PLA") whose principal office address is
at London River House, Royal Pier Road, Gravesend, Kent DA12 2BG
- 1.3 **DOWNRIVER PROPERTIES LIMITED** (Company Registration No:
06334694) ("the Owner") whose registered address is at The Cow Shed,
Highland Court Farm, Bridge, Kent, United Kingdom, CT4 5HW
- 1.4 **STOKE GABRIEL HOLDINGS LTD** (Company Registration No: 09674214)
("the Mortgagee") whose registered address is at C/O Brian Cook
Associates Marine House, 151 Western Road, Haywards Heath, England,
RH16 3LH

together ("the Parties")

2 DEFINITIONS AND INTERPRETATION

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

“Council’s Costs”

means a contribution to the Council’s proper and reasonable costs in the preparation execution and registration of this Deed

“Commencement of Development”

means the carrying out of any Development by a material operation as defined in Section 56 of the Act and ‘commence development’ and ‘Development is Commenced’ shall be construed accordingly and for the purpose of determining whether or not a material operation has been carried out there shall be disregard for such operations as archaeological investigation, site clearance, demolition and removal of buildings and other structures, pegging out, ecological survey and mitigation works, ground investigation site survey works, construction of temporary means of enclosures or hoardings, provision of construction spaces, site decontamination or remediation works, interim landscaping works, diversion and laying of services, creation of site compounds, noise attenuation works and site preparation

"Commencement Date"	means the date on which the Commencement of Development occurs
"Commencement Notice"	means a notice in the form which is attached to this Deed at Annex 1
"Contributions"	means the financial contributions set out in the First Schedule
"DB Units"	means 16 units within class B1(a) of the Town and Country Planning (Use Classes) order 1987 or any other successor use class to B1(a) following any amendment or supplemental guidance or legislation issued thereafter to be constructed on the Pier
"Development"	means the erection of two buildings to provide a total of 227 no. dwellings with associated vehicle parking, cycle storage, highway works and landscaping. Building 1 comprises the erection of a 23 storey tower on the north side of West Street, Gravesend to provide 121 no. dwellings with 1 no. business Unit (B1a) comprising 90 sqm of floor space at ground level: and Building 2 from four

storeys to 12 storeys on the south side of West Street aforesaid which will provide 106 no. dwellings. The proposal includes the restoration and adaption of the existing pier structure to provide public and private amenity space to include the erection of 16 no. Business (B1a) units comprising a total of 510 sqm of floor space; and a café 9A1/13) comprising up to 60 sqm of floor space on the Site by and in accordance with the Permission

**“Disputes Resolution
Procedure”**

means the procedure referred to in clause 7.9 and set out in the Ninth Schedule hereto

“Dwelling”

means a residential unit to be constructed pursuant to the Permission

“Indexation”

means the increase of any sum in accordance with the formula set out in clause 7.11

“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 £2,000.00 being the agreed contribution to 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 6.1.5

"Occupation"

means physical occupation for the intended beneficial purpose but does not include occupation for the purposes of construction fitting- out decoration landscaping marketing sales security 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 or in the case of a grant of a lease of a DB Unit Occupation commences on the date of such grant

"Permission"	means the planning permission for the Development, reference (20191122) granted by the Council pursuant to the Planning Application
"PLA's Costs"	means the PLA's proper and reasonable costs of £1,000 (one thousand pounds) in the preparation execution and registration of this Deed
"Plan"	means the plan which is attached to this Deed at Annex 2
"Planning Act"	means the Town and Country Planning Act 1990 as amended
"Planning Application"	means the planning application for the Development and submitted to the Council and given reference number: 20191122
"Private Dwelling"	means all Dwellings which are not DMR Dwellings and Private Dwelling shall be construed accordingly
"Section 73 Consent"	means planning permission granted pursuant to an application made under

s73 of the Town and Country Planning
Act 1990

"Site"

means the land known as Clifton
Slipways, West Street Gravesend, Kent
and shown for indicative purposes only
edged red on the Plan

"Statutory Undertaker"

has the meaning given such term in the
Planning Act and for the avoidance of
doubt, shall include 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 the payment of any
Contribution by the Owner and/or the
coming into effect of any other obligation
under this Deed

"Working Day"

means any day excluding any Saturday
or Sunday or any bank or public holiday

- 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 under 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, partnerships 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

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 Owner is the freehold owner of the Site and is registered as registered proprietor with title absolute of the Site at the Land Registry under title numbers K694032, K682882, K909726, K915253, K922001
- 3.3 The Mortgagee has a legal charge over the Site dated 15 August 2018 and registered at the Land Registry
- 3.4 The Owner hereby declares that as at the date hereof no other person other than those stated in this Deed holds a legal interest in the Site
- 3.5 The Planning Application has been submitted to the Council
- 3.6 The Council resolved on the 22ND July 2020 by way of Planning Committee 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 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
- 4.2 The covenants restrictions and obligations imposed on the Owner contained in this Deed are all planning obligations for the purposes of s.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 Owner 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 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 Development under the terms of this Deed.

5 ENFORCEABILITY OF OBLIGATIONS

- 5.1 The provisions contained in the First Schedule, Second Schedule, Third Schedule Fourth Schedule, Fifth Schedule Sixth Schedule and Seventh Schedule shall not bind nor be enforceable against the following:
- 5.1.1 any Statutory Undertaker which acquires an interest in the Site for the purpose of undertaking its statutory functions;
- 5.1.2 any individual owners, occupiers or tenants, and their mortgagees or chargees of the Private Dwellings and their successors in title;
- 5.1.3 any mortgagee or chargee of the Site (unless and until they become a mortgagee or chargee in possession of the Site);
- 5.2 None of the provisions (including the Discount Market Rent provisions) in this Deed shall be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "**Receiver**") of the whole or any part of the Discount Market Rented Unit(s) or any persons or bodies deriving title through such mortgagee or chargee or Receiver Provided That:
- (a) Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Discount Market Rented Dwelling(s) and shall have used reasonable endeavours over a period of three months from the date of the written notice to

- complete a disposal of the Discount Market Rented Dwelling (s) to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principle monies, interest, costs and expenses; and
- (b) If such disposal has not been completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Discount Market Rented Dwelling(s) free from the provisions (including the Discount Market Rent provisions) in this Deed which provisions shall determine absolutely in relation to those Discount Market Rented Dwelling(s) only

6 COVENANTS

6.1 The Owner's Covenants

The Owner covenants with the Council:

6.1.1 To observe the restrictions and perform the obligations set out in the First Schedule Second Schedule Third Schedule Fourth Schedule Fifth Schedule Sixth Schedule and Seventh Schedule

6.1.2 To serve a separate Commencement Notice on the Council in relation to and in accordance with each of the following provisions:

6.1.2.1 At least 28 days before the Commencement Date to serve notice of the proposed occurrence of the same

6.1.2.2 Within 14 days of the Commencement of Development to serve notice of the actual Commencement Date

6.1.2.3 Within 14 days of the occurrence of a Trigger Date to serve notice of the date of the relevant Trigger Date and details of the relevant event

6.1.3 To retain such records and information and within 14 days of receipt of a written request by the Council to provide the Council with such records and information as the Council may reasonably request to enable the Council to satisfy itself (acting reasonably) that the Owner is complying with all of its obligations under this Deed and the conditions attached to the Permission

6.1.4 To pay the Council's Costs on completion of this Deed

6.1.5 To pay the Monitoring Officer Costs on completion of this Deed

6.2 The Council's Covenants

The Council covenants with the Owner to perform the obligations set out in the Eighth Schedule

6.3 The Owner's Covenants to the PLA

6.3.1 The Owner covenants with the PLA to perform the obligations set out in the Seventh Schedule; and

6.3.2 To pay the PLA's Costs on completion of this Deed.

7 DECLARATIONS AND AGREEMENTS

7.1 Effective Date

The covenants contained in this Deed shall take effect on the grant of the Permission and the Commencement of Development or as otherwise stated in the Schedules

7.2 Liability for Breach

No person shall be liable for a breach of a covenant contained in this Deed after that person has irrevocably parted with all their interest in the Site or in the part of the Site in respect of which such breach occurs but without prejudice to any subsisting breach of covenant prior to parting with such interest

7.3 Revocation Modification or Expiry of the Permission

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

7.4 Notices

7.4.1 Any Commencement Notice required under clause 6.1.2 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

7.4.2 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 Service Manager, Development Management quoting reference 20191122

7.5 Approvals

Where any approval consent direction action or authority is required to be given by any of the parties hereto such approval consent direction action or authority shall not be unreasonably delayed or withheld and shall only be effective if given for the purposes of this Deed

7.6 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

7.7 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

7.8 Registration as a Local Land Charge

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

7.9 Disputes Resolution

7.9.1 Any dispute between the parties under the terms of this Deed may be referred to an expert under the Disputes Resolution Procedure

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

7.10 Overdue Payment

7.10.1 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 no date is specified in the relevant clause then such payment shall fall due 21 days after the occurrence of the relevant Trigger Date (in either case the "**Due Date**")

7.10.2 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 Due Date to the date of actual payment

7.11 Indexation and VAT

7.11.1 Any sums which become payable under this Deed on a date more than twelve months after the date of this Deed by the Owner to the Council other than the Council's Costs and Monitoring Officer Costs and the PLA's Costs shall be subject to Indexation except where the Inflation Index at the Due Date is less than the Inflation Index at the Based Date then the sum in question shall not be subject to indexation

7.11.2 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:

7.11.2.1 "the Initial Sum" is the original sum specified in this Deed; and

7.11.2.2 "the Due Date" is as defined in clause 7.10.1

7.11.2.3 "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 7.10.2 will have effect in relation to the Indexed Sum

7.11.3 All sums due under this Deed are exclusive of VAT and the Owner shall pay to the Council in addition to any such sums any VAT

properly payable in respect thereof in the event such VAT is at any time chargeable on any supply made by any Party under or pursuant to this Deed

7.12 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

7.13 Variation

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

7.14 Receipt

The Council acknowledges receipt of the Council's Costs and the Monitoring Officer Costs and PLA acknowledges receipt of the PLA's Costs

7.15 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

7.16 Planning Permission

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

7.17 Section 73 Consents

7.17.1 in the event any Section 73 Consent is granted after the date of this Agreement:

- 7.17.1.1 the obligations of this Agreement shall relate to and bind such Section 73 Consent: and
- 7.17.1.2 the definitions of Planning Application, Permission and Development shall be construed to include reference to the planning application for Section 73 Consent, the Section 73 Consent itself and the development permitted by the Section 73 Consent respectively

PROVIDED THAT

- 17.2 Nothing in this clause shall fetter the discretion of the Authority in determining the planning application for the Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;
- 17.3 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent: and
- 17.3 the parties acknowledge that the Council has the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so

7.18 Jurisdiction

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England

8 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

FIRST SCHEDULE

Contributions

1. The Owner for themselves and their successors in title covenants with the Council to pay to the Council the following Contributions:
 - 1.1 the sum calculated to the formula of £250.39 (two hundred and fifty pounds thirty nine pence) per Dwelling the total of which is £56,838.00 (fifty six thousand eight hundred and thirty eight pounds) and which shall be used towards the provision of migrating bird disturbance mitigation measures within the Strategic Access Management and Monitoring Scheme ("the SAMM Contribution), such contribution to be paid prior to Commencement of the Development
 - 1.2 the sum of NINETY TWO THOUSAND SEVEN HUNDRED AND SIXTY TWO POUNDS (£92,762.00) towards either improvements/landscaping of St. Andrews Gardens, Royal Pier Road, Gravesend and/or the Riverside Leisure Area, Canal Road, Gravesend or such other site which lies within 2km of the Site. Such contribution to be paid prior to Occupation of any Dwelling
 - 1.3 the sum of TEN THOUSAND FOUR HUNDRED POUNDS (£10,400.00) towards air quality measures of which:
 - 1.3.1 TWO THOUSAND FOUR HUNDRED POUNDS (£2400) shall be payable towards the diffusion tube monitoring of 5 local sites within 1km of the Site

1.3.2 FOUR THOUSAND POUNDS (£4000) shall be payable towards the operations of the Council's roadside analysers situated within 1.5km of the Site; and

1.3.3 FOUR THOUSAND POUNDS (£4000) shall be payable towards the implementation of the measures in the Councils action plans titled "Final Action Plan – A2 Trunk Road and Northfleet Industrial Area AQMA's dated July 2004" and "Air Quality Action Plan – Urban Area AQMA's dated February 2006" or such adopted air quality action plan(s) as may supersede or amend these;

Such contribution to be paid prior to first Occupation of any Dwelling.

2 The Owner further covenants with the Council not to:

2.1 commence or permit Commencement of the Development until the Council has received in full the contributions payable under paragraphs 1.1 of this First Schedule; and

2.2 occupy or permit Occupation or use of any Dwelling until the Council has received in full the contributions payable under paragraphs 1.2 and 1.3 of this First Schedule.

THE SECOND SCHEDULE
DEFINITIONS AND CLAUSES IN RESPECT OF
THE MANAGEMENT COMPANY

"Management Company" means a limited company or companies registered by the Registration of Companies in England for the purposes of the management and maintenance of the Site

1. The Owner covenants with the Council not to Occupy or allow Occupation of any Dwelling:
 - 1.1 unless and until details of the Management Company and its structure and how it will be funded have been submitted to and approved by the Council;
 - 1.2 the Management Company has been incorporated by the Owner and registered by the Registrar of Companies in England; and
 - 1.3 a copy of the certificate of incorporation of the Management Company and of the Memorandum and Articles of Association have been provided to the Council's Assistant Director (Planning and Development) the time being of the Council

2. The Owner covenants with the Council that if at any time during the period of 15 years from the date of first Occupation the Management Company should cease or be dissolved then details of the new Management Company and its structure and how it will be funded shall be submitted to the Council for its written approval (such approval not to be unreasonably withheld or delayed) and paragraphs 1.2 and 1.3 of this Second Schedule shall be repeated but in that case and for the avoidance of doubt the restriction on Occupation of any Dwelling at paragraph 1 of this Second Schedule shall not be enforceable by the Council

3. The Owner further covenants with the Council that the Site shall be managed by a Management Company approved by the Council in perpetuity (unless otherwise agreed with the Council)

THIRD SCHEDULE

DEFINITIONS AND CLAUSES IN RESPECT OF

Management of the Site

“Management Scheme” means a scheme which has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and which includes plans drawings, information and specifications showing, but not limited to the

- a. repair, reinstatement and improvement of the Pier and
- b. opening hours of the Café
- c. opening hours during which public access (free of charge) will be granted to the Pier
- d. the long term maintenance regime for the following:
 - (i) public and private access to the Pier;
 - (ii) Sustainable Urban Drainage System (SUDS) and flood defence works;
 - (iii) the Pier
 - (iv) external lighting of the Site
 - (v) pedestrian links within the Site to the public highway
 - (vi) hard and soft landscaping
 - (vii) car parking areas
 - (viii) cleansing of all public areas (including the removal of litter and graffiti)
 - (ix) noise management plan for the operation of the Pier
 - (x) the amenity space on the Pier
 - (xi) the public open space on the pier

(xii) security of the Pier

- e. details of how the Development will be designed to prevent general access to the foreshore whilst allowing general egress to the foreshore in case of emergencies

1. The Owner covenants with the Council:

- 1.1 Not to Occupy or permit Occupation of any Dwelling, the Café or DB Units until the following have been submitted to and approved by the Council:
 - 1.1.1 the Management Scheme; and
 - 1.1.2 the costs of the Management Scheme to the Occupiers of the Dwellings including how any annual increases will be derived
- 1.2 Not to Occupy or permit Occupation or use of more than 50% of the Dwellings unless and until the repair reinstatement and the improvement of the Pier has been completed to the satisfaction of the Council (which shall not be unreasonably withheld or delayed)
- 1.3 To permanently manage and maintain in perpetuity (unless otherwise agreed with the Council) those areas of the Site set out in the Management Scheme and such management and maintenance will be in accordance with the Management Scheme

FOURTH SCHEDULE
DEFINITIONS AND CLAUSES IN RESPECT OF
CAR CLUB

"Car Club" means a car sharing club to be provided and made available to the Occupiers of the Dwellings in accordance with the Car Club Scheme approved by the Council

"Car Club Scheme" means a scheme setting out the details for the provision of the Car Club which shall include:

- (i) the number and location of the Car Club parking spaces
- (ii) membership costs; and
- (iii) details of the discounts/incentives to be provided to Occupiers of a Dwelling for membership to the Car Club together with a minimum £50 credit per Dwelling provided that such credit is only given once per Dwelling

1. The Owner covenants with the Council

1.1 not to cause or allow the first Occupation of any Dwelling until the Car Club Scheme has been submitted to and approved by the Council and the approved Car Club Scheme has been implemented

1.2 To use reasonable endeavours to ensure the approved Car Club Scheme is available for a period of 5 years from the first Occupation of the first Dwelling

- 1.3 Where, following reasonable endeavours, the approved Car Club Scheme is no longer available to Occupiers of the Development within the period set out in paragraph 1.2 above to submit to the Council in writing full details of the reasonable endeavours taken

FIFTH SCHEDULE
DEFINITIONS AND CLAUSES IN RESPECT OF
DISCOUNTED BUSINESS UNITS and CAFE

“Business Unit” means the business unit to be provided on the ground floor of the Northern Block

“Café” means a café within use class A1/A3 of the Town and Country Planning (Use Classes) Order 1987 or any other successor use class to A1/A3 following any amendment or supplemental guidance or legislation issued thereafter to be constructed on the Pier

“Discount Business Units” (“DB Units”) means 16 units within use class B1 (a) of the Town and Country Planning (Use Classes) Order 1987 or any other successor use class to B1(a) following any amendment or supplemental guidance or legislation issued thereafter to be constructed on the Pier

“DB Unit Initial Rental Period” means the period of 5 years for each DB Unit starting from the date on which the relevant DB Unit is first Occupied

“DB Units Lettings Policy” means a lettings policy which has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and which shall include details of but not limited to, the allocation and proposed use of the DB Units

“DB Units Management Plan” means a plan which shall include, but not be limited to, details of the location, size, and type of each DB Unit

“DB Units Management Scheme” means a scheme which has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and which shall set out details of the setup and future lettings and maintenance of the DB Units, and include, but not be limited to:

- (a) The DB Unit Management Plan;

- (b) Details of how the Lettings Policy will be complied with;
- (c) The eligibility for Occupying the DB Units;
- (d) Details of the allocation processes;
- (e) Calculations of the total amount of all rent and services charges and any additional costs to be paid by all Occupiers of the DB Units such rents to be at an Initial Rent
- (f) Opening hours of the DB Units
- (g) Security of the DB Units; and
- (h) Measures to implement and manage the Scheme by the Management Company

“DB Unit Marketing Strategy” means a strategy which sets out the proposed activities for marketing the DB Units to potential Occupiers and shall encompass at least the following:

- (a) details of how the DB Units will be marketed to Eligible Persons;
- (b) copies of marketing brochures produced from time to time;
- (c) a release schedule setting out the proposed timescales for the DB Units being marketed for first Occupation;
- (d) details of which agents have been appointed for marketing DB Units (which may be external agents or the Owner's in-house agents); and
- (e) confirmation that the DB Units are being advertised on a recognised internet lettings listing or portal in accordance with the release schedule

“Eligible Person” means a person who:

- (a) is a person who currently lives or has lived in the Borough of Gravesham for the last two years; and/or
- (b) currently owns a business in the Borough of Gravesham

“Eligible Person in a Neighbouring Borough” means a person who

- (a) is a person who currently lives or has lived in the Neighbouring Borough for the last two years and/or
- (b) currently owns a business in the Neighbouring Borough

“Initial Rent” means the initial rent which shall be payable during the DB Unit Initial Rental Period and shall be at least 30% less than the Open Market Rent in the first year of the DB Unit Initial Rental Period and at least 20% less than the Open Market Rent during the remaining 4 years of the DB Unit Initial Rental period

“Neighbouring Boroughs” means boroughs which physically border the Borough of Gravesham

“Northern Block” means the tower to be constructed at the southern end of the Pier pursuant to the Permission (referred to in the Development as Building 1) and shown edged green on the Plan

“Open Market Rent” means the full market value of the annual rent of a DB Unit disregarding all of the terms of this Fifth Schedule and having regard to the value of equivalent real property within one mile of the Site with equivalent amenity provision leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties have each acted knowledgeably, prudently and without compulsion, such valuation to be carried out by a qualified surveyor accredited by RICS in accordance with the 'Red Book' published by RICS at the date of the valuation;

“Pier” means the pier known as West Street Pier, Gravesend, Kent and shown shaded blue on the Plan

“RICS” means the Royal Institute of Chartered Surveyors or any successor organisation from time to time”

DB Unit Management Scheme:

1. The Owner covenants:

- 1.1 Not to cause or allow the Occupation of any Dwelling, or any DB Unit, the Business Unit or the Café until the following details have been submitted to and approved in writing by the Council
 - 1.1.1 costs of the DB Unit Management Scheme to the Occupiers of the Dwellings including how any annual increases will be derived
 - 1.1.2 the DB Unit Management Scheme
 - 1.1.3 the means by which resident participation on the board of Management Company will be achieved
 - 1.1.4 the DB Unit Marketing Strategy
 - 1.1.5 the DB Unit Lettings Policy
- 1.2 not to Occupy or permit Occupation or use of more than 50% of the Private Dwellings unless and until all the DB Units have been constructed to at least shell and core and the DB Unit Marketing Strategy, having been approved subject to 1.1.4 above, has been commenced.
- 1.3 to build and construct the DB Units in accordance with DB Units Management Plan and manage and let them in accordance with the approved DB Management Scheme and DB Unit Marketing Strategy (subject to any minor amendments agreed in writing with the Council) for the lifetime of the Development (unless otherwise agreed with the Council);
- 1.4 not to let or cause to be let the DB Units during the DB Unit Initial Rental Period other than at the Initial Rent

- 1.5 not to Occupy or cause or permit the Occupation of the DB Units except for by Eligible Persons and/or Eligible Persons in a Neighbouring Borough and in accordance with the approved DB Unit Management Scheme and the DB Management Plan (subject to any amendments agreed in writing with the Council) for the lifetime of the Development (unless otherwise agreed with the Council);
- 1.6 on each letting (including re-letting) of all DB Units , to advertise the DB Units to Eligible Persons in accordance with the approved DB Unit Marketing Strategy and to make them available to Eligible Persons for a period of six weeks from the date that the relevant DB Unit becomes available for letting;
- 1.7 if no Eligible Person has been identified within the said six week period referred to in paragraph 1.6 above then to advertise and make available the relevant DB Unit for a further period of four weeks to Eligible Persons in a Neighbouring Borough, after which the DB Unit may be let to any other person regardless of whether or not they are an Eligible Person or an Eligible Person in a Neighbouring Borough;
- 1.8 prior to the initial letting of each DB Unit to submit to the Council for its written approval the Open Market Rent and the proposed Initial Rent for the relevant DB Unit and not to Occupy or permit Occupation of the DB Unit until the Council has approved the Open Market Rent and the proposed Initial Rent for the relevant DB Unit
- 1.9 in the event that the Council does not agree the Open Market Rent and the proposed Initial Rent for the relevant DB Unit pursuant to paragraph 1.8 then the Council shall be entitled to instruct an independent expert to provide a second valuation of the Open Market Rent at the reasonable cost

of the Owner, such costs to be paid within 20 Working Days of receipt of a written request for payment and in the event the second valuation is not agreed by the Owner the valuation shall be determined by an independent expert pursuant to the Disputes Resolution procedure

- 1.10 To permanently manage and maintain in perpetuity the DB Units in accordance with the DB Unit Marketing Strategy and the DB Units Management Scheme

SIXTH SCHEDULE
DEFINITIONS AND CLAUSES IN RESPECT OF
THE DMR DWELLINGS

1. Definitions and clauses for this Schedule only

In this Schedule the following terms have the following meanings unless inconsistent with the context:

“Annual DMR Statement” means an annual statement to be provided by the Owner to the Council confirming their approach to letting the DMR Dwellings, their ongoing status and identifying how the Development is meeting the overall housing level required in the Permission and which shall also include, but not limited to the following:

- (a) percentage of voids across the Site;
- (b) percentage of lettings to a person with a Local Connection;
- (c) the Open Market Rent of all of the DMR Dwellings during the previous year;
- (d) the total amount of all rents and services charges and additional costs paid by all Occupiers of the DMR Dwellings during the previous year;
- (e) evidence to demonstrate how the DMR Management Scheme has been complied with, including how the

Residential Management Plan has been complied with in respect of the DMR Dwellings; and

- (f) evidence that the Marketing Strategy has been complied with in respect of the letting of any DMR Dwelling;

“DMR Dwellings” means 22 Discount Market Rented Dwellings to be constructed in the Southern Block and which shall be let as in perpetuity as Discount Market Rent in accordance with this Sixth Schedule

“DMR Management Scheme” means a scheme which has been submitted by the Owner and approved by the Council (such approval not to be unreasonably withheld or delayed) and which shall include, but not limited to, the following:

- (a) the Residential Management Plan;
- (c) a calculation of the total amount of all rents and service charges and additional costs to be paid by all first Occupiers of the DMR Dwellings (such rents to be at least 20% (inclusive of service charges/fees or the like where applicable) below the relevant Open Market Rent);
- (d) confirmation that the index that shall be used to calculate all future rents of the DMR Dwellings save that at no point shall any DMR Dwellings be let at rent (inclusive of service charges/fees or the like where applicable) which is more than 80% of the Open Market Rent

"Discount Market Rent" means rent (inclusive of service charges/fees or the like where applicable) which is at least 20% below the relevant Open Market Rent to DMR Eligible Persons and in accordance with this Sixth Schedule and **"DMR"** shall be construed accordingly

"DMR Plans" means the five plans which are attached to this Deed at Annexe 3 and which show the DMR Dwellings for indicative purposes only

"DMR Eligible Persons" means a person or persons who has a Local Connection and whose:

- (a) housing needs are not met on the open market;
- (b) is in need of a DMR Dwelling; and
- (c) annual Household income does not exceed the Household Income Cap

"Household" means any person or persons living together as a single household

"Household Income Cap" means a maximum annual Household income of £66,000 subject to Indexation at CPI plus 1%

"Local Connection" means a person who:

- (a) currently lives or has lived in the Borough of Gravesham continuously for the last two years or:
- (b) has lived in the Borough of Gravesham previously for at least five out of the last ten years or

- (c) has previously been a member of a household that is currently living with the Borough of Gravesham and also has parents siblings or adult children that are currently resident within the Borough of Gravesham and have been for a minimum of ten years to date;

And/or is permanently employed within the Borough of Gravesham or can demonstrate they will be taking up such employment

“Marketing Strategy” means a strategy which sets out the proposed activities for marketing the DMR Dwellings to potential Occupiers and shall encompass at least the following:

- (a) details of how the DMR Dwellings will be marketed to DMR Eligible Persons in accordance with this Sixth Schedule;
- (b) copies of marketing brochures produced from time to time;
- (c) a release schedule setting out the proposed timescales for the DMR Dwellings being marketed for first Occupation;
- (d) details of which agents have been appointed for marketing the DMR Dwellings (which may be external agents or the Owner's in-house agents); and

- (e) confirmation that the DMR Dwellings are being advertised on a recognised internet lettings listing or portal in accordance with the release schedule;

"Open Market Rent" means the full market value of the annual rent of a DMR Dwelling disregarding all of the terms of this Sixth Schedule and having regard to the value of equivalent real property within one mile of the Site with equivalent amenity provision leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties has each acted knowledgeably, prudently and without compulsion, such valuation to be carried out by a qualified surveyor accredited by RICS in accordance with the 'Red Book' published by RICS at the date of the valuation;

"Private Dwellings" means all Dwellings that are not DMR Dwellings and Private Dwelling shall be construed accordingly;

"Residential Management Plan" means a plan setting out the management principles for the DMR Dwellings and which shall include the following requirements:

- (a) the length of each lease of each DMR Dwelling shall be offered at a minimum term of six months and the DMR Dwellings shall be under unified ownership and managed as a whole by a single professional property manager which:
 - (i) provides a consistent and quality level of housing management;

- (ii) has on-site management with a prompt issue resolution system;
 - (iii) has a complaints procedure;
 - (iv) must not charge up-front fees of any kind to tenants or prospective tenants other than deposits and one month's rent paid in advance;
- (b) ensures that the professional property manager is part of an accredited ombudsman scheme;
- (c) ensures that the professional property manager is a member of the British Property Federation and/or regulated by the RICS;
- (d) ensures that the professional property manager complies with the Royal Institute of Chartered Surveyors Private Rented Sector Code (as revised from time to time);
- (e) all rent increases within the term of each lease of each DMR Dwelling shall be calculated by reference to an index to capture increases in the Open Market Rent (such index to be reasonable in all regards and agreed in writing by the Council) which shall be made clear to the tenant before the start of each tenancy;
- (f) ensures that each DMR Dwelling is self-contained and let separately;
- (g) ensures the marketing of all unoccupied DMR Dwellings in accordance with the Approved Marketing Strategy; and

- (h) ensures a consistent level of management and provision of services across all DMR Dwellings;

“**RICS**” means the Royal Institute of Chartered Surveyors or any successor organisation from time to time.

“**Southern Block**” means the southern block to be constructed pursuant to the Permission (referred to in the Development as Building 2) on that part of the Site which is located to the south of West Street and shown for identification purposes edged purple on the Plan

Part 1

Obligations in respect of the DMR Dwellings

1. The Owner covenants and agrees with the Council as follows:
 - 1.1 prior to the Commencement of above ground construction of the Southern Block to submit to the Council for its written approval:
 - 1.1.1 the Residential Management Plan (as approved, the **Approved Residential Management Plan**);
 - 1.1.2 the DMR Management Scheme (as approved, the **Approved DMR Management Scheme**);
 - 1.1.3 the Marketing Strategy (as approved, the **Approved Marketing Strategy**);

- 1.2 not to Occupy or cause or permit the Occupation of any Dwelling, the Business Unit or any DB Unit or the Café until all of the following have been submitted to and approved in writing by the Council:
 - 1.2.1 the Residential Management Plan;
 - 1.2.2 the DMR Management Scheme and
 - 1.2.2 the Marketing Strategy;
- 1.3 to provide a minimum of 22 of the Dwellings as DMR Dwellings in accordance with the Approved DMR Management Scheme and the DMR Plans (subject to any minor amendments agreed in writing with the Council) for the lifetime of the Development
- 1.4 to provide the DMR Dwellings and ensure that they are not let, Occupied or managed other than in accordance with the Approved Residential Management Plan, the Approved DMR Management Scheme, and the Approved Marketing Strategy (subject to any minor amendments agreed in writing with the Council)
- 1.5 not to Occupy or permit Occupation or use more than 50% of the Private Dwellings unless and until all of the DMR Dwellings have been constructed and made ready for residential occupation in accordance with the DMR Management Scheme and DMR Plans and to the reasonable satisfaction of the Council;
- 1.6 to notify the Council in writing within 30 days of first Occupation of each DMR Dwelling.

Part 2

Lettings of the DMR Dwellings

- 2 The Owner covenants and agrees with the Council as follows:
- 2.1 not to Occupy or cause or permit the Occupation of the DMR Dwellings except for by DMR Eligible Persons and in accordance with the Approved DMR Management Scheme and the DMR Plans (subject to any amendments agreed in writing with the Council) for the lifetime of the Development
 - 2.2 prior to the letting (including re-letting) of each DMR Dwelling, to submit to the Council for its written approval the Open Market Rent and the proposed rent for the relevant DMR Dwelling, such rent to be at least 20% (inclusive of service charges where applicable) below the Open Market Rent and not to Occupy or permit Occupation of such DMR Dwelling until the Council has approved the Open Market Rent and the proposed rent for the relevant DMR Dwelling;
 - 2.3 in the event that the Council does not agree the Open Market Rent and the proposed rent for the relevant DMR Dwelling then the Council shall be entitled to instruct a second valuation of the Open Market Rent by an independent expert at the cost of the Owner, such reasonable costs to be paid within 20 Working Days of receipt of a written request for payment and in the event the second valuation is not agreed by the Owner the valuation shall be determined by an independent expert pursuant to the Disputes Resolution procedure

- 2.4 on each letting (including re-letting) of all DMR Dwellings, to advertise the DMR Dwellings to DMR Eligible Persons in accordance with the Approved Marketing Strategy and to make them available to DMR Eligible Persons
- 2.5 provide to the Council on the annual anniversary of the first Occupation of the first DMR Dwelling a copy of the Annual DMR Statement;

SEVENTH SCHEDULE
DEFINITIONS AND CLAUSES IN RESPECT OF
OF THE PLA

“Mitigation Measures”

The mitigation measures considered by the PLA to be appropriate to mitigate any potential loss or interference with Navigation Communications whether on a temporary or permanent basis including but not limited to:

- (a) a temporary backup telecommunications capability which is able to ensure continuation of Navigational Communications while the Development is carried out;
- (b) the extent to which any part of the hardware, equipment or support structure at the Port Control Centre or at its operational radar site at Northfleet Kent or at both provided or supporting the Navigation Communications may need to be relocated to an equally convenient location as a

- result of the Development or its construction, whether temporarily or permanently;
- (c) whether any new Navigation Links will need to be created involving a third location the costs of finding such location the acquisition of rights to use the location and all necessary consents such as planning and the provision of a support structure and equipment and setting up a sufficient Navigation Links Path at such third location

“Navigational Communications” The transmissions to and from the PLA in connection with monitoring of the river and communication with users of the tidal River Thames

“Navigation Links Path” The navigation communications path (airway) used by the PLA for Navigational Communications between the PLA’s Port Control Centre and the PLA’s Radar site at Northfleet Kent

“Navigation Links Report” A written assessment by the Owner of any potential loss of or interference with

the operation of the Navigation Links Path as a result of the Development to include but not limited to:

- (a) Assessing the extent to which the Development is located within the Navigation Links Path and the possible impacts of this on Navigational Communications;
- (b) Details of the height of any cranes that will be present on the Site their radial swing diameter taking account of the loads they are expected to be carrying during the Construction of the Development and the extent to which any one or more of the cranes (with or without its load) will be located within or will when in use be within the Navigation Links Path and the possible impacts of this on the Navigational Communications; and
- (c) what Mitigation Measures are proposed by the Owner, the costs of such Mitigation Measures (to be borne by the Owner), details of the suitably qualified professionals who will carry out the Mitigation Measures, and the timings for the carrying out of the Mitigation

Measures prior to the potential loss
or significant interference arising

“Northern Block” means the northern block to be constructed pursuant to the Permission (referred to in the Development as Building 1) on that part of the Site which is located to the north of West Street and shown for identification purposes edged green on the Plan

1. The Owner shall not Commence Development of the Northern Block until it has submitted the Navigation Links Report to the PLA and a copy to the Council and the PLA has given its written approval to the same
2. If the PLA does not approve the Navigation Links Report or any part of it (and in particular one or more of the Mitigation Measures proposed) it shall set out in writing to the Owner and the Council what concerns it has with the Navigation Links Report and why it has not agreed it.
3. The Owner shall then revise the Navigation Links Report (as appropriate) and resubmit it and this shall continue in this manner until it is agreed
4. Once the Navigation Links Report has been agreed the Owner shall wholly at its own cost comply with the Navigation Links Report and any Mitigation Measures approved by or requested by the PLA
5. Within one week of the Commencement of the Development of the Northern Block the Owner shall give to the PLA written confirmation of such Commencement of the Development

6. The PLA shall monitor the Navigational Communications using the Navigation Links Path during the construction of the Northern Block and notify the Owner in writing within ten working days of it finding a loss of or interference with the Navigation Communications which in the PLA's reasonable opinion is caused by disturbance to the performance of the Navigation Links Path due to the construction of the Northern Block or the Northern Block itself and such notification shall contain full details of the Mitigation Measures the PLA requires the Owner to take wholly at the Owner's cost and the time scales in which the Mitigation Measures are required to be carried out by the Owner
7. If the Mitigation Measures are not carried out by the Owner in accordance with the Navigation Links Report and/or within the timescales set out in the notification referred to in paragraph 6 above or such longer period as the PLA and the Owner shall agree in writing then the PLA may carry out the Mitigation Measures itself and the costs it incurs in so doing including any Value Added Tax will be payable by the Owner on demand on an indemnity basis

EIGHTH SCHEDULE
THE COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:-

- 1 To issue the Planning Permission within seven days of completion of this Agreement
- 2 To place all sums paid to the Council in interest bearing accounts until spent in accordance with this Agreement.
- 3 To expend all sums paid to the Council in accordance with this Agreement in the manner and solely for the purpose for which the sums were made as soon as possible following receipt of the sums and to provide to the Owner on the anniversary of any payment of a contribution or instalment details (if required by the Owner) of how such sums have been spent.
- 4 In the event that any sums (excluding the SAMM Contribution) made to the Council pursuant to this Agreement has not been spent within a period of 10 years from receipt of the relevant contribution or the final instalment of the relevant contribution was paid the Council will repay the unexpended balance to the original party which made the contribution together with interest accrued
- 5 The Council will release the SAMM Contribution to the identified co-ordinator of the Strategic Access Management and Monitoring Scheme for the relevant area and that before it does so the Council will obtain written confirmation from the identified co-ordinator that the monies will only be

used in connection with the Strategic Access Management and Monitoring Scheme

NINTH SCHEDULE

DISPUTE RESOLUTION PROCEDURE

1. General

All differences and questions that arise between the parties arising out of or connected with this Deed shall 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

5. Costs

Each Party shall bear their own costs except in so far as directed by the Expert

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

THE COMON SEAL of GRAVESHAM
BOROUGH COUNCIL was hereunto
Affixed (but this Deed is not delivered
until the date hereof) in the presence
of: *authority of.*



Authorised Signatory

EXECUTED as a DEED by affixing
THE COMMON SEAL of the
PORT OF LONDON AUTHORITY
in my presence



Secretary to the Authority (*DEPUTY*)

SIGNED as a DEED by
DOWNRIVER PROPERTIES
LIMITED
in the
presence of:

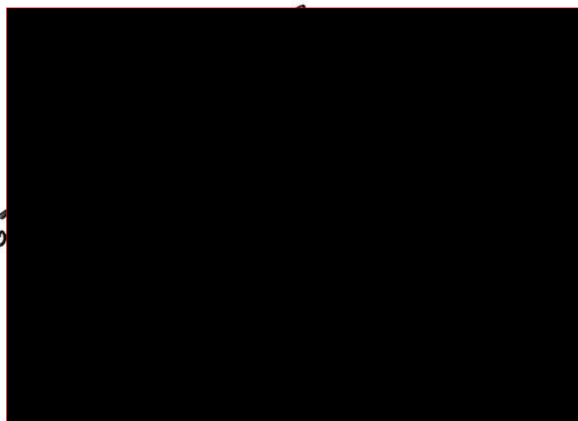
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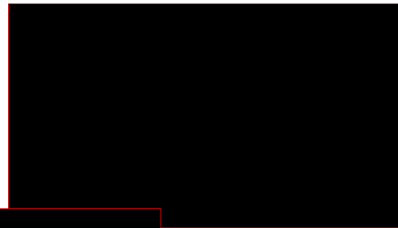
Witness signature:

Witness Name:

Witness address:



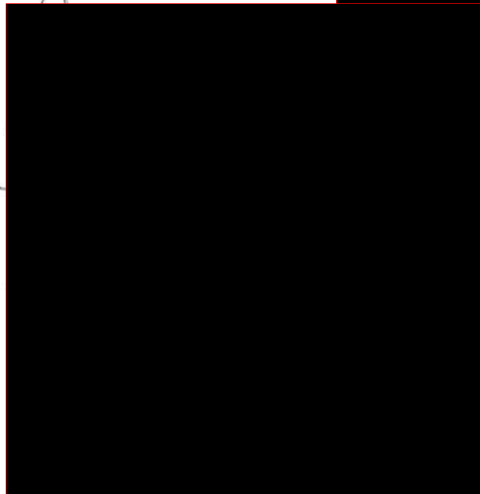
SIGNED as a **DEED** by)
STOKE GABRIEL HOLDINGS LTD)
in the)
presence of:)



Witness signature:

Witness Name:

Witness address:



ANNEX 1

Commencement Notice

To: Gravesham Borough Council, Planning Department (Development Management), Civic Centre, Windmill Street, Gravesend Kent DA12 1AU

(sent via email)

Planning application number: 20191122

Section 106 dated: 20

Development Site Address:

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):

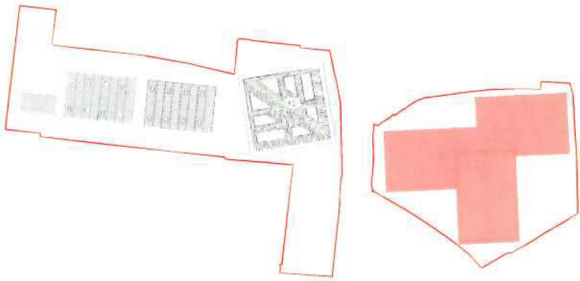
Email address:

Please send this notification to:

By email: planning.admin@gravesham.gov.uk

ANNEXE 2

PLAN



KEY PLAN
NORTH
1:1000 SCALE

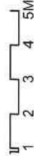
INDICATIVE LOCATION OF DISCOUNT
MARKET RENT PROPERTIES



LEVELS 10-12

LEVEL 10: FFL +38.38m AOD
LEVEL 11: FFL +41.38m AOD
LEVEL 12: FFL +44.38m AOD

BLOCK: Stuart Road Block
LEVEL: Level 10 - 12



FTON SLIPWAYS, GRAVESEND

A PLANS - Stuart Road Block

This is the indicative location of discount market rent properties. It is not intended to be used for any other purpose. All rights reserved.

48 from this drawing

Project: FTON Slipways
Gravesend, Kent

Client: Quinor Estates

Site: Stuart Road GA Plans - Level 10 - 12

Scale: 1:PLANNING

Scale: 1:1100 Date: June 2019 Drawn: LC



NORTH

Indicative location of discount market rent properties. It is not intended to be used for any other purpose. All rights reserved.

48 from this drawing

guy holloway

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Kent | The Leazes Road | Folkestone | Kent | CT19 3BP

Tel: +44 (0)1393 382121 | Fax: +44 (0)1393 382122 | Email: info@guyholloway.co.uk | Website: www.guyholloway.co.uk

Project Number: 18.137.300.08

Drawn: LC

Check: MR

Ben Hurren

P3

Annexe 3
DMR PLANS

Drawings No:

- 1. 18.137.300.04 Revision P3**
- 2. 18.137.300.05 Revision P4**
- 3. 18.137.300.06 Revision P3**
- 4. 18.137.300.07 Revision P3**
- 5. 18.137.300.08 Revision P3**