

DATED 21st OF FEBRUARY 2012

(1) EAST SUSSEX COUNTY COUNCIL

and

(2) BRITISH GYPSUM LIMITED

AGREEMENT

under Section 106 of the
Town and Country Planning Act 1990
relating to land known as the former RMC Site Robertsbridge Works, British Gypsum
Limited, Mountfield, Robertsbridge East Sussex

I hereby certify that this is a true copy of the original



Dated 27/01/2012

P J Baker
Assistant Director, Legal & Democratic Services
Governance & Community Services Department
East Sussex County Council
County Hall, St Anne's Crescent
Lewes, East Sussex BN7 1SW

Ref.

EAST SUSSEX COUNTY COUNCIL
County Hall
St. Anne's Crescent
Lewes
East Sussex BN7 1SW

Ref: PH/298(106)/MJ/(RR/678/CM)

THIS DEED OF AGREEMENT is made the 21st day of FEBRUARY 2012

BETWEEN:

- (1) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne's Crescent Lewes East Sussex BN7 1SW ("the County Council")
- (2) **BRITISH GYPSUM LIMITED** whose registered office is situated at Saint Gobain House, Binley Business Park Coventry CV3 2TT (Company Registration No. 00209091) ("the Owner")

RECITALS

WHEREAS :

- (1) Words and phrases in this Deed are defined in Clause 1.1
- (2) The Owner is the **freehold** owner of the land known as the former RMC Site (as part of the wider Robertsbridge Site) situated 4 km to the north of Battle and to the west of the A2100 and for the purposes of identification only edged red on the Plan forming part of the land set out in the conveyance dated the 1st June 1964 made between Gyproc Limited and British Gypsum limited attached to this Deed
- (3) For the area within which the Property is situated the County Council is for the purposes of Section 106 of the Town and Country Planning Act 1990 as amended ("the 1990 Act") Section 111 of the Local Government Act 1972 ("the 1972 Act") a local planning authority and a local authority respectively
- (4) By the Application dated 28 October 2011 (as hereinafter defined) the Owner has applied for planning permission to develop the Land by carrying out the Development (as hereinafter defined)
- (5) On 18th January 2012 the County Council resolved to approve the Application and grant the Planning Permission (as hereinafter described) subject to the completion of this Deed

- (6) The County Council are of the opinion that in the absence of the planning obligations contained within this Deed the proposal for the Development would be contrary to Policy WLP35 (b) (d) ('General Amenity Considerations') and Policy WLP36 (b) (c) (d) ('Transport Considerations') of the East Sussex and Brighton & Hove Waste Local Plan 2006 Policy 31 (a) (b) (General Amenity) and (d) (Traffic) of the East Sussex and Brighton & Hove Minerals Local Plan 1999 and Policy GD1 (ii) (iii) of the Rother District Local Plan 2006
- (7) The parties hereto have agreed to enter into this Agreement pursuant to Section 106 of the 1990 Act Section 111 of the 1972 Act and Section 2 of the Local Government Act 2000 and all other enabling powers for the purposes specified in Clause 2.1 in order to secure the planning obligations contained in this Deed

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 In this Deed unless the context otherwise requires:

- “Application”** means the application for full planning permission submitted to the County Council dated 28 October 2011 and allocated reference number RR/678/CM for the Development
- “the Assistant Director, Legal and Democratic Services”** means the Assistant Director, Legal and Democratic Services for the time being of the County Council and shall include his duly authorised agents and representatives and any successor of his
- “Commencement of Development”** shall refer to the commencement of the Development and shall have the same meaning as ascribed to a "material operation" by Section 56(4) of the 1990 Act (PROVIDED THAT for the purposes of determining whether or not a material operation has been carried out there shall be disregarded such operations as site

clearance archaeological investigations
demolition work investigations for the purpose of
assessing ground conditions remedial work in
respect of any contamination or other adverse
ground conditions diversion and laying of
services erection of any temporary means of
enclosure and the temporary display of site
notices or advertisements) and "Commence"
"Commenced" and "Commencement" shall be
construed accordingly

"the Conveyance papers"

means the papers attached to this deed hereto

"the Development"

means the development of the Land proposed
by the Application for the storage of
desulphurised gypsum ('DSG') for a period of
10 years and subsequent restoration works
('Restoration') to include the importation of
soils, contouring and subsequent
planting/seeding

"the Director"

means the Director of Economy Transport and
Environment for the time being of the County
Council and shall include his duly authorised
agents and representatives and any successor
of his

"Land"

Known as the former RMC site (part of the wider
Robertsbridge Works Site) located 4 km north of
Battle and to the west of the A2100 forming part
of the land set out in the conveyance dated the
1st June 1964 made between Gyproc Limited (1)
and British Gypsum Limited (2) attached to this
Deed

“Plan”

Means the location plan annexed to this Deed

“Planning Permission”

means the planning permission granted pursuant to the Application in the draft form attached as Appendix A to this deed

- 1.2 Unless the context requires otherwise references in this Agreement to a clause schedule or paragraph are references respectively to a clause schedule or paragraph of this Agreement
- 1.3 Where any party to this Agreement comprises two or more persons any obligations on the part of that party contained or implied in this Agreement shall be deemed to be joint and several obligations on the part of those persons and references to that party shall include references to each or any of those persons
- 1.4 A reference to any statute or statutory section shall be taken to include a reference to any statutory amendment modification or re-enactment of it for the time being in force
- 1.5 The headings to this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever
- 1.6 References to any party to this Agreement 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 County Council the successors to its statutory functions

2 PRELIMINARY

2.1 Legal Powers

THIS Agreement is made pursuant to Section 106 of the 1990 Act Section 111 of the 1972 Act Section 2 of the Local Government Act 2000 and all other enabling powers for the purposes of requiring an agreement to be made between the parties hereto to ensure that prior to commencement of Restoration a Traffic Management Plan to detail the route that HGV and other vehicles use for the importation of soils and similar such materials be submitted by the Owner to the County Council for approval and that imports to the site are subsequently delivered in accordance with such an approved

plan in the interests of protecting amenity and ensuring that levels of traffic generation in the locality of the Land remain at safe and acceptable levels

2.2 **Enforceability**

2.2.1 The various covenants restrictions requirements stipulations and other obligations on the part of the Owner contained in this Agreement are entered into under the provisions and powers referred to in sub-clause 2.1 and are planning obligations for the purposes of Section 106 of the 1990 Act whether expressed to be planning obligations or not and are enforceable by the County Council against the Owner and any person deriving title from the Owner

2.2.2 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not effect the validity or enforceability of the remaining provisions of this Agreement

2.3 **Expiry**

If the Planning Permission shall expire or shall have been revoked or quashed before the Development has been Commenced this Agreement shall forthwith determine and cease to have effect

2.4 **Conditions Precedent**

This Agreement shall come into effect upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 2.1 to 2.6, 2.13 to 2.16 and 3.1 which shall come into effect immediately upon completion of this Agreement.

2.5 **Registration**

This Agreement is a local land charge and shall be registered as such

2.6 **Fettering of discretion**

Nothing in this Agreement shall fetter or restrict the discretion of the County Council in the exercise of its powers under any statutory enactment or other enabling power for the time being in force

2.7 Service of Notices

2.7.1 Any notice or other written communication to be served by one party upon another pursuant to this Agreement shall be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:

2.7.1.1 by first class post deemed served three working days after posting

2.7.1.2 through a document exchange deemed served on the first working day after the day on which it would normally be available for collection by the addressee

2.7.1.3 by facsimile at the time of successful transmission.

2.7.2 Any notice or other written communication as referred to in Clause 2.7.1 above shall be delivered to the party at its address herein specified (and in the case of the County Council shall be marked for the attention of the Assistant Director of Legal and Democratic Services) or such other address as may from time to time be notified for the purpose by notice in writing.

2.8 Requirements to be Reasonable

Subject to Clause 2.6:-

2.8.1 where any agreement certificate consent permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the same shall not be unreasonably withheld or delayed and

2.8.2 where any requirements or decisions are to be made by the County Council under the terms of this Agreement they shall be made or imposed upon reasonable grounds and

2.8.3 where any payment is required to be made by the Owner under the terms of this Agreement (other than that required under Clause 3.1) the Owner shall be entitled to require the County Council to first produce to him a statement of account in that respect

2.9 **Covenants**

The Owner hereby covenants with the County Council as specified in Schedule 1 hereto and the County Council hereby covenants with the Owner as specified in Schedule 2 hereto.

2.10 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this Agreement confers or purports to confer on any third party any benefit or rights to enforce any terms of this Deed

2.12 **Dispute Resolution**

2.12.1 In this Deed where any matter or question falls to be agreed between the parties or a test of reasonableness falls to be applied or determined in respect of any matter or a dispute shall arise in respect of any matter then failing the resolution of any such dispute disagreement or difference within twenty working days of the same arising it may be referred for determination in accordance with the provisions of sub-clause 2.12.2 on the reference of any of the parties hereto

2.12.2 Any such dispute disagreement question or difference shall be referred to the decision of a single expert qualified to deal with the subject matter of the dispute disagreement or difference who shall either be jointly nominated by the parties or failing agreement on such nomination within a period of ten working days the expert (who must also be prepared to abide by the terms of reference in sub-clause 2.12.4 shall be nominated by the President for the time being of the Royal Institution of Chartered Surveyors (or in his absence the Vice President or anyone appointed by the President) and any question of value shall be decided by a Chartered Surveyor of at least 10 years experience

2.12.3 The expert's determination (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties

2.12.4 The terms of reference of any expert appointed to determine a dispute shall include the following:

2.12.4.1 he shall act as an expert and not an arbitrator

2.12.4.2 he shall call for and consider any written representations made by or on behalf of the parties which are received by him within twenty working days of his calling for such representations and at the expiry of this period shall give the parties a further period of fifteen working days to make counter-representations

2.12.4.3 he shall provide the parties with a written decision (including his reasons) within twenty working days from the last date for receipt of counter-representations under sub-paragraph 2.12.4.2 of this sub-clause

2.12.4.4 he shall be entitled to call for such independent expert advice as he shall think fit

2.12.4.5 he shall be entitled to determine which of the parties shall pay his costs and the costs of any independent expert advice called for by the expert or the proportion each shall pay

2.13 **Warranty as to Title**

The Owner confirms and warrants to the County Council that it has not leased mortgaged charged or otherwise created any interest in the Land at the date of this Deed and that Recital (2) of this Deed is correct and accurate in every respect.

2.14 **Waiver**

No waiver (whether express or implied) by the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the relevant covenants terms or conditions or for acting upon any subsequent breach or default.

2.15 **Jurisdiction**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

2.16 **Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

3 **FINANCIAL PROVISIONS**

3.1 **Costs**

The reasonable and proper legal and administrative costs of the County Council in the sum of £ 500.00 (Five Hundred Pounds) in respect of the negotiation and preparation of this Deed shall be paid by the Owner upon the execution hereof

4 **RELEASE**

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Land except in respect of any breach subsisting prior to parting with such interest

5 **FUTURE PERMISSIONS**

Nothing in this Agreement shall prohibit or limit the right to develop any part of the land in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of planning permission

6 **GOVERNING LAW**

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 and Wales

Schedule 1

The Owner's Covenants to the County Council

The Owner hereby covenants with the County Council to observe and perform the following:-

- (1) To submit to the County Council for approval at least three months before commencing Restoration a written traffic management plan ('Route Agreement') to record the only route(s) to be taken by HGV and other vehicles delivering imported

soils and similar such materials to the Land together with details of estimated vehicle movements and proposed management measures

- (2) To commence Restoration only when the Route Agreement has been submitted to the County Council and approved by it in accordance with Schedule 2 hereto
- (3) Not to commence Restoration unless and until the Route Agreement has been approved by the County Council in accordance with Schedule 2 hereto
- (4) Upon the Route Agreement being approved in accordance with Schedule 2 the Owner further covenants to act in accordance with it and to take all reasonable steps to ensure that others do so and the Owner expressly acknowledges that the Route Agreement is a planning obligation for the purposes of section 106 of the Act
- (5) To promptly submit to the County Council any documentary information in connection with vehicle routes journey times vehicle movements or similar such matters as may be reasonably requested by them from time to time
- (6) It is acknowledged that the County Council may seek to monitor vehicle movements and similar such activities in order to secure compliance with the terms of this Deed

Schedule 2

The County Council's Covenants with the Owner

The County Council hereby covenants with the Owner to observe and perform the following:-

- (1) To consider the Route Agreement within 28 days of submission to the County Council (such being marked for the attention of the Director)
- (2) To approve the Route Agreement if it is to the reasonable satisfaction of the Director or else to suggest such steps as may be required to lead to such an approval should the Route Agreement in the opinion of the Director need to be resubmitted
- (3) To consider and approve any resubmission under clause 2 above in exactly the same way as the original submission of the Route Agreement under clauses 1 and 2 above
- (4) To issue the Planning Permission within 14 days of the date of this Agreement

DRAFT PLANNING PERMISSION

Economy, Transport and Environment

Rupert Clubb
BEng(Hons) CEng MICE
Director

County Hall
St Anne's Crescent
Lewes
East Sussex
BN7 1UE

Tel: 0345 60 80 190
Fax: 01273 479536
www.eastsussex.gov.uk

DRAFT

Mr Tim Hickling MRTPI MCMl
Head of Planning
Rother District Council
Town Hall
BEXHILL
TN39 3JX Fao P Cornfield

Date:

please contact
Amanda Parks
Lewes (01273) 481846
Direct Fax (01273) 479040

our ref
RR/678/CM
AR/AP

your ref
RR/2011/2373/C

Dear Mr Hickling

TOWN AND COUNTRY PLANNING ACT 1990

RR/678/CM - PROVISION OF A STRATEGIC DESULPHOGYPSUM (DSG) STORAGE AREA AND ASSOCIATED DEVELOPMENT FOR A PERIOD OF 10 YEARS, WITH SUBSEQUENT RESTORATION TO LOCALLY OCCURRING HABITATS AND LANDSCAPE FEATURES, THROUGH THE IMPORTATION OF SOILS, AT THE FORMER READY MIXED CONCRETE SITE. BRITISH GYPSUM LIMITED, ROBERTSBRIDGE WORKS, MOUNTFIELD, ROBERTSBRIDGE, TN32 5LA. (WITHIN LAND EDGED RED ON APPLICANTS PLAN NO. 03099714-DSG.001)

At their meeting on 18 January 2012 the Planning Committee of the Regulatory Committee on behalf of the County Council resolved, to authorise the Director of Economy, Transport & Environment to authorise the carrying out of the above development subject to a legal agreement. Under the powers delegated to me I now Authorise the approval of the above development. Planning Permission is now granted. A copy of the Decision Notice is attached hereto.

Therefore, in accordance with the above Act would you please accept this letter in conjunction with the plans shown as formal notification of the development for the purpose of your Register of Planning Applications and Decisions.

Approved Plan(s) numbered:

03099714-DSG.001 - Location Plan, 03099714-DSG.002 - Application and Land Ownership Boundary, 03099714.DSG.003 - Detailed Site Plan, 4858/005 - Elevation and Details, 4858/006 - Typical DSG Storage General Arrangement, 4858/003 - Site Drainage Option 3 Open Ditch West Side, Supporting Statement, Revised information in respect of the DSG stockpile cover (colour)



Yours sincerely

Tony Cook
Head of Planning

Copies to: Planning Liaison Officer - Environment Agency – for Information
Mr Barnes- Gott, URS Scott Wilson Ltd - Agent
Mr P Cornfield – Rother District Council for Statutory Planning Register

DRAFT

EAST SUSSEX COUNTY COUNCIL

TOWN AND COUNTRY PLANNING ACT, 1990

**TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE) (ENGLAND) ORDER 2010**

To :- Mr Barnes-Gott
URS Scott Wilson Ltd
6-8 Greencoat Place
LONDON
SW1P 1PL

County Ref. No. RR/678/CM
District Ref. No.:-RR/2011/2373/C

In pursuance of the powers delegated to me by the Planning Committee on 18 January 2012 under the above mentioned Act, Order and Regulations, I hereby GRANT PLANNING PERMISSION for provision of a strategic Desulphogypsum (DSG) storage area and associated development for a period of 10 years, with subsequent restoration to locally occurring habitats and landscape features, through the importation of soils, at the former Ready Mixed Concrete site. British Gypsum Limited, Robertsbridge Works, Mountfield, Robertsbridge, TN32 5LA (Within land edged red on applicants plan no. 03099714-DSG.001) in accordance with your application validated by the East Sussex County Council on 10 November 2011 and the plans and particulars submitted in connection therewith and subject also to due compliance with the condition(s) specified hereunder:-

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

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

2. The development hereby permitted shall be carried out in accordance with the plans listed in the Schedule of Approved Plans.

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

3. Prior to the importation of any soils, or within 9 years of the date of this permission, whichever is the sooner, a fully comprehensive restoration scheme for the site shall be submitted to and approved in writing by the Director of Economy, Transport and Environment. The scheme shall demonstrate how the potential for habitat creation and improvement will be maximised, having regard to the landscape and ecological conditions both outside and within the site, and shall show how, notwithstanding the details submitted with this application, the volume of inert materials used to achieve the improvements will be minimised, and shall include:

- details of the type and volume of the inert materials to be imported;
- details of construction methods, including dust control;
- scale drawings showing the existing and proposed contours;
- scale drawings showing the location of planting/seeding areas;
- schedules of plants and grasses and written specifications including cultivation and other operations associated with plant and grass establishment; and
- a timescale for implementation and maintenance.

The works shall be carried out in accordance with the approved scheme.

Reason: To ensure a sensitive and appropriate restoration of the site, to minimise disturbance to the established land uses in the vicinity of the Robertsbridge Works in accordance with Policy 31 (a) (f) of the East Sussex and Brighton & Hove Minerals Local Plan 1999, Policy WLP35 (b) (c) of the East Sussex and Brighton & Hove Waste Local Plan 2006 and Policy GD1 (ii) of the Rother District Local Plan 2006, and to conserve and enhance the High Weald Area of Outstanding Natural Beauty in accordance with Policy C3 of the South East Plan 2009, Policy 31 (c) of the East Sussex and Brighton & Hove Minerals Local Plan 1999 and Policies DS1 (vi) and GD1 (v) of the Rother District Local Plan 2006.

4. Prior to the importation of any soils, marker posts and profile boards relating to ordnance datum shall be placed around the site at 25 metres intervals to indicate the extent of the tipping operations and the finished contours identified in the restoration scheme pursuant to Condition 3. The posts shall be retained in place for the full duration of the tipping phase and grading operations and shall be replaced within seven days if they are removed or damaged at any time. The marker posts and profile boards shall not be removed until the finished levels have been approved in writing by the Director of Economy, Transport and Environment

Reason: To ensure a sensitive and appropriate restoration of the site in accordance with Policy C3 of the South East Plan 2009, Policy 31 (c) of the East Sussex and Brighton & Hove Minerals Local Plan 1999 and Policies DS1 (vi) and GD1 (v) of the Rother District Local Plan 2006.

5. Within 10 years of the date of this permission, the use of the site for the storage of desulphogypsum (DSG) shall cease and the implementation of the restoration scheme pursuant to Condition 3 shall commence.

Reason: The storage of DSG is for a temporary period only and the restoration of the site is required to ensure the conservation and enhancement the High Weald Area of Outstanding Natural Beauty in accordance with Policy C3 of the South East Plan 2009, Policy 31 (c) of the East Sussex and Brighton & Hove Minerals Local Plan 1999 and Policies DS1 (vi) and GD1 (v) of the Rother District Local Plan 2006.

Schedule Of Approved Plans

03099714-DSG.001 - Location Plan, 03099714-DSG.002 - Application and Land Ownership Boundary, 03099714.DSG.003 - Detailed Site Plan, 4858/005 - Elevation and Details, 4858/006 - Typical DSG Storage General Arrangement, 4858/003 - Site Drainage Option 3 Open Ditch West Side, Supporting Statement, Revised information in respect of the DSG stockpile cover (colour)

The policies relevant to this decision are:

South East Plan 2009: Policies C3 (Development within the AONB) and M4 (Other Minerals).

On the 27 May 2010 the Secretary of State for Communities and Local Government highlighted the Government's commitment to the intention to rapidly abolish Regional Strategies and return decision making powers on housing and planning to local Councils. On the 6 July 2010 the Secretary of State revoked, with immediate effect, Regional Strategies. However, a High Court decision on the 10 November 2010 found that Regional Strategies could not be revoked in their entirety. The effect of this decision is to re-establish Regional Strategies as part of the development plan and due weight will therefore be given to the South East Plan policies. However, the Government has indicated that it will enact its commitment to abolish Regional Strategies as part of the Localism Act which received Royal Assent on 15 November 2011. An order is now required to revoke the Regional Strategy. The Government's intention to revoke Regional Strategies is therefore a material consideration in the decision making process.

East Sussex and Brighton & Hove Minerals Local Plan 1999: Policies 12 (Mountfield Roadstone Plant), 26 and 27 (Future Development at the Robertsbridge Works and the Brightling Mine), 31 (General Amenity, Traffic and Drainage), 34 (Restoration) and 35 (After-Use).

East Sussex and Brighton & Hove Waste Local Plan 2006: Policies WLP 1 (The Plan's Strategy), WLP2 (Transport Strategy), WLP3 (AONB), WLP4 (Road to Rail Transfer), WLP24 (Landraising/Improvement with Inert Waste), WLP35 (General Amenity), WLP36 (Transport Considerations), WLP38 (Surface and Groundwater) and WLP39 (Design Considerations).

Rother District Local Plan 2006: Policies DS1 (Development Principles), DS4 (Development Outside of Development Boundaries) and GD1 (General Development Considerations).

Reasons for Approval

The proposal will utilise a derelict and currently redundant area of the Robertsbridge Works site for the strategic storage of Desulphogypsum (DSG) for a period of up to ten years. The storage of approximately 50,000 tonnes of DSG will prevent the material being disposed of to landfill and will contribute towards safeguarding reserves of gypsum within the Waste Local Plan area. The various design features and management measures will ensure that the development has no unacceptable adverse impact on the various landscape and ecological designations in the locality or on the amenities of residential properties in the vicinity of the site.

Following the cessation of the storage period, the proposal will result in the final restoration of the application site to a nature conservation land use, to the benefit of the local landscape and its habitats. Whilst it is acknowledged that the growing medium will need to be improved for any new planting to be successful, details including the volume of soils required, the final contours and the final landscaping scheme will be secured by condition, prior to commencement of this phase of the proposal. On balance, the benefits of the proposal are considered to outweigh the temporary adverse impacts on amenity created by the additional HGV movements. However, in view of the nature of the established activities at the Works, including the historic volume of HGV movements, it is not considered that the impacts on amenity will be unacceptable. Moreover, the submission of the Construction Traffic Management Plan pursuant to the Section 106 Legal Agreement will ensure that the

impacts of the additional movements on both amenity and the highway network can be controlled, particularly as it would relate to circumstances which are existing ten years from now.

Subject to the completion of the Section 106 Legal Agreement and to the imposition of the recommended conditions, the proposal complies with Policies C3 and M4 of the South East Plan 2009, Policies 12, 26 (a) (c) (d) (e), 27, 31 (a) (c) (d) (e) (f), 34 and 35 of the East Sussex and Brighton & Hove Minerals Local Plan 1999, Policies WLP1 (a) (b) (f), WLP2 (a) (b) (c), WLP3 (a) (b) (c), WLP4, WLP24 (a) (b) (d) (e), WLP35 (a) (b) (c) (e), WLP36 (a) (b) (c) (d) (e) (f), WLP38 (a) and WLP39 (a) (b) (c) of the East Sussex and Brighton & Hove Waste Local Plan 2006 and Policies DS1 (i) (vi) (vii) (ix) (x), DS4 and GD1 (ii) (iii) (iv) (v) (vi) (vii) (x) of the Rother District Local Plan 2006.

Signed
Date
Tony Cook
Head of Planning

All enquiries should be addressed to:

Director of Economy, Transport & Environment,
Economy, Transport & Environment Department,
County Hall, St Anne's Crescent,
Lewes, East Sussex, BN7 1UE.

IMPORTANT - Please read notes attached.

Copies to: Planning Liaison Officer - Environment Agency - for information
P Cornfield – Rother District Council for Statutory Planning Register

dncmgrac.doc

**NOTIFICATION AS REQUIRED BY THE TOWN AND COUNTRY
PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE)
(ENGLAND) ORDER 2010**

Appeals to the Secretary of State

- o If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- o If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN or online at www.planningportal.gov.uk/pcs.
- o The Secretary of State can allow a longer period for giving notice of an appeal, but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- o The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- o In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by the Secretary of State.

Purchase Notices

- o If either the local planning authority or the Secretary of State refuses planning permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonably beneficial use in its existing state nor can the owner render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- o In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

NOTES

- (1) This permission does not purport to convey any approval or consent which may be required under the Town and Country Planning Act, 1990, otherwise than under Section 70-76 or which may be required under any other Acts, including any Byelaws, Orders or Regulations made under such other Acts: e.g. Building Regulations approval may be required from the relevant District/Borough Council for the construction of a building granted planning permission by East Sussex County Council.
- (2) Developers are reminded that the grant of this permission does not permit the obstruction of a right of way and that, if it is necessary to stop up or divert a public right of way to enable the development to be carried out, they should apply without delay:-
 - (a) in the case of a footpath or bridleway, to the County Council for an order under Section 257 of the Town and Country Planning Act, 1990;
 - (b) in any other case to the Secretary of State for an Order under Section 247 of the Town and Country Planning Act, 1990.
- (3) The applicant is recommended to retain this form with the title deeds of the property.
- (4) The grant of planning permission under Section 73 of the Town & Country Planning Act does not prevent the implementation of the previous planning permission, subject to the previous conditions.

IMPORTANT

Any failure to adhere to the details of the plans hereby approved or to comply with any conditions detailed in this notice constitutes a contravention of the provisions of the Town and Country Planning Act, 1990, in respect of which enforcement action may be taken.

If it is desired to depart in any way from the approved proposals, you should consult the East Sussex County Council, Planning Development Control Team, Transport & Environment Department, County Hall, St Anne's Crescent, Lewes, East Sussex BN7 1UE before carrying out the development.

SITE PLAN