

DATED

28<sup>th</sup> July 2009

**EAST SUSSEX COUNTY COUNCIL**

in favour of

**HASTINGS BOROUGH COUNCIL**

and

**ROTHER DISTRICT COUNCIL**

**UNDERTAKING**

under (inter alia) Section 106 of the Town and Country Planning Act 1990 relating to land known as A259 Belle Hill, Bexhill on Sea to B2092 Queensway, St Leonards on Sea, East Sussex

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DATED

28<sup>th</sup> July 2009.

**PARTIES**

**Undertaking by**

- (1) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne's Crescent Lewes East Sussex BN7 1SW (the "County Council")

**in favour of**

- (2) **ROTHER DISTRICT COUNCIL** of Town Hall Bexhill on Sea East Sussex TN39 3JX ("**Rother District Council**") and
- (3) **HASTINGS BOROUGH COUNCIL** of Century House, 100 Menzies Road, St Leonards on Sea, East Sussex TN38 9BB ("**Hastings Borough Council**")

**BACKGROUND**

- (A) Words and phrases in this Deed are defined in Clause 1.1.
- (B) The County Council is the freehold owner in possession of that part of the Land (as hereinafter defined) as described in Schedule 1.
- (C) The County Council has made the CPOs (as hereinafter defined) which are at the date of this Undertaking subject to confirmation by the Secretaries of State for Transport and Communities and Local Government.
- (D) For the area within which the Land is situated Hastings Borough Council and Rother District Council are for the purposes of Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act") the local planning authorities by whom the obligations contained in Schedule 2, Schedule 3, Schedule 4, Schedule 5, and Schedule 6 and all clauses relating thereto in this Undertaking are enforceable.
- (E) For the area within which the Land is situated the County Council is for the purposes of Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 (the "**1972 Act**") and the Highways Act 1980 (the "**1980 Act**") respectively a local planning authority a local authority and the highway authority.
- (F) By the Application (as hereinafter defined) the County Council has applied for planning permission to develop the Land by the Development (as hereinafter defined).
- (G) Having regard to the provisions of the development plan and the planning considerations affecting the Land the County Council as the Local Planning Authority to determine the application considers that the Development ought only to be permitted subject to the terms hereof and by resolution of the Regulatory Planning Committee on 10 December 2008 resolved Planning Permission should be granted subject to certain planning obligations the details of which are set out in this Undertaking.
- (H) The County Council enters into this Undertaking pursuant to Section 106 of the 1990 Act Section 111 of the 1972 Act and Sections 278 and 38 of the 1980 Act and all other powers them enabling for the purposes specified in Clause 2.1 in order to secure the planning obligations contained in this Undertaking.

**OPERATIVE PROVISIONS**

**1 INTERPRETATION**

- 1.1 In this Undertaking unless the context otherwise requires:

**"Adams Farm Barn"** means the brick built Adams Farm Barn shown on the Adams Farm Barn Drawing;

**"Adams Farm Barn Consent"** means the Listed Building Consent granted by the Secretary of State under reference RR/2612/CCLB;

**"Adams Farm Barn Drawing"** means drawing marked Figure Aa – Potential Replacement Roost Locations for Adams Farm Barn revision P1 attached to this Undertaking;

**"Application"** means the application for full planning permission submitted to East Sussex County Council dated the 18 April 2008 and allocated reference number RR/2474/CC(EIA) for the Development;

**"Area A"** means the area outlined in red and marked Area A on Figure 2 of the Marline Valley Woods SSSI - proposed compensation woodland options - revision 1 dated September 2008 annexed hereto;

**"BHLR"** means the Bexhill to Hastings Link Road being that part of the Development which comprises the new road including the carriageways and verges;

**"CEMP"** means the construction and environmental management plan for the Development proposals for which are more particularly described in Schedule 2;

**"CHIP"** means the complementary highway improvement plan for off-site road works and public transport improvement as more particularly described in Schedule 4;

**"CHS"** means the compensatory habitat scheme described in Schedule 5;

**"Commencement of Development"** has the same meaning as ascribed to a "material operation" by Section 56(4) of the Town and Country Planning Act 1990 and for the purposes of determining whether or not a material operation has been carried out there shall be disregarded such operations as:-

- archaeological investigations;
- investigations for the purpose of assessing ground conditions;
- diversion and laying of services;
- establishment of site compounds;
- temporary display of site notices or advertisements;

and where the Head of Planning so permits such operations as:-

- environmental mitigation;
- erection of any temporary means of enclosure;
- site clearance;
- works in relation to any contamination or other adverse ground conditions

and **"Commence"** **"Commenced"** and **"Commencement"** shall be construed accordingly;

**"Councils"** means Rother District Council of Town Hall Bexhill on Sea East Sussex TN39 3JX and Hastings Borough Council of Century House 100 Menzies Road St Leonards on Sea East Sussex TN38 9BB which shall include successors to their statutory functions;

**"CPOs"** means The East Sussex County Council (Bexhill to Hastings Link Road) Compulsory Purchase Order 2009 and the East Sussex County Council (Bexhill to Hastings Link Road) (Planning) Compulsory Purchase Order 2009;

**"Development"** means the Development of the Land by the construction of a new road (the BHLR) including environmental treatment with earthworks planting flood and noise attenuation wildlife compensation and facilities for non-motorised users as set out in the Application;

**"Habitat Land"** means the land more particularly described in Paragraph 1 of Schedule 5;

**"Head of Planning"** means the Head of Planning for the time being of the County Council and shall include his duly authorised agents and representatives and any successor of his;

**"Location Plan"** means the plan marked "Location Plan" attached to this Undertaking;

**"Land"** means the land known as A259 Belle Hill Bexhill on Sea to B2092 Queensway, St Leonards on Sea, East Sussex as the same is shown for identification purposes only tinted pink on the Location Plan;

**"Monitoring Contribution"** means the sum of £96,595 for monitoring the impact of the Development in accordance with Schedule 6 payable in accordance with Clause 3.6 save to the extent that this sum is altered by the provisions of Clause 3.6.4;

**"Monitoring Scheme"** means the scheme for monitoring the impact of the construction and operation of the Development as set out in Schedule 6;

**"OEMP"** means the operational environmental management plan for the Development which is more particularly described in Schedule 3;

**"Permitted Use"** means the use of the Land for the purpose(s) set out in the Application;

**"Planning Act CPO"** means the East Sussex County Council (Bexhill to Hastings Link Road) (Planning) Compulsory Purchase Order 2009;

**"Planning Permission"** means the planning permission subject to conditions granted pursuant to the Application;

**"RPI"** means the "all items" index figure of the Retail Prices Index published by the Office for National Statistics and if the name or basis of computation of such index should change any official replacement of the said index by the Office of National Statistics and in the absence of such official replacement such other index as may be approved by the Head of Planning;

**"Secretary of State"** means the Secretary of State for Communities and Local Government;

**"Supplementary Undertaking"** means a further undertaking to be entered into by the County Council in favour of the Councils pursuant to Section 106 of the 1990 Act and other powers and substantially in the form hereof which shall have the effect of binding land required for the Development (and acquired by the County Council pursuant to the CPOs or otherwise after the date of this Undertaking) in respect of the planning obligations set out herein;

**"Undertaking"** means this undertaking.

- 1.2 A reference to any statute or statutory section in this Undertaking shall be taken to include a reference to any statutory extension amendment modification or re-enactment of it for the time being in force and shall include any subordinate instruments regulations or orders made in pursuance of it.
- 1.3 In this Undertaking words importing the singular shall include the plural and vice versa and words importing one gender shall include all other genders.
- 1.4 The headings to this Undertaking do not and will not by implication form any part of this Undertaking and shall have no legal force whatsoever.
- 1.5 Where reference is made to a Clause Part Plan Paragraph Recital or Schedule such reference (unless the context requires otherwise) is a reference to a clause part plan paragraph recital or schedule of or to (or in the case of plan attached to) this Undertaking.
- 1.6 References to any party to this Undertaking 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 and the County Council the successors to their respective statutory functions.

1.7 Any covenant by the County Council not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.

## 2 **PRELIMINARY**

### 2.1 **Legal Powers**

This Undertaking is entered into pursuant to Section 106 of the 1990 Act Section 111 of the 1972 Act and the 1980 Act and all other enabling powers.

### 2.2 **Enforceability**

2.2.1 The various covenants restrictions requirements stipulations and other obligations on the part of the County Council contained in this Undertaking are entered into under the provisions and powers referred to in 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 Councils against the County Council and any person deriving title from the County Council.

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

2.2.3 Nothing in this Undertaking shall include or impose any obligation on the development of the Land in accordance with any planning permission other than the Planning Permission.

### 2.3 **Expiry**

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

### 2.4 **Conditions Precedent**

This Undertaking shall come into effect upon the grant of the Planning Permission.

### 2.5 **Registration**

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

### 2.6 **Fettering of discretion**

Nothing in this Undertaking shall fetter or restrict the discretion of the Councils or the County Council in the exercise of their powers under any statutory enactment or other enabling power for the time being in force save as may be permitted by law.

### 2.7 **Service of Notices**

Any notice or other written communication to be served by the County Council including the Head of Planning pursuant to this Undertaking 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:

- (a) by first class post deemed served three working days after posting;
- (b) 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;
- (c) by facsimile at the time of successful transmission.

### 2.8 **Requirements to be Reasonable**

Subject to Clause 2.6:

2.8.1 where any undertaking certificate consent permission expression of satisfaction or other approval is to be given by the County Council including the Head of Planning or any person on its or his behalf under this Undertaking 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 including the Head of Planning under the terms of this Undertaking they shall be made or imposed upon reasonable grounds.

## 2.9 **Covenants**

The County Council hereby covenants with the Councils as specified in Clauses 3 and 4 and in Schedule 2, Schedule 3, Schedule 4, Schedule 5, and Schedule 6.

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

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

## 2.11 **Warranty as to Title**

The County Council confirms and warrants to the Councils that it has not leased mortgaged charged or otherwise created any interest in the Land (other than as disclosed in Schedule 1) at the date of this Undertaking and that Recital (B) of this Undertaking is correct and accurate in every respect.

## 2.12 **Waiver**

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

## 2.13 **Jurisdiction**

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

## 2.14 **Delivery**

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

## 2.15 **Supplementary Undertaking**

2.15.1 The Development shall not be Commenced unless and until the County Council has either acquired all the Land or the CPOs have been confirmed whether modified or not.

2.15.2 Prior to Commencement of the Development on any part of the Land which is not referred to in Schedule 1 the County Council shall enter into the Supplementary Undertaking in favour of the Councils in respect of that part of the Land to the extent of the County Council's interest in that part of the Land (which may be possessory only at the Commencement of Development on that part).

## 3 **COUNTY COUNCIL'S COVENANTS**

The County Council covenants with the Councils as follows:

### 3.1 **The Construction Environmental Management Plan**

3.1.1 That prior to Commencement of Development it will prepare and submit to the Head of Planning the CEMP.

3.1.2 Not to Commence Development until the CEMP has been approved in writing by the Head of Planning.

- 3.1.3 To implement and observe the CEMP from the date of approval in writing by the Head of Planning of the CEMP in strict accordance with the details of the CEMP and any amendments that may be formally agreed in writing by the Head of Planning.
- 3.1.4 That in respect of item 17 of the CEMP (carbon dioxide emissions) the County Council shall include within the CEMP a strategy to assess the climate change impact of the construction phase of the Development. The strategy shall provide a calculation of the baseline conditions and, utilising a carbon calculation model, an assessment of the carbon dioxide emissions from the construction phase of the Development. This strategy shall also provide for the design and implementation of a package of mitigation measures to avoid, reduce and/or offset carbon emissions from the Development.
- 3.1.5 The County Council shall submit a report to the Head of Planning within one month of the completion of construction of the Development which details the outcome of carbon dioxide emissions from construction of the Development.
- 3.1.6 Any net increase in carbon dioxide emissions which is attributable to the construction of the Development and that remain after the implementation of the relevant mitigation measures in the CEMP shall become a commitment to be catered for by the County Council under the East Sussex County Council's climate change strategy.
- 3.1.7 The method by which and purpose of the incorporation of net carbon dioxide emissions attributable to the construction of the Development within the County Council's climate change strategy shall be reported to the Head of Planning and within one year of the report in Clause 3.1.5 being submitted.
- 3.1.8 Any failure to adhere to the terms of the strategy referred to in Clause 3.1.4 or to implement the mitigation measures identified in that strategy or provide the necessary commitment through the East Sussex County Council's climate change strategy pursuant to Clause 3.1.6 will require the Head of Planning to prepare a report to the County Council and the Councils to examine and consider the seriousness of the failure and to determine actions.
- 3.2 **The Operational Environmental Management Plan**
- 3.2.1 That prior to opening of the BHLR for public use it will prepare and submit to the Head of Planning the OEMP.
- 3.2.2 Not to open the BHLR for public use (or permit the same) until the OEMP has been approved in writing by the Head of Planning.
- 3.2.3 To implement and observe the OEMP from the date of approval in writing by the Head of Planning of the OEMP in strict accordance with the details of the OEMP and any amendments that may be formally agreed in writing by the Head of Planning.
- 3.2.4 That in respect of item 6 of the OEMP (carbon dioxide emissions), the County Council shall include within the OEMP a strategy to assess the climate change impact of the operation of the Development. Taking the baseline from the CEMP the strategy shall calculate and monitor the net change in carbon dioxide emissions arising from the operation of the Development taking into account the package of mitigation measures. The results of the monitoring will be used to fulfil the requirements in Clauses 3.2.5 and 3.2.6.
- 3.2.5 The County Council shall submit an annual report to the Head of Planning, the first report to be submitted within fifteen months of the opening of the BHLR for public use and which details the outcome of carbon dioxide emissions from the operation of the Development.
- 3.2.6 Any net increase in carbon dioxide emissions which is attributable to the operation of the Development that remains shall become a continuing commitment to be catered for by the County Council under the East Sussex County Council's climate change strategy.
- 3.2.7 The method by which and purpose of the incorporation of carbon dioxide emissions attributable to the operation of the Development within the County Council's climate change strategy shall be reported to the Head of Planning one year after the BHLR has opened for public use and annually thereafter for a period of five years.



3.2.8 Any failure to adhere to the terms of the strategy referred to in Clause 3.2.4 or provide the necessary commitment through the East Sussex County Council's climate change strategy pursuant to Clause 3.2.6 will require the Head of Planning to prepare a report to the County Council and the Councils to examine and consider the seriousness of the failure and to determine actions.

### 3.3 **The Complementary Highway Improvement Plan**

3.3.1 That prior to Commencement of Development it will prepare and submit to the Head of Planning the CHIP;

3.3.2 Not to Commence Development until the CHIP has been approved in writing by the Head of Planning.

3.3.3 To implement and observe the CHIP from the date of approval in writing by the Head of Planning of the CHIP and to implement the provisions of the CHIP in accordance with the timetable set out in the CHIP unless otherwise agreed in writing by the Head of Planning.

### 3.4 **The Compensatory Habitat Scheme**

3.4.1 That prior to Commencement of Development it will prepare and submit to the Head of Planning the CHS.

3.4.2 Not to Commence Development until the CHS has been approved in writing by the Head of Planning.

3.4.3 To implement and observe the CHS from the date of approval in writing by the Head of Planning of the CHS in strict accordance with the details of the CHS and any amendments that may be formally agreed in writing by the Head of Planning.

3.4.4 In the event that the Secretary of State concludes that he will not confirm the Planning Act CPO in respect of Area A or any part of Area A then the County Council's obligations pursuant to this Clause 3.4 in respect of either the Compensatory Habitat Scheme as a whole or such part of Area A which is not the subject of the Planning Act CPO as confirmed by the Secretary of State shall cease unless:-

(a) the County Council has requested the Secretary of State not to confirm the Planning Act CPO in respect of Area A because it proposes an alternative compensation site in which case the provisions of this Clause 3.4 shall apply to such alternative site and the County Council will incorporate the reference to the alternative site in any Supplementary Undertaking which relates to such alternative site or

(b) the Secretary of State proposes an alternative site (not proposed by the County Council in accordance with (a) of this Clause 3.4.4) or an alternative means of compensation for loss of wildlife habitat in which case the County Council will submit alternative proposals to the Head of Planning which once approved may if the Head of Planning so requires be incorporated as planning obligations in an appropriate supplementary agreement and entered into by the County Council pursuant to the powers cited in Clause 2.1.

### 3.5 **Adams Farm Barn**

3.5.1 As soon as reasonably practicable and in any event prior to dismantling Adams Farm Barn in accordance with the Adams Farm Barn Consent to prepare and submit to the Head of Planning detailed elevation and reconstruction plans (the "**E&R Plans**").

3.5.2 Not to dismantle Adams Farm Barn in accordance with the Adams Farm Barn Consent until the E&R Plans have been approved in writing by the Head of Planning.

3.5.3 As soon as practicable following the issuing of the approval to be given under Clause 3.5.2 to relocate Adams Farm Barn to the position shown on the Adams Farm Barn Drawing in accordance with the E&R Plans.

3.5.4 Not to open the BHLR for public use (or permit the same to be opened) until Adams Barn Farm has been reconstructed in accordance with the E&R Plans.

3.6 **Monitoring**

- 3.6.1 Prior to Commencement of Development to pay the Monitoring Contribution to the Head of Planning.
- 3.6.2 Not to Commence the Development until the Monitoring Contribution has been paid to the Head of Planning.
- 3.6.3 To implement the Monitoring Scheme as funded by the Monitoring Contribution.
- 3.6.4 In the event that the Monitoring Contribution is paid after the date of this Undertaking the Monitoring Contribution shall be index linked so that such sum shall be increased or decreased (as the case may be) by the percentage change in the RPI from the date of this Undertaking until the date of payment such change to be calculated by reference to the most recently published figures for the RPI prior to the date of this Undertaking and prior to the date of payment.

4 **DUTIES OF THE HEAD OF PLANNING**

The County Council covenants with the Councils and each of them that the Head of Planning will:

- 4.1 forthwith upon completion of this Undertaking supply a copy of the completed Undertaking to the Councils;
- 4.2 upon the issue of the Planning Permission supply a copy of the same to the Councils;
- 4.3 upon completion of the Supplementary Undertaking supply a copy of the same to the Councils;
- 4.4 upon approval of the CEMP, the OEMP, the CHIP, the CHS, the E&R Plans and upon issuing any other consent identified in this Undertaking supply copies of the same to the Councils;
- 4.5 report progress on the compliance with the planning obligations contained in this Undertaking to the Councils and supply such supporting information as may be relevant and available upon reasonable request and, in any event annually, commencing one year from the date of this Undertaking until such time as these planning obligations have been fully implemented and/or the Monitoring Contribution has been fully spent;
- 4.6 issue any reports to the Councils in accordance with Clauses 3.1.8 and 3.2.8 as may be required;
- 4.7 hold the Monitoring Contribution in a separately identified interest-bearing account and only withdraw the monies that are from time to time held in the account from the account for the purposes set out in Schedule 6;
- 4.8 If any part of the Monitoring Contribution is unexpended on the seventh anniversary of the opening of BHLR to public traffic repay such unexpended sum to general County Council funds.

**This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.**

**Schedule 1  
Title Information**

The table below sets out details of that part of the Land which is in the ownership of the County Council on the date of this Undertaking and the plots are shown on the accompanying plot plans.

**Schedule 1 - Title Information**

| Plot No. | Owner  | Leaseholder | Tenant | Occupier                   |
|----------|--|-------------|--------|----------------------------|
| 2/8      | East Sussex County Council<br>Freehold Title No: ESX287123 | -           | -      | East Sussex County Council |

| Plot No.  | Owner   | Leaseholder   | Tenant | Occupier   |
|---|---|---|--------|------------|
| HIGHWAYS CPO - EAST SUSSEX COUNTY COUNCIL PLOTS |   |   |        |            |
| 1/4   | East Sussex County Council<br>Freehold Title No: SX156385 | -   | -      | Unoccupied |
| 1/5   | East Sussex County Council<br>Freehold Title No: ESX13220 | Dennis Wilson<br>The Cottage<br>Westrip<br>Randwick<br>Stroud | -      | Unoccupied |

|     |   |   |   |   |
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|     |   | GL6 6EY<br>Leasehold Title No: ESX273359  |   |   |
| 1/6 | East Sussex County Council<br>Freehold Title No: SX134937 | Dennis Wilson<br>The Cottage<br>Westrip<br>Randwick<br>Stroud<br>GL6 6EY<br>Leasehold Title No: ESX273359 | - | The Occupier<br>131 London Road<br>Bexhill-on-Sea<br>TN39 4AB |
| 1/7 | East Sussex County Council<br>Freehold Title No: ESX490   | Dennis Wilson<br>The Cottage<br>Westrip<br>Randwick<br>Stroud<br>GL6 6EY<br>Leasehold Title No: ESX273359 | - | The Occupier<br>133 London Road<br>Bexhill-on-Sea<br>TN39 4AB |

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| 1/8  | East Sussex County Council<br>Freehold Title No: SX122617  | Dennis Wilson<br>The Cottage<br>Westrip<br>Randwick<br>Stroud<br>GL6 6EY<br>Leasehold Title No: ESX273359 | -  | Unoccupied<br>(135 London Road)  |
| 1/9  | East Sussex County Council<br>Freehold Title No: ESX227430 | Dennis Wilson<br>The Cottage<br>Westrip<br>Randwick<br>Stroud<br>GL6 6EY<br>Leasehold Title No: ESX273359 | -  | The Occupier<br>137 London Road<br>Bexhill-on-Sea<br>TN39 4AB            |
| 1/12 | East Sussex County Council<br>Freehold Title No: ESX36549  | Dennis Wilson<br>The Cottage<br>Westrip<br>Randwick<br>Stroud<br>GL6 6EY<br>Leasehold Title No: ESX273359 | Daniel Bradley Beeching<br>143 London Road<br>Bexhill-on-Sea<br>TN39 4AB | Daniel Bradley Beeching<br>143 London Road<br>Bexhill-on-Sea<br>TN39 4AB |

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|      |   |   |   |  | Leon George Mundy<br>143 London Road<br>Bexhill-on-Sea<br>TN39 4AB |
| 1/13 | East Sussex County Council<br>Freehold Title No: SX102699 | Dennis Wilson<br>The Cottage<br>Westrip<br>Randwick<br>Stroud<br>GL6 6EY<br>Leasehold Title No: ESX273359 | - |  | The Occupier<br>145 London Road<br>Bexhill-on-Sea<br>TN39 4AB      |
| 1/15 | East Sussex County Council<br>Freehold Title No: ESX50279 | Dennis Wilson<br>The Cottage<br>Westrip<br>Randwick<br>Stroud<br>GL6 6EY<br>Leasehold Title No: ESX273359 | - |  | The Occupier<br>149 London Road<br>Bexhill-on-Sea<br>TN39 4AB      |

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| 1/16 | East Sussex County Council<br>Freehold Title No: SX119232 | Dennis Wilson<br>The Cottage<br>Westrip<br>Randwick<br>Stroud<br>GL6 6EY<br>Leasehold Title No: ESX273359 | - | The Occupier<br>151 London Road<br>Bexhill-on-Sea<br>TN39 4AB |
| 1/19 | East Sussex County Council<br>Freehold Title No: SX86419  | Domaines Du Chateau Limited<br>PO Box 152<br>Beauchamp Place<br>Whatlington Road<br>Battle<br>TN33 3BX    | - | M Pemberton<br>153 London Road<br>Bexhill-on-Sea<br>TN39 4AB  |
| 1/20 | East Sussex County Council<br>Freehold Title No: SX138610 | Dennis Wilson<br>The Cottage<br>Westrip<br>Randwick<br>Stroud<br>GL6 6EY<br>Leasehold Title No: ESX273359 | - | The Occupier<br>155 London Road<br>Bexhill-on-Sea<br>TN39 4AB |

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| 1/24 | East Sussex County Council<br>(Footpath 17)                | - | - | East Sussex County Council   |
| 1/25 | East Sussex County Council<br>Freehold Title No: SX142727  | - | - | East Sussex County Council   |
| 1/26 | East Sussex County Council<br>Freehold Title No: ESX285393 | - | - | Bexhill High School Nursery<br>Down Road<br>Bexhill-on-Sea<br>TN39 4HT |
| 1/29 | East Sussex County Council<br>Freehold Title No: ESX48399  | - | - | East Sussex County Council   |
| 1/30 | East Sussex County Council<br>Freehold Title No: ESX48399  | - | - | East Sussex County Council   |
| 1/31 | East Sussex County Council<br>Freehold Title No: ESX48399  | - | - | East Sussex County Council   |
| 1/35 | East Sussex County Council<br>(Highway)                    | - | - | East Sussex County Council   |
| 1/36 | East Sussex County Council<br>Freehold Title No: ESX48399  | - | - | East Sussex County Council   |
| 1/37 | East Sussex County Council<br>(Highway)                    | - | - | East Sussex County Council   |



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| 1/38 | East Sussex County Council<br>Freehold Title No: ESX277238 | - | -   | Unoccupied  |
| 1/39 | East Sussex County Council<br>Freehold Title No: ESX277238 | - | -   | Unoccupied  |
| 1/43 | East Sussex County Council<br>Freehold Title No: ESX48399  | - | -   | East Sussex County Council  |
| 1/47 | East Sussex County Council<br>Freehold Title No: ESX68407  | - | -   | East Sussex County Council  |
| 2/7  | East Sussex County Council<br>(Highway)                    | - | -   | East Sussex County Council  |
| 2/9  | East Sussex County Council<br>(Highway)                    | - | -   | East Sussex County Council  |
| 2/11 | East Sussex County Council<br>(Highway)                    | - | -   | East Sussex County Council  |
| 4/12 | East Sussex County Council<br>Freehold Title No: ESX287123 | - | -   | East Sussex County Council  |
| 4/17 | East Sussex County Council<br>Freehold Title No: ESX45195  | - | Amanda Jenner<br>5 Helmsmans Rise<br>St Leonards on Sea<br>TN38 8BQ | Amanda Jenner<br>5 Helmsmans Rise<br>St Leonards on Sea<br>TN38 8BQ |

|      |  |   |   |   |
|------|--|---|---|---|
| 4/19 | East Sussex County Council<br>Freehold Title No: ESX231883 | - | Amanda Jenner<br>5 Helmsmans Rise<br>St Leonards on Sea<br>TN38 8BQ | Amanda Jenner<br>5 Helmsmans Rise<br>St Leonards on Sea<br>TN38 8BQ |
| 4/20 | East Sussex County Council<br>Freehold Title No: ESX45195  | - | Amanda Jenner<br>5 Helmsmans Rise<br>St Leonards on Sea<br>TN38 8BQ | Amanda Jenner<br>5 Helmsmans Rise<br>St Leonards on Sea<br>TN38 8BQ |
| 4/22 | East Sussex County Council<br>Freehold Title No: ESX45195  | - | Unoccupied  | Unoccupied  |
| 4/23 | East Sussex County Council<br>Freehold Title No: ESX45195  | - | Unoccupied  | Unoccupied  |
| 4/24 | East Sussex County Council<br>Freehold Title No: ESX206705 | - | East Sussex County Council  | East Sussex County Council  |
| 5/7  | East Sussex County Council<br>(Highway)                    | - | East Sussex County Council  | East Sussex County Council  |
| 5/11 | East Sussex County Council<br>Freehold Title No: ESX63779  | - | East Sussex County Council  | East Sussex County Council  |
| 5/13 | East Sussex County Council<br>(Highway)                    | - | East Sussex County Council  | East Sussex County Council  |

|      |   |   |   |                            |
|------|---|---|---|----------------------------|
| 5/14 | East Sussex County Council<br>(Highway) | - | - | East Sussex County Council |
| 5/17 | East Sussex County Council<br>(Highway) | - | - | East Sussex County Council |
| 5/18 | East Sussex County Council<br>(Highway) | - | - | East Sussex County Council |
| 5/19 | East Sussex County Council<br>(Highway) | - | - | East Sussex County Council |
| 5/20 | East Sussex County Council<br>(Highway) | - | - | East Sussex County Council |
| 5/21 | East Sussex County Council<br>(Highway) | - | - | East Sussex County Council |
| 5/22 | East Sussex County Council<br>(Highway) | - | - | East Sussex County Council |
| 5/23 | East Sussex County Council<br>(Highway) | - | - | East Sussex County Council |



**Schedule 2**  
**Construction Environmental Management Plan**

The Construction Environmental Management Plan shall include detailed arrangements for:

- 1 Maintenance and management of all the landscaping areas;
- 2 Surface water collection arrangements;
- 3 Ecological mitigation and compensation areas;
- 4 An archaeological/cultural heritage programme of works within the boundaries of the Land;
- 5 Oil and chemical storage arrangements;
- 6 Dust emissions and noise control;
- 7 A travel plan;
- 8 Buffer zone to water courses;
- 9 Sediment runoff containment during construction disturbance works (especially in and around water bodies);
- 10 Any diversion of watercourse flows to protect the water quality;
- 11 Measures to minimise any harm to protected species;
- 12 Proposals to manage and position site material stockpiles away from watercourses and the control of sediment runoff from material stockpiles and the provision for any runoff that may require settlement facilities;
- 13 Discharge from dewatering work;
- 14 Discharge from toilet facilities for mobile offices or compounds;
- 15 Pollution from construction vehicles;
- 16 Working hours and lighting details;
- 17 Monitoring of carbon dioxide emissions and provision of a package of measures that reduces greenhouse gas emissions in construction with any net effect becoming a commitment to be catered for under East Sussex County Council's climate change strategy;
- 18 Provision for the reinstatement of the temporary loss of agricultural land to improved open grassland, open grassland for badger foraging and arable agricultural land uses.

**Schedule 3**  
**Operational Environmental Management Plan**

The Operational Environmental Management Plan shall include detailed arrangements for:

- 1 The maintenance, management and monitoring of all the landscaping area;
- 2 Woodland management;
- 3 Surface water collection arrangements;
- 4 Ecological mitigation – including those provided beneath the over bridges where the establishment of invasive plant species is to be avoided;
- 5 Ecological compensation areas within the boundaries of the Land, including new and existing habitats, embracing rotational management of habitats including over a 3-4 year cycle for shallow reed bed type habitats, and a 5-10 year cycle for ditches, all to be secured for the time during which the Land is used for the Permitted Use;
- 6 The monitoring of carbon dioxide emissions including the provision of a package of mitigation measures that identifies carbon dioxide emissions in operation with any net effect becoming a commitment to be catered for under the East Sussex County Council's climate change strategy.

## **Schedule 4 Complementary Highway Improvement Plan**

The Complementary Highway Improvement Plan shall include proposals for an appropriate package of offsite road works and public transport improvements to be implemented within an agreed timetable. It shall:

- 1 mitigate the effects of traffic impacts from the Development and secure related improvements in bus services particularly along the A259, taking into consideration:
  - (a) the emerging Hastings and Bexhill Local Area Transportation Strategy (HBLATS); and
  - (b) the Highway Agency notification of an improved Baldslow junction to the A21.
- 2 aim to improve the management of traffic along The Ridge and secure improvements across the wider highway network comprising of, as appropriate:
  - (a) the signalisation of junctions;
  - (b) junction improvements;
  - (c) traffic calming measures;
  - (d) enhanced arrangements for pedestrians cyclists and public transport.

## Schedule 5 Compensatory Habitat Scheme

- 1 A scheme for the provision and management of an area of 6.6 hectares of habitat on Area A to compensate for the loss of 3.3 hectares of habitat at Marline Valley Woods SSSI, or subject to the provisions of Clause 3.4.4, provision of that habitat on such other suitable land of not less than 6.6 hectares either within the ownership of the County Council or that the County Council may acquire instead of Area A and which Natural England confirm to the Head of Planning is an acceptable area of land to replace Area A (the "**Habitat Land**").
- 2 The Compensatory Habitat Scheme shall include provision for the long term management of the Habitat Land such provision shall be agreed with the Head of Planning. This can be achieved either by:
  - (a) a commitment to manage the Habitat Land by the County Council; or, if appropriate,
  - (b) the provision for the transfer and management of the Habitat Land by an appropriate suitable organisation (which has first been approved by the Head of Planning) including its management as part of the Local Nature Reserve and Site of Special Scientific Interest, prior to commencement of the opening of the BHLR to public traffic.
- 3 The Compensatory Habitat Scheme shall include an indicative programme for implementation and details of proposals for all tree planting, fencing, ditching and other associated operations.
- 4 The Compensatory Habitat Scheme shall be implemented in full and in accordance with the agreed indicative programme.
- 5 Where the Habitat Land is transferred to an appropriate organisation in accordance with Paragraph 2(b) of this Schedule the County Council shall pay to that organisation upon transfer a sum which shall be specified by the Head of Planning (following submission of appropriate cost reports and assessments) and which is sufficient to fund the ongoing management and maintenance of the Habitat Land or shall otherwise make provision for implementation of the Compensatory Habitat Scheme as may be agreed by the Head of Planning or any subsequent arrangements for management as agreed by the Head of Planning.



## **Schedule 6 Monitoring Scheme**

The requirement is the monitoring of the performance of the County Council and its appointed agents throughout the site preparation, investigation, construction periods, and the seven year period following the opening of BHLR for public use in respect of compliance with conditions and schemes including the establishment of landscaping, the management of ecological habitats and the aftercare of farmland.

Monitoring has been anticipated throughout the two year construction period and the following initial two years of establishment and management of landscaping and ecological works.

The Head of Planning will prepare a report comprising a framework and programme for expenditure related to the objectives for monitoring and will supply a copy of the report to the Councils.

The objectives of monitoring will cover:

### **1 Landscape tasks**

- (a) Inspection of the implementation of the approved tree planting, management and restocking, and inspection of all the completed landscape areas, urban design features and structures.

### **2 Archaeology tasks**

- (a) Monitoring of field work and the recording of casework.

### **3 Ecology tasks**

- (a) Monitoring applicant's implementation of mitigation and compensation details, including their management;
- (b) Observing works, checking implementation of conditions 24 and 25 of the Planning Permission including any mitigation arrangements resulting from the bat survey of the environs of the Glovers Farm complex and the mitigation and compensatory habitats, checking the implementation and operation of specific animal protection schemes and assessing monitoring reports.

### **4 Noise tasks**

- (a) Site monitoring, including responses to complaints.

### **5 Planning tasks**

- (a) Monitoring the adherence to the CEMP together with ensuring that the delineation of the construction area follows the approved plans; the protection and management of tree areas within and adjacent to the scheme is adequate particularly throughout the duration of construction; the protection of watercourses and the provision of surface water collection/sediment runoff arrangements (condition 26 of the Planning Permission); ensure the provision and effectiveness of wheel washing facilities under condition 10 of the Planning Permission, and ensure the agreed dust control scheme arrangements and on site monitoring are in accordance with the CEMP;
- (b) Monitor Noise control during construction and the implementation of noise controls imposed in condition 12 of the Planning Permission and condition 21 of the Planning Permission;
- (c) Monitor works to demolish and rebuild Adams Farm Barn in accordance with the approved scheme;
- (d) Ensure the maintenance of rights of way in accordance with condition 20 of the Planning Permission

### **6 General**

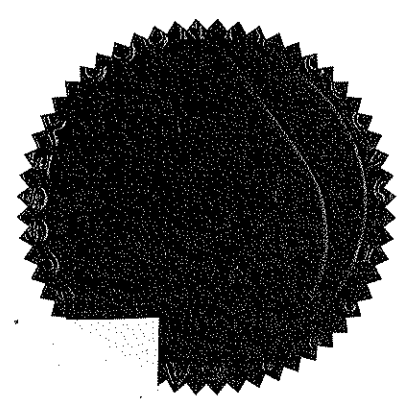
- (a) Respond to any complaints and liaise with other enforcement agencies;
- (b) Monitoring of the Development over two years post completion of road scheme;

- (c) Monitoring by the Councils in relation to EHO legislation in terms of any statutory nuisance, the monitoring of remedial arrangements for any contaminated land that is found, also potentially related planning legislation issues.

**EXECUTION PAGE**

302683

Executed as a deed by **East Sussex** )  
**County Council** by affixing its common )  
seal in the presence of: )



^

Authorised Signatory