

DATED 14th September 2007

EAST SUSSEX COUNTY COUNCIL (1)

-and-

EAST SUSSEX COUNTY COUNCIL & BRIGHTON AND HOVE CITY COUNCIL (2)

and-

SOUTH DOWNS WASTE SERVICES LIMITED (3)

-and-

VEOLIA ES SOUTH DOWNS LIMITED (4)

-and-

ANTHONY W R PENROSE (5)

-and-

WEALDEN DISTRICT COUNCIL (6)

-and-

~~← AGRICULTURAL MORTGAGE CORPORATION PLC (7)~~

AGREEMENT

Pursuant to S.106 Town and Country
Planning Act 1990 and S111 Local
Governments Act in relation to
the development of land at
The Woodland Centre, Whitesmith, East Sussex

S A Ogden LLB Hons
Director of Law & Personnel
East Sussex County Council
County Hall
St Annes's Crescent
Lewes
East Sussex BN7 1SW

EAST SUSSEX COUNTY COUNCIL
SECTION 106 DEED OF AGREEMENT

Date: *14th September 2007*

PARTIES:

1. **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1SW, ("the County Council");
2. **EAST SUSSEX COUNTY COUNCIL** of County Hall aforesaid & **BRIGHTON & HOVE CITY COUNCIL** of King's House, Grand Avenue, Hove BN3 2SR (together called "the Councils")
3. **SOUTH DOWNS WASTE SERVICES LIMITED** whose registered office is situate at Veolia House 154A Pentonville Road London N1 9PE ("the Tenant")
4. **VEOLIA ES SOUTH DOWNS Limited** whose registered office is also situate at Veolia House, 154A Pentonville Road, London N1 9PE ("the Developer")
5. **ANTHONY ROLAND WILLIAM PENROSE** of Burgh Hill House, Chiddingfold, East Sussex BN8 6JF ("the Owner")
6. **WEALDEN DISTRICT COUNCIL** of Council Offices, Pine Grove, Crowborough East Sussex TN6 1DH ("the District Council")
- ~~7. **AGRICULTURAL MORTGAGE COMPANY PLC** (Company Registration number 234742) whose registered office is situate at Charlton Place, Charlton Road, Andover SP10 1PE ("the Mortgagee")~~

WHEREAS

- A) The County Council is the local planning authority and a local authority for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Act") and Section 111 of the Local Government Act 1972 ("the 1972 Act") and the highway authority for the purpose of the Highways Act 1980 ("the 1980 Act") for

the area in which the Land ^{and the Compensatory Woodland Area} (as hereinafter defined) ^{are} is situated and as such is the local planning authority entitled to enforce the planning obligations hereinafter recited;

B) The District Council was the local planning authority for the purposes of issuing planning permission reference WD/87/4676/P and was party to the Section 52 Agreement (as hereinafter defined) in respect of Woodland Planting provisions on the Land which are hereby superseded by the provisions of this Agreement

C) The Owner is seised of an estate in fee simple absolute of the Land and the Compensatory Woodland Area under and by virtue of a Conveyance dated 19th March 1970 and made between Sir Roland Algernon Penrose CBE (1) and the Owner (2);

~~D) The Mortgagee has a registered charge on the Land dated 1st February 2007 ("the Registered Charge")~~

E) The Owner by an agreement dated 15th June 2005 has agreed with the Tenant for the sale to it or as it may direct of the Land upon the terms and conditions more particularly therein contained ("the Land Acquisition Agreement");

F) The Tenant by a further agreement dated 15th June 2005 has agreed with the Councils that in the event that the Tenant shall exercise their right to acquire the Land referred to in recital E) ^{and transfers the Land to the Councils} the Councils will subject to the terms and conditions contained therein grant to the Tenant a lease of the Land upon the terms and conditions more particularly therein contained ("the Agreement for Lease");

- G) By the Application (as hereinafter defined) the Developer as agent for and on behalf of the Tenant has applied to the County Council for planning permission to develop the Land by the proposed Development (as hereinafter defined);
- H) This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead;
- I) The Councils agree to bind their said interests in the Land and any interests they may acquire in the Compensatory Woodland Area to the intent that the obligations on the part of the Councils shall be enforceable against their successors in title pursuant to Section 106(3)(b) of the 1990 Act but without liability to the Councils

IT IS HEREBY AGREED as follows

1. **Interpretation**

- 1.1 In this Agreement unless the context otherwise requires the following expressions shall have the following meaning:

“Application”	means the application for planning permission submitted to the County Council and dated 21 October 2005 and allocated reference number WD/457/CM for the Development
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“Commencement of Development” means the commencement of the Development for which the permission has been granted by the carrying out of a material operation as defined by Section 56(4) of the 1990 Act

“the Compensatory Woodland Area” means the area labelled “Additional 20 metre wide Planting Strip” on the Plan

“Completion of Development” means that all construction works on the Land have been completed and the Development can be used for the Permitted Use (whether or not such Permitted Use has begun).

“the Development” means development of the Land for an enclosed composting facility and visitor centre together with wood chipping facility

“the Director of Law and Personnel” meaning the Director of Law and Personnel for the time being of the County Council and shall include his duly authorised agents and representatives and any successors of his

“the Director” means the Assistant Director (Policy) for the time being of the County Council and shall include his

duly authorised agents and representatives and any successors of his

"Heavy Goods Vehicles"

means a mechanically propelled road vehicle:-

(i) of a construction primarily suited for the carriage of goods or burden of any kind; and

(ii) designed or adapted to have a maximum allowed mass (MAM) exceeding 3,500 kilograms when in normal use; and

(iii) travelling on a road laden and can be rigid or articulated; and

(iv) would be plated at the rear with yellow/red chevrons.

"the Highway Works"

means the Highway Works described in Schedule 3

"the Land"

means the land at The Woodland Centre Whitesmith East Sussex for the purposes of identification only shown edged red on the Plan

"Lorry Routeing Scheme"

means the scheme set out in Schedule 1

"the Lorry Routeing Sign"

means as described in clause 3.3.1

"Lorry Movements"

means the movement of all Heavy Goods Vehicles

"the Newt Habitat Protection
Scheme"

means the scheme set out in Schedule 2

"Material"

means compostable green waste or bio waste or waste

"the Newt Habitat Protection
Scheme Documents"

means the documents annexed hereto at Appendix 1
except where otherwise modified in writing in
agreement with the County Council as local planning
authority
namely:-

(i) "The Woodland Centre - Whitesmith, Reasoned
statement in support of great crested newt licence
application, Final, Scott Wilson for Veolia
Environmental Services, July 2007" or any revision
approved in writing by the County Council as local
planning authority

(ii) "The Woodland Centre - Whitesmith, Method
statement in support of great crested newt licence
application, Scott Wilson for Veolia Environmental
Services, Final, July 2007" or any revision approved in
writing by the County Council as local planning
authority

“Occupation” means occupation for any use identified in the planning permission granted pursuant to the Application but not including occupation by personnel engaged in construction fitting out repair or decoration or occupation in relation to security operations or in relation to measures necessary to implement the migration of Great Crested Newts and “Occupy” and “Occupied” are construed accordingly

“the Permission” means planning permission for the Development granted pursuant to the Application or granted pursuant to any application made under Section 73 of the 1990 Act to vary any condition attached to the planning permission granted pursuant to the Application

“Permitted Use” means the use of the Land for the purpose(s) set out in the Application

“the Plan” means the plan entitled “Woodland Centre Composting Facility Site Operations” numbered A4621/301/Q dated 6 December 2006 attached to this Agreement

"the Section 52 Agreement" means the agreement dated 1st July 1988 between the District Council (1) and the Owner (2)

- 1.2 Unless the context requires otherwise references in this Deed to a clause schedule or paragraph are references respectively to a clause schedule or paragraph of this Deed
- 1.3 Where any party to this Deed comprises two or more persons any obligations on the part of that party contained or implied in this Deed 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 in this Deed 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 Deed do not and will not by implication form any part of this Deed and shall have no legal force whatsoever
- 1.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Councils the successors to their respective statutory functions
- 1.7 Words importing the singular number only shall include the plural number and vice versa and words importing any particular gender shall include masculine feminine and neuter genders

2. Preliminary

2.1 Legal Powers

This Deed is made pursuant to Sections 106 of the Act and Section 111 of the 1972 Act and all other powers enabling for the purpose of requiring:-

- 2.1.1 certain restrictions on lorry movements as set out in the Lorry Routeing Scheme to be made in order that the traffic which will be generated by the Development can be accommodated satisfactorily on the surrounding highway network
- 2.1.2 the provision of suitable arrangements for the protection of areas for newts including the detailing of protected habitat and their retention as part of the Development and its management
- 2.1.3 the provision of a compensatory woodland area in lieu of woodland planting previously required under the Section 52 Agreement linked to planning permission WD/87/4676/P
- 2.1.4 the provision of an odour management plan to cover operation process control monitoring maintenance repair and breakdown arrangements together with communication strategy to ensure that plant consistently operates within acceptable odour limits
- 2.1.5 the Highway Works to be carried out

2.2. Enforceability

- 2.2.1 The various restrictions requirements stipulations and other obligations on the part of the Owner the Tenant and the Developer contained in this Deed 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 Act whether expressed to be planning obligations or not and are enforceable by the County Council against the Owner the Tenant and the Developer and any person deriving title from the Owner the Tenant and the Developer

- 2.2.2 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed to be affected or impaired

2.3 **Conditions Precedent**

The obligations contained in this Deed save for those contained in Clauses 1, 2.8, 2.9, 2.10 and 3.1 inclusive (which shall take effect on the execution hereof) shall take effect only on the Commencement of the Development pursuant to the Permission.

2.4 **Requirements to be Reasonable**

Unless otherwise specified where any agreement certificate or approval is to be given by the County Council under the terms of this Deed then the same shall not be unreasonably withheld or delayed.

2.5. **Expiry**

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

2.6. Fettering of discretion

Nothing in this Deed 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 Deed 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 addressed to the Director of Law and Personnel) or such other address as may from time to time be notified for the purpose by notice in writing.

2.8 Registration

This Deed shall be registered as a Local Land Charge.

2.9 Contracts (Rights of Third Parties) Act 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purport to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title to a party hereto

2.10 Warranty as to title

The Owner hereby warrants that he is the owner of the freehold title to the Land and the Compensatory Woodland Area and that no other party has an interest in the Land or the Compensatory Woodland Area save as disclosed in writing to the Director prior to completion of this Deed.

2.11 Disputes Resolution

2.11.1 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 2.11.2 (below) on the reference of any of the parties hereto

2.11.2 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 (below) 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

2.11.3 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

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

2.11.4.1 he shall act as an expert and not an arbitrator

2.11.4.2 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

2.11.4.3 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 2.11.4.2 of this sub-clause

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

2.11.4.5 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

~~2.12 Mortgagee's Consent~~

~~The Mortgagee hereby consents to the completion of this Agreement and acknowledges that from the date of this Agreement the Land shall be bound by the restrictions and obligations contained herein~~

2.13 Discharge of the Section 52 Agreement and Agreement to consult upon the Compensatory Woodland Area Planting Scheme

The District Council confirms that from the date this clause takes effect that the Land is released from the provisions of the S52 Agreement and the County Council agrees with the District Council to consult the District Council upon proposals it has received for the proposed Compensatory Woodland Area Planning Scheme referred to in Clause 3.8 below

2.14 Release

The Owner shall not be liable for any default or breach of the covenants or obligations contained in this Agreement occurring in respect of the whole or part of the Land to which the covenant or obligation relates in which it has at the time of the default or breach no freehold or leasehold interest.

3. Developer's Owner's and Tenant's Covenants

The Developer the Owner and the Tenant for themselves and their respective successors in title hereby covenant with the County Council as follows:

3.1 Costs

to pay to the County Council on the date hereof the whole of the reasonable and proper professional and administrative costs of the County Council in the preparation of this Deed and to pay the District Council on the date hereof the sum of £300 in payment of its administrative costs

3.2 Notice of Commencement

to notify the County Council in writing or procure that it is so notified of the Development within 7 days of Commencement of Development

3.3 Lorry Routeing Sign

3.3.1 not to commence the operation of the Development until such time as a sign of a size and design approved in writing by the County Council has been erected stating that all lorries entering or leaving the Land should do so only via the Lorry Route referred to in the Schedule such sign to include a map indicating the Lorry Route ("the Lorry Routeing Sign");

3.3.2 thereafter to maintain the Lorry Routeing Sign in good and clean condition for the duration of the Permission;

3.4 Lorry Routeing

3.4.1 to observe the obligations imposed by the restrictions on Lorry Movements contained in the Lorry Routeing Scheme.

3.4.2 not to import further material on to the Land following notification in writing by the County Council that the Developer and/or the Tenant have failed to comply with their obligation in clause 3.4.1 unless and until the County Council confirm in writing that they are satisfied that detailed evidence of compliance with the obligation in Clause 3.4.1 has been produced

3.5 Newt Habitat Protection Scheme

3.5.1 to observe the obligations imposed by the Newt Habitat Protection Scheme except where otherwise modified by agreement in writing with the County Council as local planning authority.

3.5.2 if the Developer the Tenant and/or the Owner fail to comply with their obligation in clause 3.5.1 having received notice in writing from the County Council of such failure the Developer the Tenant and the Owners shall pay to the County Council all direct and indirect costs on a full indemnity basis of such measures the County Council deems necessary to ensure the Newt Habitat Protection Scheme is complied with in full and for the avoidance of doubt these shall include (but shall not be limited to) the costs and fees of any independent consultant and the administrative expenses of the County Council's Officers based upon such officers' hourly rates of charge for the additional time incurred in identifying and implementing the measures deemed necessary to ensure the Newt Habitat Protection Scheme is complied with in full

3.6 Odour Management Plan

3.6.1 within six (6) months of the date hereof to prepare and submit to the County Council an Odour Management Plan ("the OMP") to protect public amenities such plan to include:-

- 3.6.1.1 waste reception shredding loading of tunnels processing transfer maturation and storage operation descriptions in order to minimise manage and control odour;
- 3.6.1.2 characterisation of odours at different points in the treatment process and an assessment of risk particularly in abnormal operating conditions and specific limits to the level of odour at the boundaries of the Land in consultation with the Environmental Health Department of Wealden District Council and the Environment Agency to protect the residential and rural amenities of the area
- 3.6.1.3 information on staffing responsibilities of staff training and procedures to provide for the effective daily management of all odours from the facility
- 3.6.1.4 details of containment enclosure ventilation abatement of odours and emission standards
- 3.6.1.5 provision for the monitoring of odorous emissions and action plans for investigation and remedial measures and procedural changes in the event of abnormal emissions
- 3.6.1.6 management of waste reception, shredding and loading of tunnels;
- 3.6.1.7 odour control and management procedures during emergencies and maintenance and breakdowns

- 3.6.1.8 routine care and maintenance of odour management systems and related equipment that provides for odour control
 - 3.6.1.9 monitoring, recording and reporting arrangements;
 - 3.6.1.10 communications strategy complaint management and resolution procedures;
 - 3.6.1.11 Odour Management Plan updating;
 - 3.6.1.12 review and development procedures.
- 3.6.2 not to Occupy or cause or allow to be Occupied any part of the Development until the OMP has been approved in writing by the County Council
- 3.6.3 to implement and observe the OMP from the date of approval in writing by the County Council of the OMP.
- 3.6.4 not to import further material on to the Land following notification in writing by the County Council that the Developer the Tenant and Owner have failed to comply with their obligation in clause 3.6.3 unless and until the County Council confirm in writing that they are satisfied that detailed evidence of compliance with the obligation in Clause 3.6.3 has been produced.

3.7 Highway Works

- 3.7.1 not to Commence Development until the Owner has entered into a Private Works Agreement ("the Private Works Agreement") with the County Council paying all of the County Council's proper and reasonable legal fees relating to the said agreement to secure the carrying out of the Highway Works

3.7.2 not to Commence Development until the Private Works Agreement has been completed

3.7.3 to complete the Highway Works prior to Occupation of the Development.

3.7.4 not to Occupy or cause or allow to be Occupied any part of the Development until the Highway Works have been completed.

3.8 Compensatory Woodland Area

3.8.1 within six (6) months of the date hereof to prepare and submit to the County Council for its approval in consultation with the District Council a Compensatory Woodland Area Planting Scheme ("the CWAPS") for the Compensatory Woodland Area such scheme shall:-

3.8.1.1 accord with the detail contained in the documentation headed "Woodland Mix-Whitesmith Composting Facility" annexed hereto at Appendix A and "Tree and Shrub Planting – General Guidance Notes" annexed hereto at Appendix B; and

3.8.1.2 include a detailed landscaping plan at a scale of 1:500 indicating the location size and species of trees and shrubs to be planted; and

3.8.1.3 include detailed provisions for the maintenance and replacement planting of the CWAPS during the first 5 year period of operational use of the Development for the Permitted Use

3.8.2 not to Occupy or cause or allow to be Occupied any part of the Development until the CWAPS has been approved in writing by the County Council

3.8.3 to implement the CWAPS during the first planting and seeding season following Completion of Development.

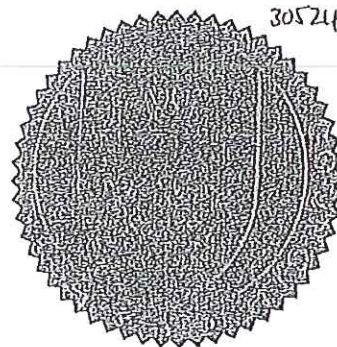
3.8.4 to implement and observe all of the requirements of the CWAPS from the date of approval in writing by the County Council

IN WITNESS whereof the parties hereto have sealed to this Deed the day and year first before written

THE COMMON SEAL of)
EAST SUSSEX COUNTY COUNCIL)
was hereunto affixed in the presence of:-)



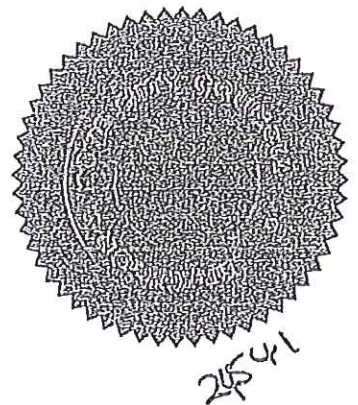
Authorised Signatory



Executed as a deed by affixing
THE COMMON SEAL OF BRIGHTON
& HOVE CITY COUNCIL, in the presence of:



Authorised Officer



Executed as a Deed by

THE COMMON SEAL of SOUTH)
DOWNS WASTE SERVICES LIMITED)
was hereunto affixed in the presence of:-)

[Redacted Signature]

Authorised Signatory

Executed as a Deed by

THE COMMON SEAL of VEOLIA ES)
SOUTH DOWNS LIMITED was hereunto)
affixed in the presence of:-)

[Redacted Signature]

Authorised Signatory

Signed, sealed and delivered by)
ANTHONY W R PENROSE)
in the presence of:-)

Witness Signature:

[Redacted Signature]

Name (Printed):

M. E. BARRETT

Address:

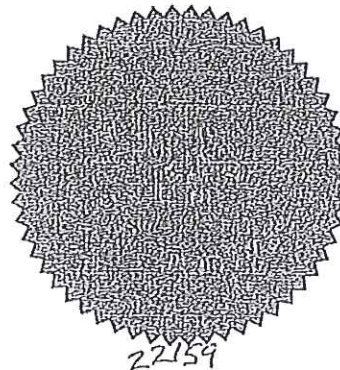
BLAKER SON & YOUNG
211 High Street
Lewes
East Sussex BN7 2PL
SOLICITORS

Occupation:

THE COMMON SEAL of WEALDEN)
DISTRICT COUNCIL was hereunto affixed)
in the presence of:-)

[Redacted Signature]

Authorised Signatory



~~THE COMMON SEAL of THE~~)
AGRICULTURAL MORTGAGE)
CORPORATION PLC was hereunto)
affixed in the presence of:-)

~~Authorised Signatory~~

SCHEDULE 1

Lorry Routeing Scheme

- 1 Subject to the exceptions set out in paragraph 2 below all Lorry Movements under the control of the Tenant and/or the Developer or for which the Tenant and/or the Developer are responsible into and out of the Land in connection with the Development shall be routed along the following roads:-

The A27

The A22

The A26

- 2 No Lorry Movements under the control of the Tenant and/or the Developer or for which the Tenant and/or the Developer are responsible into and out of the Land in connection with the Development shall be routed along the following roads:-

All other roads in the vicinity of the Land

The B2192

The B2124

Except to the extent:-

- 2.1 necessary to enable any vehicle to deliver or collect materials relating to the Development to or from an address or addresses on such roads and
 - 2.2 necessary to enable the driver of any vehicle to comply with any direction given to him by a police officer or traffic warden or with any traffic sign or restriction imposed by law for the time being in place prescribing the route to be taken by vehicles including any restriction imposed by law specifically on heavy goods vehicles
- 3 The Tenant and/or the Developer shall have complied with their obligation in clause 3.4.1 of this Deed if he/they shall have taken the following steps:

- 3.1 prior to first use of the Land for the Permitted Use to notify in writing all heavy goods vehicle owners and/or operators likely to gain access or egress to the Land in connection with the Development of the restrictions on Lorry Movements contained in the Lorry Routeing Scheme and as detailed in paragraphs 1 and 2 above
- 3.2 they shall have complied in full with their obligations under clause 3.3 of this Deed
- 3.3 the penalty for contravention of the restrictions on Lorry Movements contained in the Lorry Routeing Scheme and as detailed in paragraphs 1 and 2 of this Schedule will be on the first two occasions a written warning from the Tenant and/or the Developer to the owner or operator of any heavy goods vehicles in contravention and on the third occasion a final written warning and on the next occasion termination of that owner or operator accessing the Land in connection with the Development
- 3.4 The Developer and/or the Tenant will maintain a register of contraventions to be available to the County Council on request

SCHEDULE 2

Newt Habitat Protection Scheme

- 1 To implement and maintain the management measures and appropriate actions identified in the Newt Habitat Protection Scheme Documents
2. At the first (1st) and third (3rd) and fifth (5th) year anniversaries of the Completion of the Development ("the Review Dates") a site meeting will be held attended by representatives of the Councils the Owner the Tenant and the Developer as appropriate at a time/date to be mutually agreed within one month of the relevant Review Date such site meetings will examine the success of the scheme against the Newt Habitat Protection Scheme objectives and ecological monitoring parameters and consider any adjustments to the Newt Habitat Protection Scheme reasonably necessary during the period prior to the next Review Date ("the Review")
3. If on completion of the review to take place on the fifth (5th) anniversary of the Completion of Development it is decided by the representative of the County Council that there is a need for further remedial measures in order to ensure compliance with the Newt Habitat Protection Scheme then these measures shall be implemented and a further Review shall take place at the seventh (7th) year anniversary of the Completion of Development
- 4 If on completion of the Review referred to in paragraph 3 of this Schedule 2 it is decided by the representative of the County Council that there is still a need for further remedial measures in order to ensure compliance with the Newt Habitat

Protection Scheme then these measures shall be implemented and further Reviews shall take place bi-annually until such time as the remedial measures are deemed to be successful by the County Council acting reasonably or such consultant or agent that may be appointed jointly by the Tenant/Developer and the County Council to advise on and monitor the Newt Habitat Protection Scheme.

SCHEDULE 3

Highway Works

The Highway Works are to include the formation on highway land between the site boundary and the A22 of a one point five (1.5) metre wide footpath from the entrance to the Land to link with the existing footpath approximately forty six (46) metres to the north as shown on the drawing identified as "Highway Drawing" annexed hereto. The construction to be in accordance with following specification:-

25mm Surface Course, 0/6mm NS Dense Graded Hardstone (BS 4987 Pt 1 Para 7.5)

50mm Binder Course, 0/20mm DBM (BS 4987 Pt 1 Para 6.5)

100mm Dtp Type 1 Sub Base

The edging must be 50x150 square precast concrete edging to BS 7263-3:2001 Fig K3b

Type EF with ST1 Mix concrete foundation and backing.

together with any other ancillary works reasonably required by the Director.

APPENDIX A

WOODLAND MIX – WHITESMITH COMPOSTING FACILITY

%	Description	Size (in mm)
	Trees	
1	Acer campestre	1500-1800 Fth o g
25	Betula pendula	1500-1800 Fth o g
5	Carpinus betulus	1500-1800 Fth (container)
1	Castanea sativa	1500-1800 Fth o g.
5	Fraxinus excelsior	1500-1800 Fth o g
1	Malus sylvestris	1500-1800 Fth o g.
1	Prunus avium	1500-1800 Fth o g
25	Quercus robur	1500-1800 Fth (container)
1	Sorbus aucuparia	1500-1800 Fth o g
	Shrubs	
15	Corylus avellana	600-900 o g
5	Crataegus monogyna	600-900 o g.
5	Ilex aquifolium	450-600 3 l pot
2	Lonicera periclymenum	450-600 3 l pot
1	Prunus spinosa	600-900 o g
1	Rosa canina	600-900 o g
5	Salix caprea	600-900 o g
1	Viburnum opulus	600-900 o g

- Planting shall be random throughout the area to be planted, at average 2m spacings. Straight lines shall be avoided
- Shrub species shall be concentrated around the edges of the areas to be planted, with fewer individuals in the interior of the planting to provide a woodland edge

APPENDIX B

TREE AND SHRUB PLANTING- GENERAL GUIDANCE NOTES

GENERAL

Plants are to be planted according to the drawings and schedules provided

All labour shall be allowed for in connection with the supply of trees and shrubs, for planting, including delivery, unloading and placing out

Plant Handling

All trees and plants to be carefully packed and if balled up, kept so, to ensure, as far as possible that no damage occurs during loading, transit and unloading, or adverse weather conditions. If, however, roots, shoots or branches suffer slight damage prior to planting, they are to be carefully pruned

Plants are to be protected from the effects of drying out, heat, waterlogging or physical damage during the period between lifting and planting on site

Plants and trees are to be planted at the same depths as those at which they have been previously growing in the nursery. Great care is to be taken to ensure that the root system is not damaged during planting, and the soil is properly firmed around the roots when planting. All planting pits should be finished slightly proud of adjoining surfaces

Before planting commences, all trees and shrubs, whether container grown, rootballed or bare rooted, shall be thoroughly soaked in water. Care shall be taken to avoid root damage when removing containers and wrapping materials before planting

PLANTING OPERATIONS

Pits shall be minimum 600mm in diameter and 600mm in depth for feathered trees, 450mm in diameter and 450mm minimum depth for shrubs, and of adequate size for the root spread of rootballed trees. The bottom 150mm of each pit shall be well broken up, and excessive rubble, debris, stones, etc.,

larger than 75mm found in the excavated material shall be removed from the site

Each tree to be planted centrally in its pit after erection of the stake where applicable. Roots of bare rooted trees only, shall be carefully spread out and well firmed in as material is replaced in the pit.

Backfill shall consist of excavated material well mixed with SHL Treestart or similar approved peat-free tree and shrub planting compost to the manufacturer's instructions

Stakes

All feathered trees are to be secured to a 1200mm long straight pointed stake of 75mm-100mm average diameter of peeled chestnut. Stakes shall have a clear height of 450mm above ground and 750mm below. The stake is to be driven into the ground with a drivall before the tree is planted, on the windward side of the tree. Stakes may be driven CAREFULLY through the rootball of the potted trees if necessary.

Tree Ties

Each feathered tree is to be tied to the stake with 1 expandable rubber tie and nailed to the stake with a 50mm galvanised clout nail. The top of the tie shall be positioned 25mm below the top of the stake.

Rabbit Guards

A 600mm brown or buff rabbit guard of recycled plastic shall be fitted to each tree. Whips and transplants shall additionally have a stout bamboo cane, minimum 900mm long, inserted inside the spiral to provide support. Each shrub shall be fitted with a plastic mesh guard attached to a 1200mm chestnut pole with galvanised wire staples.

Mulch

A mulch of composted wood chips shall be applied to the full area of each planting pit to a depth of 75-100mm.

MAINTENANCE

The following operations shall be carried out over the period of 60 calendar months following the satisfactory completion of planting works

Trees and Shrubs

The following maintenance operations shall be carried out with the joint aims of encouraging rapid establishment of new plantings and maximising their decorative and functional effects

Typically during the months of March, June, and September, but otherwise as described, the following works shall be carried out.

A 1m diameter circle around each tree and shrub shall be treated with a glyphosate based C.D A herbicide or weedwiper system. Care must be taken to avoid damage to the new planting and to avoid mixing mulching material with the topsoil

Litter, rubbish and all arisings shall be removed to the Contractor's tip

Plants loosened by the effects of wind, frost heave, etc., shall be set upright and re-firmed

An application of Enmag, or approved alternative slow release fertiliser, shall be made to the entire area of tree/shrub/herbaceous/hedge planting pits during March at a rate of 70g/m² and lightly worked into the surface of the mulch

Again, during March, the mulch layer shall be topped up to the specified depth using the originally specified material

Between the time of planting and final handover, any plant material which dies, or is not in a thriving condition, whether due to the effects of weather, lack of water, poor pruning technique, lack of maintenance, herbicide damage, or any other cause except that due to vandalism

beyond the control of the Contractor shall be replaced by the Contractor at his own cost

Replacement planting shall be carried out before Christmas each year following an assessment of losses during the previous September so that at handover, the originally specified quantities and varieties are present

Vandalised plant material shall be replaced by the Contractor at the scheduled rates at the cost of the Employer on the written instructions only of the Supervising Officer

The Landscape Contractor shall water all planted areas and individual trees and shrubs in grass to field capacity of the full cultivated depth as required to ensure the healthy establishment of all stock at all times during the maintenance period

Trees

All stakes, ties, guards, mulch mats, etc , shall be checked each time the Contractor visits the site and adjusted, repaired or renewed as necessary, at the Contractor's expense.

JN
4 September 2007

A22 Whitesmith - Highway Drawing

New footpath 34m long

New footpath 11.5m long

Golden Cross

Footpath being built as part of WD/457/CM

Woodland Centre

20.2m

Scale 1:500

Location Plan

Site

Scale 1:50000

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BEng (Hons) CEEng MICE
Director Transport and Environment
East Sussex County Council

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