

15311

Dated *2nd December* 2014

EASTBOURNE BOROUGH COUNCIL
and
EAST SUSSEX COUNTY COUNCIL
and
SOVEREIGN HARBOUR LIMITED
and
SOVEREIGN HARBOUR WATERFRONT HOLDINGS LIMITED
and
EASTBOURNE HARBOUR COMPANY LIMITED

DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990
AND OTHER POWERS RELATING TO
LAND AT SOVEREIGN HARBOUR
EASTBOURNE

Linklaters

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Ref: L Samuel/L-219525

THIS DEED is made the 2nd day of December 2014

BETWEEN:

- (1) EASTBOURNE BOROUGH COUNCIL of 1 Grove Road, Eastbourne, BN21 4TW of the first part (herein referred to as the "Council");
- (2) EAST SUSSEX COUNTY COUNCIL of County Hall, St. Anne's Crescent, Lewes, East Sussex, BN7 1SW of the second part (hereinafter referred to as the "County Council");
- (3) SOVEREIGN HARBOUR LIMITED (Company Registration Number 2217605) whose registered office is at 24 Birch Street, Wolverhampton WV1 4HY of the third part (hereinafter referred to as "SHL");
- (4) SOVEREIGN HARBOUR WATERFRONT HOLDINGS LIMITED (Company Registration Number 4135060) whose registered office is at 24 Birch Street, Wolverhampton WV1 4HY of the fourth part (hereinafter referred to as "SHWHL"); and
- (5) EASTBOURNE HARBOUR COMPANY LIMITED (Company Registration Number 141203) whose registered office is the same as that of SHL of the fifth part (hereinafter referred to as "EHCL").

RECITALS

- A. The Council is the local planning authority for the area in which the Sites are located by whom the obligations contained in this Deed are enforceable with the exception of those obligations which expressly relate to the County Council.
- B. The County Council is the county planning authority, a local authority and the highway authority for the area in which the Sites are located by whom the obligations contained in this Deed are enforceable with the exception of those obligations which expressly relate to the Council.
- C. SHL is freehold owner of part of Site 5 and Sites 4, 6, 7 and 8 registered with title absolute under Title Numbers ESX160682 and ESX262516 at the Land Registry.
- D. SHWHL is freehold owner of the remainder part of Site 5 registered with title absolute under Title Number ESX273667 at the Land Registry.
- E. A 999 (nine hundred and ninety nine) year leasehold interest in Site 6 was transferred to Sea Change Sussex on 15 April 2014, but the Council and County Council do not require any restrictions or obligations on Site 6 pursuant to this Deed (see Clause 3.3) and therefore Sea Change Sussex is not a party to this Deed.
- F. EHCL is freehold owner of Site 1 registered with title absolute under Title Number ESX7978 at the Land Registry.
- G. The parties have agreed to enter into this Deed pursuant to section 106 of the 1990 Act, Section 111 of the 1972 Act and all other powers them enabling for the purposes specified in Clause 3.7 in order to secure the planning obligations contained in this Deed.

- H. Having regard to the provisions of the development plan and the planning considerations affecting the Sites the Council resolved on 15 April 2014 to grant the Permission subject to the completion of this Deed.
- I. The parties are satisfied that the restrictions and provisions contained in this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in **scale** and kind to the Development.

NOW THIS DEED WITNESSETH:

1 Definitions and Interpretation

- 1.1 For the purposes of this Deed the following words and phrases shall have the following meanings:

"1990 Act" means the Town and Country Planning Act 1990 as amended;

"Affordable Housing" means as defined in the Council's Affordable Housing Implementation Technical Note adopted on 1 April 2013 or such other adopted Council policy as applicable from time to time;

"Allocation" means the amount of B1 Space required to be accommodated in Sovereign Harbour as set out in the ELLP (or in the event that the Draft ELLP has not been adopted by the Council at the appropriate time as set out in the Draft ELLP);

"Alternative Community Hall Site" means the land edged red (being a part of the site to which the Permission relates) on the Alternative Community Hall Site Plan which may be leased to a Community Hall User for the purposes of the Community Hall in accordance with paragraph 3.9 of Schedule 4;

"Alternative Community Hall Site Plan" means the plan so entitled annexed to this Deed at Schedule 2;

"Application" means the application for outline planning permission for the Development submitted to the Council on 18 November 2013 and allocated reference number 131002;

"Assistant Chief Executive, Governance Services" means the Assistant Chief Executive, Governance Services for the time being of the County Council and shall include his duly authorised agents and representatives and any successor of his;

"B1 Space" means floor space to be used for purposes within the B1 use class specified in the Use Classes Order;

"Berth Holder Facility Building" means such building as may be required within the Public Open Space at Site 8 pursuant to a Reserved Matters Approval to house shower and toilet facilities for berth holders at Sovereign Harbour;

"Business Areas" means the floor space to be used as B1 Space within Site 7a;

"Business Areas Marketing Strategy" means a marketing strategy for the Business Areas to be submitted by SHL for approval of the Council setting out how SHL will market the Business Areas and which shall include:

(i) details of the commercial agent(s) to market the Business Areas;

(ii) details of the commencement date and duration of the proposed marketing of the Business Areas; and

(iii) details of the commercial terms upon which the Business Areas will be marketed (including the process for valuation of the Business Areas) so as to ensure that they are marketed on reasonable commercial terms;

including any amendments thereto that may be agreed in writing;

"Commencement of Development" means the carrying out of any material operation within the meaning of Section 56(2) and (4) of the 1990 Act but for the purposes of this Deed material operation shall exclude operations consisting of site clearance, demolition, excavation, temporary diversion of services, site establishment preparatory to the commencement of constructions, archaeological investigations, ecological mitigation, 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 site notices, fences, signage, the construction of temporary accesses and/or service roads or advertisements;

"Commencement of Development Date" means the date of Commencement of Development in respect of each of the Sites considered on an individual basis;

"Commercial Unit" means:

- (a) any unit of the Development comprising a commercial and / or employment use (Class A1 to A5 and B1 Space);
- (b) any nursing home (Class C2);
- (c) any community facilities (Class D1); and
- (d) any visitor accommodation (Class C1);

to be constructed pursuant to the Permission and "Commercial Units" shall be construed accordingly;

"Commercial Sites" means Site 4, Site 5 and Site 7a for the purposes of the provisions of Schedule 8;

"Commercial Travel Plan" means the relevant travel plan or plans for each of the Commercial Sites referred to in Schedule 8;

"Community Hall" means a community hall of between 750 (seven hundred and fifty) and 800 (eight hundred) square metres GEA together with associated car parking and servicing area to be constructed by the Council on the Community Hall Site in accordance with the Community Hall Specification;

"Community Hall Contribution" means the sum of £800,000 (eight hundred thousand pounds) Index-linked to be used by the Council in connection with the Community Hall as provided for herein;

"Community Hall Site" means the land within Site 5 or the Alternative Community Hall Site on which the Community Hall is to be constructed;

"Community Hall Specification" means the detailed specification and design for the Community Hall to be prepared by the Council and approved by SHL including any amendments thereto that may be agreed in writing;

"Community Hall User" means a body nominated by the Council but not the Council itself and agreed with SHL which shall manage and maintain the Community Hall for community purposes;

"Completed" means in respect of Site 1 only, completed to Shell and Core; and in respect of Sites 7c and 8 to a level that is ready for Occupation;

"Construction Index" means the All-in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors and if the name or basis of computation of such index should change any official replacement of the said index by the Royal Institution of Chartered Surveyors and in the absence of such official replacement such other index as may be agreed between the Owner and the County Council;

"Council" means the party of the first part hereto which shall include its successors and assigns to its statutory functions;

"County Contributions" means the Site 1 County Contributions, the Site 7c County Contributions, the Site 8 County Contributions, the Transport (Zebra Crossing) Contribution and the Transport (Bus Shelter) Contribution;

"County Council" means the party of the second part hereto which shall include any successors to its statutory functions;

"Development" means the development of Sites 1, 4, 5, 6, 7 and 8 at Sovereign Harbour, Eastbourne comprising commercial and employment uses (Class A1 to A5 and B1), visitor accommodation (Class C1), nursing home (Class C2), residential use (Class C3), community facilities (Class D1), public open space and associated earthworks;

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

"Draft ELLP" means the Council's *Proposed Draft Employment Land Local Plan* (December 2013);

"Dwelling" means each unit of residential accommodation in the form of a house or flat (including for the avoidance of any doubt a Qualifying Flat) which is to be constructed as part of the Development;

"ELLP" means the version of the Draft ELLP formally adopted by the Council;

"Emergency Access Plan" means the plan so entitled attached to this deed at Schedule 2;

"Emergency Access Route 1" means a vehicular road between the points marked A and B on the Emergency Access Plan;

"Emergency Access Route 2" means a vehicular road between the points marked A and C on the Emergency Access Plan;

"Emergency Access Route 3" means a vehicular road between the point marked D on the Emergency Access Plan and the A259;

"Inflation Index" means the "all items" index value of the Retail Prices Index published by the Office for National Statistics or such other index as may be agreed between the Owner and the County Council;

"Index-linked" means the adjustment of any payment so described in this Deed in accordance with Clause 7 of this Deed;

"Interest" means interest from day to day at the annual rate of 4 per cent above the base rate of the Bank of England from time to time;

"Local People" means individuals whose main residence or principal place of business is in Sussex or Kent unless otherwise agreed with the Council in writing;

"Notice" means any notice or notification in relation to this Deed;

"Occupation" means occupation of the Development or any part thereof for any use permitted by the Permission with the exception of occupation for the purposes of construction, fitting out, marketing or security (and the terms **"Occupy"** and **"Occupied"** and cognate expressions shall be interpreted in accordance with this definition);

"Owner" means together SHL, EHCL and SHWHL;

"Payment Notice" means a payment notice in the form set out in Schedule 7;

"Permission" means planning permission granted pursuant to the Application in the form of the draft annexed hereto as Schedule 1 and subject to any non-material amendments issued by the Council in writing under Section 96A of the 1990 Act;

"Public Open Space" means the areas of open space to be provided within Site 1, Site 4, Site 7b and Site 8 for recreation and amenity use (including in the case of Site 1 and Site 7b the provision of children's play equipment) in accordance with the agreed requirements set out in Schedule 6 hereto other than in respect of Site 4 where the specification is to be agreed at a later date;

"Public Open Space Scheme" means a scheme or schemes for the areas of Public Open Space prepared by the Owner and approved by the Council to include the following:

- (i) details of the location and boundaries of the Public Open Space;
- (ii) a detailed specification for the Public Open Space Works for each area of Public Open Space based on the agreed requirements set out in Schedule 6 of this Deed;
- (iii) details of the play equipment to be provided on Site 1 and Site 7b; and
- (iv) details of the commuted payment(s) for the management and maintenance of the Public Open Space,

such scheme(s) to include any amendments thereto that may be agreed between the Owner and the Council in writing;

"Public Open Space Works" means the works required to provide the Public Open Space in accordance with the Public Open Space Scheme approved by the Council;

"Qualifying Flat" means a flat comprising two or more bedrooms;

"Reserved Matters Approval" means the relevant reserved matters approval granted by the Council which establishes the development permitted for each of the Sites or part thereof (including the number of Dwellings where relevant) and the detailed layout of the Development;

"Residential Sites" means Sites 1 and 7c for the purposes of the provisions of Schedule 8;

"Residential Travel Plan" means the relevant travel plan or plans for each of the Residential Sites referred to in Schedule 8;

"Senior Head of Development" means the senior head of Development for the time being of the Council and shall include his duly authorised agents and representatives and any successor of his;

"Shell and Core" means the provision of a watertight structure including roof all structural floors walls (excluding internal partitioning) and ceilings with capped service connections for gas electricity water and foul drainage services;

"Site 1" means the land off Prince William Parade labelled as Site 1 and outlined in red on the Site Plan;

"Site 4" means the land off Harbour Quay labelled as Site 4 and outlined in red on the Site Plan;

"Site 5" means the land off Harbour Quay labelled as Site 5 and outlined in red on the Site Plan;

"Site 6" means the land off Pevensey Bay Road labelled as Site 6 and outlined in red on the Site Plan, which although is included in the Development is not part of the land that is bound by this Deed;

"Site 7" means the land fronting Pevensey Bay Road and Pacific Drive outlined in red on the Site Plan which is comprised of Site 7a, Site 7b and Site 7c (each individually labelled on the Site Plan and referred to herein as appropriate);

"Site 8" means the land at the northern edge of North Harbour off Pacific Drive labelled as Site 8 and outlined in red on the Site Plan;

"Sites" means Site 1, Site 4, Site 5, Site 7 and Site 8 and **"Site"** shall be construed as any one of them as appropriate in the context (for the avoidance of any doubt such definitions expressly exclude Site 6);

"Site 1 County Contributions" means the Site 1 Household Waste and Recycling Contribution, the Site 1 Library Contribution and the Site 1 Primary School Education Contribution;

"Site 7c County Contributions" means the Site 7c Household Waste and Recycling Contribution, the Site 7 Library Contribution and the Site 7 Primary School Education Contribution;

"Site 8 County Contributions" means the Site 8 Household Waste and Recycling Contribution and the Site 8 Library Contribution;

"Site 1 Household Waste and Recycling Contribution" means the total payment calculated using the following formula:

the sum of the number of Dwellings on Site 1 authorised by the Reserved Matters Approval x £23 (twenty three pounds) per Dwelling

payable as specified in Schedule 3 to the County Council as a contribution to the provision or improvement of kerbside recycling facilities in the area of the Sites subject to adjustment by the application of the Indexation Calculation;

"Site 7c Household Waste and Recycling Contribution" means the total payment calculated using the following formula:

the sum of the number of Dwellings on Site 7c authorised by the Reserved Matters Approval x £23 (twenty three pounds) per Dwelling

payable as specified in Schedule 3 to the County Council as a contribution to the provision or improvement of kerbside recycling facilities in the area of the Sites subject to adjustment by the application of the Indexation Calculation;

“Site 8 Household Waste and Recycling Contribution” means the total payment calculated using the following formula:

the sum of the number of Dwellings on Site 8 authorised by the Reserved Matters Approval x £23 (twenty three pounds) per Dwelling

payable as specified in Schedule 3 to the County Council as a contribution to the provision or improvement of kerbside recycling facilities in the area of the Sites subject to adjustment by the application of the Indexation Calculation;

“Site 1 Library Provisions Contribution” means the total payment calculated using the following formula:

the sum of the number of Dwellings to be provided on Site 1 authorised by one or more Reserved Matters Approval(s) x £236 (two hundred and thirty six pounds) per Dwelling

payable as specified in Schedule 3 to the County Council as a contribution towards the provision of additional and / or improvement of existing library facilities within the area of the Sites to meet the additional demand generated by the Development subject to adjustment by the application of the Indexation Calculation;

“Site 7c Library Provisions Contribution” means the total payment calculated using the following formula:

the sum of the number of Dwellings to be provided on Site 7c authorised by one or more Reserved Matters Approval(s) x £236 (two hundred and thirty six pounds) per Dwelling

payable as specified in Schedule 3 to the County Council as a contribution towards the provision of additional and / or improvement of existing library facilities within the area of the Sites to meet the additional demand generated by the Development subject to adjustment by the application of the Indexation Calculation;

“Site 8 Library Provisions Contribution” means the total payment calculated using the following formula:

the sum of the number of Dwellings to be provided on Site 8 authorised by one or more Reserved Matters Approval(s) x £236 (two hundred and thirty six pounds) per Dwelling

payable as specified in Schedule 3 to the County Council as a contribution towards the provision of additional and / or improvement of existing library facilities within the area of the Sites to meet the additional demand generated by the Development subject to adjustment by the application of the Indexation Calculation;

“Site 1 Primary School Education Contribution” means the total payment calculated using the following formula:

the sum of the number of houses to be provided on Site 1 authorised by one or more Reserved Matters Approval(s) x £3,061 (three thousand and sixty one pounds) per house and

the sum of the number of Qualifying Flats to be provided on Site 1 authorised by one or more Reserved Matters Approval(s) x £459 (four hundred and fifty nine pounds) per Qualifying Flat

payable as specified in Schedule 3 to the County Council as a contribution towards the improvement of and / or cost of additional primary education provision in the area of Site 1 to meet additional primary school educational demand generated by the Development subject to adjustment by the application of the Indexation Calculation;

“Site 7c Primary School Education Contribution” means the total payment calculated using the following formula:

the sum of the number of houses to be provided on Site 7c authorised by one or more Reserved Matters Approval(s) x £3,061 (three thousand and sixty one pounds) per house and

the sum of the number of Qualifying Flats to be provided on Site 7 authorised by one or more Reserved Matters Approval(s) x £459 (four hundred and fifty nine pounds) per Qualifying Flat

payable as specified in Schedule 3 to the County Council as a contribution towards the improvement of and / or cost of additional primary education provision in the area of Site 7 to meet additional primary school educational demand generated by the Development subject to adjustment by the application of the Indexation Calculation;

“Site Plan” means a plan showing the location and boundaries of the Sites (and for contextual information only Site 6) annexed to this Deed at Schedule 2;

“Sovereign Harbour Neighbourhood” means the area outlined in red and numbered 14 on the Eastbourne Neighbourhoods Plan annexed to this Deed at Schedule 2;

“Specified Date” means the date on which any obligation arising under this Deed is due to be performed;

“Transport (Zebra Crossing) Contribution” means £15,000 (fifteen thousand pounds) payable as specified in Schedule 3 to the County Council as a contribution towards the provision of a new pedestrian crossing point over Pacific Drive, Eastbourne subject to adjustment by the application of the Indexation Calculation;

“Transport (Bus Shelter) Contribution” means £10,000 (ten thousand pounds) payable as specified in Schedule 3 to the County Council as a contribution towards the provision of a bus shelter at the existing bus stop on the southern side of Pevensey Bay Road subject to adjustment by the application of the Indexation Calculation;

“Travel Plan Auditing Fee” means the sum of £4,000 (four thousand pounds) payable in respect of each of the Residential Sites and the Commercial Sites (being a total contribution of £20,000) as specified in Schedule 8 to the County Council as a contribution to the costs of the County Council for auditing and monitoring the Commercial Travel Plan and the Residential Travel Plan for each of these Sites subject to adjustment by the application of the Indexation Calculation;

“Use Classes Order” means the Town and Country Planning (Use Classes) Order 1987 as amended;

"Viability Report" means a report including an open book development appraisal of the relevant Site to be submitted by the Owner to the Council pursuant to Paragraph 6 of Schedule 4 which indicates whether the development of the relevant Site can afford to make a contribution towards Affordable Housing;

"Viability Review" means the process set out at Paragraph 6 of Schedule 4;

"Working Day" means Monday to Friday inclusive but excluding any public holiday;

"1972 Act" means the Local Government Act 1972;

"1980 Act" means the Highways Act 1980.

- 1.2** Any covenant 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.
- 1.3** Any reference to any particular statute includes any statutory extension, modification, amendment or re-enactment of such statute and also includes any subordinate instruments, regulations or orders made in pursuance of it.
- 1.4** Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any part or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed.
- 1.5** The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 1.6** 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 Deed.
- 1.7** In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.

2 Legal Effect and Conditionality

- 2.1** This Deed is conditional upon the grant of the Permission save for the provisions of clauses 12, 15 and 17 (Legal Costs, Law and Delivery) which shall come into effect immediately upon the completion of this Deed.
- 2.2** Schedules 3, 4 and 5 shall not come into effect until the Commencement of Development at each Site (considered on an individual basis) save for the provisions of Paragraphs 1 and paragraphs 3 to 6 of Schedule 4 which shall come into effect immediately upon the grant of the Permission.
- 2.3** If the Permission shall expire or be quashed by a court of law, revoked, modified (without the consent of the Owner) or otherwise withdrawn then (if the Owner so elects) this Deed shall cease to have further effect.
- 2.4** In the event that any new planning permission(s) in relation to the Sites are granted by the Council pursuant to Section 73 of the 1990 Act and PROVIDED THAT the Council, the

County Council and the Owner are satisfied that any such application does not necessitate any alterations to the obligations contained in this Deed:-

- 2.4.1** the obligations in this Deed shall relate to and bind such subsequent planning permission(s);
- 2.4.2** the definitions of Application, Development and Permission in this Deed shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and
- 2.4.3** each copy of this Deed shall be endorsed with a statement along the following lines: "The obligations in this Deed relate to and bind the Sites in respect of which a new planning permission referenced has been granted".
- 2.5** Nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council or the County Council in the exercise by each of them of their statutory functions and the rights, powers, duties and obligations of the Council and the County Council under private or public statutes, bye-laws, orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.
- 2.6** Nothing in this Deed shall be construed as prohibiting, limiting or affecting any right to develop any part of the Sites in accordance with a planning permission (other than the Permission) after the date of this Deed and for the avoidance of doubt any operations, works or development in accordance with such a planning permissions shall not constitute Commencement of Development for the purposes of this Deed.

3 Liability and Enforcement

- 3.1** The liability of SHL, EHCL and SHWHL as Owner for the obligations under this Deed shall be several and with respect to each of these parties shall extend only to the relevant Sites in which they hold an interest and for the avoidance of doubt this shall include liability for any loss or damage arising out of their own breaches.
- 3.2** Subject to Clauses 3.3 to 3.6, this Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the 1972 Act, Section 1 of the Localism Act 2011 and all other enabling powers and both the positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the relevant party but also (save as provided in this Deed) against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in any of the Sites or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.
- 3.3** This Deed does not impose any obligations or requirements on the land within Site 6 and no party or third party shall have any liability in respect of Site 6 pursuant to this Deed. Any references within this Deed to Site 6 are for context only as a result of Site 6 being included within the Application and the Development.

- 3.4** No party shall be liable for a breach of covenants relating to any part of any of the Sites which occur once he, she or it has parted with all interests relating to that part of the Site(s) but without prejudice to liability for any antecedent breach.
- 3.5** This Deed shall not be enforceable against any statutory undertaker or telecommunications provider or binding upon any plant, equipment or apparatus of any such person unless such undertaker or provider acquires an interest in the Site not limited to such plant, equipment or apparatus.
- 3.6** This Deed shall not be enforceable against tenants or occupiers of any unit (including any Dwelling) within any of the Sites by virtue of their deriving title under the Owner of the unit(s) they are in Occupation of SAVE FOR paragraph 1.9 of Schedule 3 which shall remain enforceable against any relevant successor in title to the extent applicable to the relevant tenants or occupiers.
- 3.7** Subject to the preceding provisions of this Clause 3, the covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council and /or the County Council (as appropriate) against the Owner.

4 Obligations

- 4.1** The Owner hereby covenants with the Council and the County Council as set out in Schedules 3 and 4 hereto and for the avoidance of any doubt:
- 4.1.1** EHCL shall perform the Owner's obligations that relate to Site 1; and
- 4.1.2** SHL shall perform the Owner's obligations that relate to Sites 4, 5, 7 and 8.
- 4.2** The Council and the County Council covenant with the Owner as set out in Schedule 5.

5 Registration as a Local Land Charge

The covenants on behalf of the Owner to be observed and performed under this Deed shall be treated as Local Land Charges and registered by the Council at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975.

6 Payment of Contributions and Interest

- 6.1** Where this Deed imposes a requirement to make a payment, undertake an act or cease an activity on a Specified Date the Owner shall make any and all payments due under this Deed to the Council or County Council (as appropriate) and provide a fully completed Payment Notice with each payment.
- 6.2** Any payment to be made to the Council or County Council (as appropriate) hereunder shall be deemed to have been made when:
- 6.2.1** the sum due has been transferred by electronic inter-bank transfer into a UK account nominated in writing to the Owner for receipt thereof; or
- 6.2.2** 4 (four) Working Days after the delivery of a cheque addressed in accordance with Clause 11.2.

- 6.3** Unless otherwise agreed in writing, if any sums payable under this Deed are not paid by the Specified Date then the Owner shall thereafter be liable to pay Interest at the Bank of England base rate plus 4% on the same from the date such payment became due to the date of payment thereof.

7 Indexation

- 7.1** In the event that payment of the County Contributions, and/or the Community Hall Contribution shall become due more than twelve (12) calendar months after the date of this Deed the County Contributions and / or the Community Hall Contribution (as appropriate) shall be the amount arrived at by the following calculation:

$$A = \frac{B \times C}{D}$$

D

where:

A is the sum actually payable on the relevant Specified Date

B is the original sum specified in clause 1 hereof

C is the Construction Index for the quarter preceding the relevant Specified Date

D is the Construction Index for the quarter preceding the date of this Deed

C divided by D is equal to or greater than 1

- 7.2** The Travel Plan Auditing Fee shall be index linked so that the sum actually payable to the Council ("the Indexed Sum") shall be calculated in accordance with the following formula:

Indexed Sum = (Initial Sum x Inflation Index at the month preceding the Specified Date) ÷ Inflation Index at the month preceding the Base Date

Where:

The "Initial Sum" is the original sum specified in clause 1 hereof

The "Specified Date" is as previously defined

The "Base Date" is the date of this Deed

the Inflation Index at the month preceding the Specified Date divided by the Inflation Index at the month preceding the Base Date is equal to or greater than 1

- 7.3** The maximum service charge payable by the Community Hall User (as provided for at Paragraph 3.7.2 of Schedule 4) shall be index linked so that the maximum sum actually payable for the first five years of Occupation of the Community Hall ("the Indexed Sum") shall be calculated in accordance with the following formula:

Indexed Sum = (Initial Sum x Inflation Index at the month preceding the date of payment) ÷ Inflation Index at the month preceding the Base Date

Where:

The "Initial Sum" is the original maximum sum of £1,500 as specified in Paragraph 3.7.2 of Schedule 4

The "Base Date" is the date of this Deed

the Inflation Index at the month preceding the Specified Date divided by the Inflation Index at the month preceding the Base Date is equal to or greater than 1

8 No Waiver

No waiver (whether express or implied) by the Council or the County Council of any breach or default by the Owner in performing or observing any of the covenants, undertakings, obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or County Council (as the case may be) from enforcing any of the said covenants, undertakings, obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner.

9 Severability

Each Clause, Sub-clause, Schedule or Paragraph shall be separate, distinct and severable from each other to the extent only that if any Clause, Sub-clause, Schedule or Paragraph becomes or is invalid, illegal or unenforceable (for whatever reason) then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

10 Resolution of Disputes

10.1 In the event of any dispute between the parties hereto any party may invite any other party to resolve the dispute by mediation in such manner as the relevant parties may agree.

10.2 In the event of a dispute between the parties (other than a dispute relating to a matter of law or in relation to the interpretation of this Deed) the parties agree that the matter in dispute shall, on the application of either of them, be referred to a person acting as an expert (hereinafter referred to as the "Expert") being a person with not less than 10 (ten) years recent and relevant experience of the matter in dispute whose identity shall be agreed between the parties, or in default of agreement, appointed by or on behalf of the President for the time being of the Royal Town Planning Institute on the application of any party and it is further agreed that:-

10.2.1 the determination of the Expert shall be final and binding on the parties; and

10.2.2 the Expert's costs shall be borne in such proportions as he may direct failing which each party shall bear its own costs of the reference and determination and one equal share each of the Expert's costs.

10.3 Any Expert, howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation.

10.4 The Expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.

10.5 The provisions of this Clause 10 shall not affect the ability of the Council or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

11 Service of Notices

11.1 Any Notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid recorded delivery post.

11.2 Unless otherwise agreed in writing, the address for service of any such Notice, consent or approval as aforesaid shall be, in the case of service upon:-

11.2.1 the Council, addressed to the Senior Head of Development and Environment quoting reference 131002 at the address aforesaid;

11.2.2 the County Council, addressed to the Assistant Chief Executive, Governance Services at the address aforesaid; and

11.2.3 the Owner, addressed to the Company Secretary to the address respectively first above written in respect of each of SHL, EHCL and SHWHL.

11.3 A Notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:-

11.3.1 if personally served, at the time of delivery and if posted, at the time when it would be received in the ordinary course of business; and

11.3.2 to prove such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope.

11.4 Subject to Clause 11.2.3, if the receiving person or party consists of more than one person, a Notice to one of them is notice to all.

12 Legal Costs

The Owner shall upon execution of this Deed pay the Council's and the County Council's reasonable legal costs incurred in the negotiation and preparation of this Deed including liaison between the Council and the County Council.

13 Third Parties

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Deed.

14 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable but no value added tax shall be payable by the Owner in any event other than on receipt of a valid VAT invoice addressed to the Owner.

15 Law

This Deed is subject to and shall be construed in all respects in accordance with the provisions of English Law.

16 Change in Ownership

The Owner agrees to give the Council and the County Council prompt written notice of any change in ownership of any of its interests in the Sites occurring before all the relevant obligations under this Deed (being only those obligations that relate to the land being transferred) have been discharged such notice to give details of the transferee's full name and address or registered office together with the area purchased by reference to a plan PROVIDED THAT no such notification shall be required for interest(s) granted to tenants or occupiers of any individual unit to be provided within the Development (including any Dwelling).

17 Delivery

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

18 Monitoring

18.1 In respect of each Site on an individual basis, the Owner shall use reasonable endeavours to give the Council and the County Council notice of the following events prior to the dates specified below:-

18.1.1 the intended Commencement of Development Date at least 20 (twenty) Working Days prior to Commencement of Development;

18.1.2 the actual Commencement of Development Date within no more than 10 (ten) Working Days of such date;

18.1.3 the intended date of first Occupation of the first Dwelling to be Occupied on the Site (where relevant) at least 20 (twenty) Working Days prior to Occupation of any Dwelling;

18.1.4 the intended date of first Occupation of the first Commercial Unit to be Occupied on the Site (where relevant) at least 20 (twenty) Working Days prior to Occupation of any part of any Commercial Unit; and

18.1.5 the intended date upon which 49% of the Dwellings on the Site (where relevant) shall be Occupied at least 20 (twenty) Working Days prior to Occupation of 49% of the Dwellings.

18.2 The Owner shall not Commence Development of the relevant Site until it has given the Council and the County Council the notice referred to in Clause 18.1.1.

18.3 The Owner shall not Occupy or cause or permit Occupation of any Dwelling on the relevant Site until it has given the Council and the County Council the notice referred to in Clause 18.1.3.

18.4 The Owner shall not Occupy or cause or permit Occupation of any Commercial Unit on the relevant Site until it has given the Council and the County Council the notice referred to in Clause 18.1.4

18.5 The Owner shall not cause or permit Occupation of more than 49% of the Dwellings on the relevant Site until it has given the Council and the County Council the notice referred to in Clauses 18.1.5.

**Schedule 1
Draft Planning Permission**

Application No. 131002

TOWN AND COUNTRY PLANNING ACT 1990
PERMISSION TO DEVELOP LAND SUBJECT TO CONDITIONS

Sovereign Harbour Ltd. C/O Miss Marie Nagy
Brentano Suite, Solar House
915 High Road
North Finchley
London
N12 9NQ

Location: Sovereign Harbour, Eastbourne

Proposal: Outline planning permission for the development of Sites 1, 4, 5, 6, 7 and 8 at Sovereign Harbour, Eastbourne:
Site 1 - up to 72 dwellings and access
Site 4 - Commercial and employment uses (A1-A5) (B1, C1 and D1)
Site 5 - Community use (up to 800sqm)
Site 6 - Employment and office uses (B1 up to 15,000sqm)
Site 7 - Mix of employment uses (B1) (C1 & C2) (D1), up to 70 dwellings and open space (0.80 ha)
Site 8 - Up to 8 dwellings, open space and berth holder facilities

Decision Date: Draft

In pursuance of their powers under the above Act, the Council as Local Planning Authority hereby permit you to develop land in accordance with the proposals set out in your application and shown on the plan(s) listed, subject to the conditions as specified hereunder:-

SEE SCHEDULE OF CONDITIONS AND REASONS ATTACHED

This permission must **not** be treated as an **approval under the Building Regulations** which may require a **separate application** and is granted subject to due compliance with the general statutory provisions in force in the Borough and nothing herein shall be regarded as dispensing with such compliance.

Access for Fire Brigade: your attention is hereby drawn to the provisions of Section 35 of the East Sussex Act 1981.

This permission does not convey any approval to carry out alterations to the public highway, which will require separate consent from the Highway Authority.

Dated: DRAFT

.....
Leigh Palmer
Senior Specialist Advisor

EAST SUSSEX ACT 1981
SECTION 35

- (1) Except as provided in subsection (2) below, where plans for the erection or extension of a building are deposited with a district council in accordance with building regulations, the district council shall reject the plans unless, after consultation with the Fire Authority, they are satisfied that the plans show:
 - (a) that there will be adequate means of access for the Fire Brigade to the building or, as the case may be, to the building as extended;
 - and
 - (b) that the building or, as the case may be, the extension of the building, will not render inadequate any existing means of access for the Fire Brigade to a neighbouring building.
- (2) No requirement concerning means of access to a building or to a neighbouring building shall be made under this section in the case of a building to be erected or extended in pursuance of a planning permission granted upon an application made under the Act of 1990 unless notice of the provisions of this section is endorsed on or accompanies the planning permission.
- (3) Section 64(2) and section 65(2) to (5) of the Act of 1936; (notice of rejection or passing of plans and enforcement of requirements) shall apply as if this section were a section of the Act of 1936.
- (4) Any person aggrieved by the action of the District Council in rejecting plans under this section may appeal to a Magistrates' court.
- (5) In this section references to the adequacy or inadequacy of means of access for the Fire Brigade shall be construed as reference to a means of access adequate, or, as the case may be, inadequate for use for fire-fighting purposes by means of one or more Fire Brigades and their appliances.

NOTES
TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

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 for the Environment under Section 78 of the Town and Country Planning Act 1990.

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 Planning Inspectorate, Customer Support Unit, Room 306(K) Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN. Telephone: 0117 372 6027/6212. Email: enquiries@planning-inspectorate.gsi.gov.uk

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him 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 the Development Order and to any directions given under the Order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local authority based its decision on a direction given by him.

Purchase Notices

If either the Local Planning Authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

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 his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

SCHEDULE OF CONDITIONS AND REASONS

1. Details of the layout, scale, appearance, access and landscaping, (hereinafter called "the Reserved Matters") for Sites 1, 4, 5, 6, 7 and 8 as defined in the Masterplan (drawing no. 4011/013_0100_OPA) received 19th November 2013 and approved as part of this planning permission, shall be submitted to and approved in writing by the Local Planning Authority before any development begins in relation to each of the Sites and development shall thereafter be carried out as approved.

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

2. Plans and particulars of the Reserved Matters for each Site (1, 4, 5, 6, 7 and 8) referred to in Condition 1, shall be submitted to and approved in writing by the Local Planning Authority and shall be carried out as approved. The plans and particulars that are to be submitted for approval shall be in accordance with the approved drawings received on 19th November 2013:

- i. Site 1 ref Parameter Plans 01(Rev A, dated 3 September 2014)
- ii. Site 4 ref Parameter Plans 02
- iii. Site 5 ref Parameter Plans 03
- iv. Site 6 ref Parameter Plans 04
- v. Site 7 ref Parameter Plans 05
- vi. Site 7a Employment ref Parameter Plans 06
- vii. Site 7b Public Open Space ref Parameter Plans 07
- viii. Site 7c Residential ref Parameter Plans 08
- ix. Site 8 ref Parameter Plans 09

Reason: To comply with Sections 91 and 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

3. Any application for approval of Reserved Matters for Sites 1, 4, 5, and, 7B shall be made to the Local Planning Authority not later than three years from the date of this permission.

Reason: To comply with Sections 91 and 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

4. Any application for approval of Reserved Matters for Sites 7C and 8 shall be made to the Local Planning Authority not later than two years from the date of this permission.

Reason: To comply with Sections 91 and 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

5. Any application for approval of Reserved Matters for Sites 6 and 7A shall be made to the Local Planning Authority not later than ten years from the date of this permission.

Reason: To reflect the strategic nature of this Site and to comply with Sections 91 and 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

6. The development of Sites 1, 4, 5, 7B, 7C and 8 hereby permitted shall be begun either before the expiration of five years from the date of approval of this application or the expiration of two years from the date of the approval of the last of the reserved matters for that site to be approved, whichever is the later.

Reason: To comply with Sections 91 and 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

7. The development of Sites 6 and 7A hereby permitted shall be begun either before the expiration of ten years from the date of approval of this application or the expiration of two years from the date of the approval of the last of the Reserved Matters for that site to be approved, whichever is the later.

Reason: To comply with Sections 91 and 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

8. No demolition, site clearance or building operations on the Sites (1, 4, 5, 6, 7 and 8) shall take place except between the hours of 8.00 a.m. and 6.00 p.m. on Mondays to Fridays and 8.00 a.m. to 1.00 p.m. on Saturdays, and at no time on Sundays or Bank Holidays unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of maintaining the amenities of nearby residents / occupants.

9. The development of residential dwellings (Use Class C3) hereby permitted shall be restricted to Sites 1, 7C and 8 only and shall not exceed more than 150 units in total across these Sites.

Reason: In accordance with Policy B1 and C14 of the Eastbourne Core Strategy Local Plan 2013, and the Sovereign Harbour Supplementary Planning Document 2013.

10. The development of Sites 6, 7a & 4 shall together provide up to a maximum of 20,000 sq.m. of B1 floorspace.

Reason: In accordance with the Eastbourne Core Strategy Local Plan (paragraph 4.2.14) and the emerging Eastbourne Employment Land Local Plan.

Site 1

11. Samples of the materials to be used in the external surfaces of the development of Site 1 shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the associated works. Thereafter the development shall be carried out in accordance with the approved details.

Reason: To ensure that the development is in harmony with the surrounding area.

12. Prior to the first occupation of any residential building on Site 1 as hereby permitted, details of their associated boundary treatments shall be submitted to and approved in writing by the Local Planning Authority. The works shall be undertaken in accordance with the approved details.

Reason: In the interest of the visual appearance and integration of the development into its surroundings.

13. Prior to the commencement of any part of the development of Site 1 hereby permitted, full details of the associated hard and soft landscape proposals for that part of the site shall be submitted to and approved by the Local Planning

Authority. The proposals shall be undertaken in accordance with the approved details.

Reason: In the interests of visual amenity and ecology.

14. No development shall take place on Site 1 until a surface water drainage scheme for the site overall, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year critical storm (including an allowance for climate change) will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include details of how the scheme shall be maintained and managed after completion.

Reason: To reduce the risk of flooding, both on and off site, and to protect the water quality.

15. The reserved matters details to be submitted for Site 1 pursuant to condition 1 of this planning permission shall include details of measures to limit habitat enrichment and encroachment arising from the private gardens of the residential development on the site onto the adjoining public open space on Site 1. The measures shall be implemented in accordance with the approved details.

Reason: In the interest of demarcating the public and private areas of the site.

16. Landscape details submitted pursuant to condition 1 for Site 1 shall include details of the species and size of any hedging and trees proposed on the site.

Reason: To enhance the appearance of the development in the interest of the visual amenity of the area.

17. Any planting, seeding or turfing included within the approved landscaping scheme for Site 1 shall be carried out in the first planting and seeding seasons as relevant following the:

- laying out of the public open space on the site;
- occupation of any residential building for which associated landscape planting is to be provided.

Any trees or plants which within a period of 5 years from the completion of the associated landscape works on the related part of Site 1 are removed or become seriously damaged or diseased shall be replaced in the next planting season and with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

All hard landscaping and means of enclosure on Site 1 shall be completed before either the associated building is first occupied or the associated public open space is first open to the public.

Reason: To enhance the appearance of the development in the interest of the visual amenity of the area.

18. Prior to the commencement of the approved development of Site 1 details of flood resilience measures shall be submitted and approved in writing by the Local

Planning Authority and shall include details of minimum finished floor levels and a suitable development design to manage risk from drainage system exceedance events and from possible overtopping of flood/sea/harbour defences as appropriate to the site's location. Ground floor uses shall be generally restricted to parking and less vulnerable uses in accordance with the submitted Flood Risk Assessment (FRA, Section 6, Flood Risk Management) received 19th November 2013.

Reason: To reduce flood risk and to ensure a satisfactory relationship with surrounding properties.

19. The layout details to be submitted pursuant to Condition 1 for Site 1 shall provide for future maintenance access to both the sea defences and the Outer Harbour walls that adjoin the site. The development shall thereafter be implemented in accordance with approved details.

Reason: in the interest of maintaining flood protection measures.

20. No development approved by this planning permission shall take place on Site 1 until a remediation strategy that includes the components set out below to deal with the risks associated with potential contamination of the site has been submitted to and approved in writing by the Local Planning Authority:

1. A preliminary risk assessment which has identified:
 - All previous uses
 - Potential contaminants associated with those uses
 - A conceptual model of the site indicating contamination sources, pathways and receptors
 - Potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme based on (1) above to provide information for a detailed assessment of the risk of all receptors that may be affected including those off site.
3. The results of the site investigation and the detailed risk assessment referred to in (2) above and, based on these, an options appraisal and remediation strategy giving full details of any remediation measures required and how they are to be undertaken.
4. A verification plan, as required, providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) above are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
5. Any changes to these components will require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: In the interest of ensuring any contamination that may be present as a result of the historical use(s) of the site are identified and remediated.

21. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting or modifying that Order), no buildings, structures, boundary walls or fences of any kind shall be erected within the curtilages of residential dwellings hereby permitted on Site 1 and no windows, dormer windows, doors or openings of any

kind shall be constructed in dwellings on the site without the prior approval in writing of the Local Planning Authority.

Reason: To prevent the over-development of the site, to safeguard the privacy of occupiers of adjoining properties and in the interest of the visual amenity of the area.

22. No part of Site 1 shall be developed for residential use until details have been submitted to and approved in writing by the Local Planning Authority of the provision to be made for (1) the storing of domestic refuse and recycling and (2) for access to the refuse stores by the future occupiers of that part of the Site and by collection vehicles to the refuse stores.

Reason: To ensure the provision of satisfactory facilities for the storage of refuse and recycling.

23. Prior to the commencement of development of Site 1 a Construction Traffic Management Scheme for the Site shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority. This shall include the size of vehicles, routing of vehicles and hours of operation.

Reason: In the interests of highway safety and for the benefit and convenience of the public at large.

24. New estate roads within Site 1 shall be designed and constructed to a standard approved by the Local Planning Authority in accordance with the Highway Authority's standards with a view to their subsequent adoption as a publicly maintained highway.

Reason: In the interest of highway safety.

25. Prior to the commencement of development of Site 1 details of the proposed surface water drainage to prevent the discharge of surface water from the site onto the public highway and, similarly, to prevent the discharge of surface water from the highway onto the site, shall be submitted to the Local Planning Authority for approval in consultation with the Highway Authority.

Reason: In the interest of highway safety.

26. Prior to the commencement of development on any part of Site 1, detailed drawings, including levels, sections and constructional details of the proposed roads, surface water drainage, outfall disposal and street lighting to be provided for that part of the site, shall be submitted to the Local Planning Authority.

Reason: In the interest of highway safety.

27. During any form of earthworks and/or excavations that are carried out as part of the development of Site 1, suitable vehicle wheel washing equipment shall be provided as required within the site, to the approval of the Local Planning Authority, to prevent contamination and damage to the adjacent roads.

Reason: In the interests of highway safety and for the benefit of the public at large.

28. No part of Site 1 hereby permitted shall be occupied until its associated vehicle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the safety of persons and vehicles entering and leaving the Site.

29. No part of Site 1 hereby permitted shall be occupied until its associated cycle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Local Planning Authority.

Reason: In order that the development site is accessible by non car modes and to meet the objectives of sustainable development.

30. Before construction of a residential building commences on Site 1, the new estate roads that serve the building shall be completed to base course level, together with the associated surface water and foul sewers and mains services.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

31. Any roads that form part of the development for Site 1 hereby permitted that are not to be offered for adoption shall be laid out and constructed to standards at, or at least close to, adoption standards.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

32. Details of the proposed noise insulation of the residential properties to be developed on any part of Site 1 shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development of that part of the Site. The insulation shall thereafter be installed in accordance with the approved details prior to the first occupation of each dwelling.

Reason: In the interest of the amenity of future occupiers of the dwellings.

33. The development hereby approved for Site 1 shall not contribute to onsite contamination.

Reason: In the interest of preventing any further contamination of Site 1.

34. Details of signage to be provided on Site 1 that indicates the direction to the existing seafront promenade, the Outer Harbour walkway and The Waterfront shall be submitted to and approved in writing by Local Planning Authority. The signage shall be provided in accordance with the approved details.

Reason: In order to meet the objectives of sustainable development.

35. Details of any temporary structures or hoardings that are to be provided during the development of Site 1 shall be submitted to and approved in writing by the Local Planning Authority prior to their installation on the site. The proposals shall be carried out in accordance with the approved details.

Reason: In the interest of the visual amenity of the area.

36. Before the construction of a residential building on Site 1 is commenced, details of bird deterrent measures for that building shall be submitted to and approved by the Local Planning Authority. The approved measures shall be implemented before each residential building is first occupied.

Reason: In the interest of the amenities of neighbouring residents.

37. No bonfires or burning of materials shall take place on Site 1 at any time.

Reason: In the interest of the residential amenity of the area.

38. Details of the location and design of interpretation/information boards relating to the ecological value of Site 1 shall be submitted to and approved in writing by the Local Planning Authority. The boards shall be installed in accordance with the approved details.

Reason: To protect the ecological value of the site.

39. In accordance with approved drawing ref. Parameter Plans 01, approximately two-thirds of Site 1 shall be retained as public open space. The calculation of public open space within the site shall include all areas that will be accessible to the general public including public access points and links within the site but excluding the proposed new street for vehicle access and pedestrian/cycle route labelled B on the Parameter Plan 01.

Reason: To ensure appropriate public open space provision.

40. Residential development on Site 1 shall not exceed more than 72 residential dwellings in total (Use Class C3).

Reason: To ensure the overall total number of residential dwellings provided across Sites 1, 7C and 8 does not exceed 150 units in total.

41. Prior to the commencement of any works on Site 1 details of pedestrian and cycle linkages that will be provided within the site and that will promote connections with existing routes including with the adjoining seafront promenade and with the wider area of Sovereign Harbour shall be submitted to and approved by the Local Planning Authority. The linkages shall be provided in accordance with approved details.

Reason: In the interests of pedestrian and highway safety and sustainable development.

42. No occupation of any part of the development hereby permitted on Site 1 shall take place until a verification report demonstrating completion of works set out in the site remediation report required pursuant to condition 20 of this planning permission and the effectiveness of any remediation undertaken has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that any required remediation is satisfactorily completed.

43. If, during development of Site 1, contamination not previously identified is found to be present at the Site then no further development on that part of the Site (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and written approval for the associated strategy has been obtained from the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: In order to ensure that all site contamination is dealt with in an appropriate way in the interest of maintaining the quality of the local water sources.

44. No infiltration of surface water drainage into the ground is permitted other than with the express consent of the Local Planning Authority which may be given for those parts of Site 1 where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development of Site 1 shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that surface water drainage from the proposed development does not result in the deterioration in quality of controlled waters.

45. Piling or any other foundation designs using penetrative methods shall not be permitted for the development of Site 1 hereby permitted except with the express written consent of the Local Planning Authority, which may be given for those

parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To prevent the contamination of underground water supplies.

46. Construction of the development of Site 1 hereby permitted shall not commence until details of the proposed means of foul sewerage and surface water disposal have been submitted to and approved in writing by the Local Planning Authority in consultation with Southern Water.

Reason: In the interest of flooding prevention.

47. The development of Site 1 hereby permitted shall not be occupied or brought into first use until a turning space for vehicles has been provided and constructed in accordance with details that are first to be submitted to and approved in writing by the Local Planning Authority. The turning space shall thereafter be retained for that use and shall not be used for any other purpose.

Reason: to ensure the safety of persons and vehicles entering and leaving the site and proceeding along the highway.

Site 4

48. No development shall take place on any part of Site 4 until samples of the materials to be used in the external surfaces of that part of the development have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details.

Reason: To ensure that the development is in harmony with the surrounding area.

49. No development shall take place on Site 4 until full details of both hard and soft landscape proposals for the site have been submitted to and approved by the Local Planning Authority. The proposals shall be undertaken in accordance with the approved details.

Reason: in the interests of visual amenity and ecology.

50. Any planting, seeding or turfing included in the approved landscape scheme for any part of Site 4 shall be carried out in the first planting and seeding seasons following the first occupation of a building on that part of the site or the completion of the development of that area, whichever is sooner. Any trees or plants which within a period of 5 years from the completion of landscape works on an individual part of Site 4 are removed or become seriously damaged or diseased shall be replaced in the next planting season and with others of similar size and species, unless the Local Planning Authority gives written consent to any variation. All hard landscaping and means of enclosure that form part of a building on Site 4 shall be completed before that building is first occupied.

Reason: To enhance the appearance of the development in the interest of the visual amenity of the area.

51. The reserved matters details to be submitted for Site 4 pursuant to condition 1 of this permission shall include details for future maintenance access to the Harbour walls adjoining the site.

Reason: In the interest of maintaining flood defences.

52. No development approved by this planning permission shall take place on Site 4 until a remediation strategy that includes the components set out below to deal

with the risks associated with potential contamination of the site has been submitted to and approved in writing by the Local Planning Authority:

1. A preliminary risk assessment which has identified:
 - All previous uses
 - Potential contaminants associated with those uses
 - A conceptual model of the site indicating contamination sources, pathways and receptors
 - Potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme based on (1) above to provide information for a detailed assessment of the risk of all receptors that may be affected including those off site.
3. The results of the site investigation and the detailed risk assessment referred to in (2) above and, based on these, an options appraisal and remediation strategy giving full details of any remediation measures required and how they are to be undertaken.
4. A verification plan, as required, providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) above are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
5. Any changes to these components will require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: In the interest of ensuring any contamination that may be present as a result of the historical use(s) of the site are identified and remediated.

53. No development shall commence on any part of Site 4 until details have been submitted to and approved in writing by the Local Planning Authority of the provision to be made for the storage of refuse and recycling for that part of the site and for access to the refuse stores by its occupiers and by collection vehicles to it.

Reason: To ensure the provision of satisfactory facilities for the storage of refuse and recycling.

54. No development shall take place on Site 4 until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year critical storm (including an allowance for climate change) will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include details of how the scheme shall be maintained and managed after completion.

Reason: To reduce the risk of flooding, both on and off site, and to protect the water quality.

55. Prior to the commencement of development on Site 4 a Construction Traffic Management Scheme shall be submitted to and approved by the Local Planning

Authority in consultation with the Highway Authority. This shall include the size of vehicles, routing of vehicles and hours of operation.

Reason: in the interest of highway safety and for the benefit and convenience of the public at large.

56. Prior to the commencement of development on any part of Site 4, detailed drawings, including levels, sections and construction details of the proposed roads, surface water drainage, outfall disposal and street lighting to be provided on that part of the site, shall be submitted to the Planning Authority. The proposals shall be carried out in accordance with the approved details.

Reason: In the interest of highway safety

57. During any form of earthworks and/or excavations that are carried out as part of the development of Site 4, suitable vehicle wheel washing equipment shall be provided within the site as required, to the approval of the Planning Authority, to prevent contamination and damage to the adjacent roads.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

58. No part of Site 4 shall be occupied until its associated on-site vehicle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the safety of persons and vehicles entering and leaving the access and proceeding along the highway.

59. No part of Site 4 shall be occupied until its associated cycle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Local Planning Authority.

Reason: In order that the development site is accessible by non car modes and to meet the objectives of sustainable development.

60. Roads within Site 4 that are not to be offered for adoption should be laid out and constructed to standards at, or at least close to, adoption standards.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

61. A lighting strategy for the public open space on Site 4 shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of works on the public open space. The Strategy shall be implemented in accordance with the approved details. Thereafter no additional lighting shall be installed within the public open space unless first approved by the Local Planning Authority.

Reason: In the interest of the residential amenity of the area.

62. Prior to the first operational use of any commercial unit(s) hereby permitted on Site 4 a signage strategy for the display of proposed external advertisements on the unit(s) shall be submitted to and approved in writing by the Local Planning Authority. The signage strategy shall thereafter be implemented in accordance with the approved details.

Reason: in the interest of the visual harmony of the area and of the amenity of other nearby occupiers.

63. Except with the express written consent of the Local Planning Authority, all operations located within Site 4 and falling within Use Classes A5 shall only be open to the general public between 7am and 11pm on Mondays to Sundays.
Reason: In the interest of the residential amenity of the area.

64. The development hereby approved for Site 4 shall not contribute to onsite contamination.
Reason: In the interest of preventing any further contamination of Site 4.

65. No external plant or machinery (including air conditioning, refrigeration and extraction equipment) shall be erected on Site 4 without the prior approval of the Local Planning Authority. The details to be approved shall include predicted noise output levels. The development shall be carried out in accordance with the approved details.
Reason: In the interest of the amenity of neighbouring and nearby residents and other occupiers.

66. Details of any temporary structures or hoardings that are to be provided during the development of Site 4 shall be submitted to and approved in writing by the Local Planning Authority prior to their installation on the site. The proposals shall be carried out in accordance with the approved details.
Reason: In the interest of the visual amenity of the area.

67. Before construction of an approved building is commenced on Site 4, details of bird deterrent measures for that building shall be submitted to and approved by the Local Planning Authority. The approved measures shall be implemented before the building is first occupied.
Reason: In the interest of the amenities of neighbouring occupiers.

68. No bonfires or burning of materials shall take place on Site 4 at any time.
Reason: In the interest of the residential amenity of the area.

69. Prior to the commencement of any works on Site 4 details of the pedestrian and cycle linkages that will be provided within the site and that will promote connections with the rest of the Harbour including with the Sovereign Harbour Retail Park and The Waterfront are to be submitted to and approved by the Local Planning Authority. The linkages shall be provided in accordance with the approved details.
Reason: In the interests of pedestrian and highway safety.

70. No occupation of any part of the permitted development on Site 4 shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy required pursuant to condition 52 and the effectiveness of the remediation has been submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.
Reason: To ensure that any remediation, if deemed necessary is satisfactorily completed.

71. If, during the development of Site 4, contamination not previously identified is found to be present at the Site then no further development on that part of the Site (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and written approval for the associated strategy has been obtained from the Local Planning Authority. The remediation strategy shall be implemented as approved.
Reason: In order to ensure that all site contamination is dealt with in an appropriate way in the interest of maintaining the quality of the local water sources.

72. No infiltration of surface water drainage into the ground is permitted other than with the express consent of the Local Planning Authority which may be given for those parts of Site 4 where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development of Site 4 shall thereafter be carried out in accordance with the approved details.
Reason: To ensure that surface water drainage from the proposed development does not result in the deterioration in quality of controlled waters.

73. Piling or any other foundation designs using penetrative methods shall not be permitted for the development of Site 4 hereby permitted except with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.
Reason: To prevent the contamination of underground water supplies.

74. Construction of the development of Site 4 hereby permitted shall not commence until details of the proposed means of foul sewerage and surface water disposal have been submitted to and approved in writing by the Local Planning Authority in consultation with Southern Water.
Reason: In the interest of flooding prevention.

75. The development of Site 4 shall not be occupied until a turning space for vehicles has been provided and constructed in accordance with details that are first to be submitted to and approved in writing by the Local Planning Authority. The turning space shall thereafter be retained for that use and shall not be used for any other purpose.
Reason: to ensure the safety of persons and vehicles entering and leaving the site and proceeding along the highway.

Site 5

76. No development shall take place on Site 5 until samples of the materials to be used in the external surfaces of the development have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details.
Reason: To ensure that the development is in harmony with the surrounding area.

77. No development shall take place on Site 5 until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year critical storm (including an allowance for climate

change) will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include details of how the scheme shall be maintained and managed after completion.

Reason: To reduce the risk of flooding, both on and off site, and to protect the water quality.

78. Any planting, seeding or turfing included in the approved landscape scheme for Site 5 shall be carried out in the first planting and seeding seasons following the first occupation of a building on the site or the completion of the development, whichever is sooner. Any trees or plants which within a period of 5 years from the completion of landscape works on Site 5 are removed or become seriously damaged or diseased shall be replaced in the next planting season and with others of similar size and species, unless the Local Planning Authority gives written consent to any variation. All hard landscaping and means of enclosure that form part of a building on Site 5 shall be completed before that building is first occupied.

Reason: To enhance the appearance of the development in the interest of the visual amenity of the area.

79. No development approved by this planning permission shall take place on Site 5 until a remediation strategy that includes the components set out below to deal with the risks associated with potential contamination of the site has been submitted to and approved in writing by the Local Planning Authority:

1. A preliminary risk assessment which has identified:
 - All previous uses
 - Potential contaminants associated with those uses
 - A conceptual model of the site indicating contamination sources, pathways and receptors
 - Potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme based on (1) above to provide information for a detailed assessment of the risk of all receptors that may be affected including those off site.
3. The results of the site investigation and the detailed risk assessment referred to in (2) above and, based on these, an options appraisal and remediation strategy giving full details of any remediation measures required and how they are to be undertaken.
4. A verification plan, as required, providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) above are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
5. Any changes to these components will require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: In the interest of ensuring any contamination that may be present as a result of the historical use(s) of the site are identified and remediated.

80. No development shall take place on Site 5 until full details of both hard and soft landscape proposals for the site have been submitted to and approved by the Local Planning Authority. The proposals shall be undertaken in accordance with the approved details.

Reason: In the interests of visual amenity and ecology.

81. Prior to the commencement of development on Site 5 a Construction Traffic Management Scheme shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority. This shall include the size of vehicles, routing of vehicles and hours of operation.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

82. Prior to the commencement of development of Site 5 details of the proposed surface water drainage to prevent the discharge of surface water from the proposed site onto the public highway and, similarly, to prevent the discharge of surface water from the highway onto the site shall be submitted to the Local Planning Authority for approval in consultation with the Highway Authority.

Reason: In the interest of highway safety

83. Prior to the commencement of development of Site 5, detailed drawings, including levels, sections and constructional details of the proposed roads, surface water drainage, outfall disposal and street lighting to be provided, shall be submitted to the Planning Authority.

Reason: In the interest of highway safety

84. During any form of earthworks and/or excavations that are carried out as part of the development of Site 5, suitable vehicle wheel washing equipment should be provided within the site as required, to the approval of the Planning Authority, to prevent contamination and damage to the adjacent roads.

Reason: In the interests of highway safety and for the benefit of the public at large.

85. The development on Site 5 shall not be occupied until vehicle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Planning Authority.

Reason: To ensure the safety of persons and vehicles entering and leaving the access and proceeding along the highway.

86. The development on Site 5 shall not be occupied until cycle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Local Planning Authority.

Reason: In order that the development site is accessible by non car modes and to meet the objectives of sustainable development.

87. The development hereby approved for Site 5 shall not contribute to onsite contamination.

Reason: In the interest of preventing any further contamination of Site 5.

88. No external plant or machinery (including air conditioning, refrigeration and extraction equipment) shall be erected on Site 5 without the prior approval of the Local

Planning Authority. The details of any plant or machinery to be approval shall include predicted noise output levels. The development shall be carried out in accordance with the approved details.

Reason: In interest of the amenity of neighbouring and nearby residents and other occupiers.

89. Details of any temporary structures or hoardings that are to be provided during the development of Site 5 shall be submitted to and approved in writing by the Local Planning Authority prior to their installation on the site. The proposals shall be carried out in accordance with the approved details.

Reason: In the interest of the visual amenity of the area.

90. No bonfires or burning of materials shall take place on Site 5 at any time.

Reason: In the interest of the residential amenity of the area.

91. The community hall building hereby permitted on Site 5 shall not be open to the public outside the following times: 07.00am and 10.00pm Monday to Sunday including Bank Holidays.

Reason: In the interest of the residential amenity of the area.

92. Notwithstanding the provisions of the Town and Country Planning (Uses Classes) Order 1987 (or any order revoking or re-enacting that order with or without modification), the building to be constructed on Site 5 in accordance with this permission shall be used for a community hall building only (Use Class D1) and for no other purpose whatsoever.

Reason: To ensure the provision of a community hall building is retained for that use in the interest of ensuring a sustainable local community.

93. Prior to the first occupation of the community hall building on Site 5 full details of the boundary treatments of the building and of the remainder of the site shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the appropriate demarcation of the public open space on Site 5.

94. Prior to the commencement of any works on Site 5 details of the pedestrian and cycle linkages that will be provided within the site and that will promote connections with the rest of the Harbour including with the Sovereign Harbour Retail Park and The Waterfront are to be submitted to and approved by the Local Planning Authority. The linkages shall be provided in accordance with the approved details.

Reason: In the interests of pedestrian and highway safety.

95. No occupation of any part of the permitted development on Site 5 shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy required pursuant to condition 79 and the effectiveness of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To ensure that any remediation, if deemed necessary, is satisfactorily completed.

96. If, during development of Site 5, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and written approval for the associated strategy has been obtained from the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: In order to ensure that all site contamination is dealt with in an appropriate way in the interest of maintaining the quality of the local water sources.

97. No infiltration of surface water drainage into the ground is permitted other than with the express consent of the Local Planning Authority which may be given for those parts of Site 5 where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development of Site 5 shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that surface water drainage from the proposed development does not result in the deterioration in quality of controlled waters.

98. Piling or any other foundation designs using penetrative methods shall not be permitted for the development of Site 5 hereby permitted except with the express written consent of the Local Planning Authority; which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details.

Reason: To prevent the contamination of underground water supplies.

99. Construction of the development of Site 5 hereby permitted shall not commence until details of the proposed means of foul sewerage and surface water disposal have been submitted to and approved in writing by the Local Planning Authority in consultation with Southern Water.

Reason: In the interest of flooding prevention.

100. The development of Site 5 shall not be occupied or brought into use as hereby permitted until a turning space for vehicles has been provided and constructed in accordance with details that are first to be submitted to and approved in writing by the Local Planning Authority. The turning space shall thereafter be retained for that use and shall not be used for any other purpose.

Reason: To ensure the safety of persons and vehicles entering and leaving the site and proceeding along the highway.

Site 6

101. No development shall take place on any part of Site 6 until samples of the materials to be used in the external surfaces of that part of the development hereby permitted have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details.

Reason: To ensure that the development is in harmony with the surrounding area.

102. No development shall take place on any part of Site 6 until full details of both hard and soft landscape proposals for that area have been submitted to and approved by the Local Planning Authority. The proposals shall be undertaken in accordance with the approved details.

Reason: In the interests of visual amenity and ecology.

103. To avoid disturbance to nesting birds, any removal of scrub and / or trees on Site 6 that could provide nesting habitat is to be carried out outside the breeding season (March to August) unless a nesting bird check is carried out and submitted and approved in writing by the Local Planning Authority.

Reason: To safeguard the protection of wild birds.

104. Prior to commencement of works, a site specific reptile mitigation strategy shall be submitted to and approved in writing by the Local Planning Authority in accordance with the Sovereign Harbour Ecology and Biodiversity Statement (22 October 2013) received 19th November 2013 and thereafter implemented in accordance with the approved details to the satisfaction of the Local Planning Authority.

Reason: To safeguard protected species.

105.

The reserved matter details to be submitted for Site 6 pursuant to condition 1 of this permission shall in consultation with the relevant statutory gas network provider(s) demonstrate how the development of the Site shall satisfactorily relate to the adjoining gas pipeline (Southern Gas Network ref. 2299 Mill Road/Cooden (GM9)

Reason: To ensure development is safely located in proximity to the gas pipeline.

106. No development shall commence on any part of Site 6 until fences required for the protection of trees that are to be retained and that may be impacted upon by the development have been erected in accordance with a scheme which has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be in accordance with British Standard 5837:2012 and shall include details of any proposed works to the earth bund associated with Tree Preservation Order no.77. Tree protection fences shall be retained until completion of the relevant construction works. No vehicles, plant or materials shall be driven or placed within the areas enclosed by such fences.

Reason: To protect trees which are to be retained on the site in the interest of the visual amenity of the area.

107. Details of all works to or affecting trees on or adjoining Site 6 shall be submitted to and approved by the Local Planning Authority, and shall be carried out in accordance with the relevant recommendations of British Standard 5837:2012

Reason: In the interest of maintaining the health and vitality of the retained trees and hedgerows which add to the character and amenity of the site and surrounding area.

108. Landscape details submitted pursuant to condition 1 for Site 6 shall include details of the species and size of any hedging and trees proposed for the site.

Reason: To enhance the appearance of the development in the interest of the visual amenity of the area.

109. Any planting, seeding or turfing included in the approved landscape scheme for any part of Site 6 shall be carried out in the first planting and seeding seasons following the first occupation of a building on that part of the site or the completion of the development of that area, whichever is sooner. Any trees or plants which within a period of 5 years from the completion of landscape works on an individual part of Site 6 are removed or become seriously damaged or diseased shall be replaced in the next planting season and with others of similar size and species, unless the Local Planning Authority gives written consent to any variation. All hard landscaping and means of enclosure that form part of an individual building plot within Site 6 shall be completed before that building is first occupied.

Reason: To enhance the appearance of the development in the interest of the visual amenity of the area.

110. No development approved by this planning permission shall take place on Site 6 until a remediation strategy that includes the components set out below to deal with the risks associated with potential contamination of the site has been submitted to and approved in writing by the Local Planning Authority:

1. A preliminary risk assessment which has identified:
 - All previous uses
 - Potential contaminants associated with those uses
 - A conceptual model of the site indicating contamination sources, pathways and receptors
 - Potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme based on (1) above to provide information for a detailed assessment of the risk of all receptors that may be affected including those off site.
3. The results of the site investigation and the detailed risk assessment referred to in (2) above and, based on these, an options appraisal and remediation strategy giving full details of any remediation measures required and how they are to be undertaken.
4. A verification plan, as required, providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) above are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
5. Any changes to these components will require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: In the interest of ensuring any contamination that may be present as a result of the historical use(s) of the site are identified and remediated.

111. No development shall commence on any part of Site 6 until details have been submitted to and approved in writing by the Local Planning Authority of the provision to be made for the storing of refuse and recycling within that part of the site and for access to the refuse stores by the occupiers of its buildings and by their collection vehicles.

Reason: To ensure the provision of satisfactory facilities for the storage of refuse and recycling.

112. No development shall take place on Site 6 until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year critical storm (including an allowance for climate change) will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include details of how the scheme shall be maintained and managed after completion.

Reason: To reduce the risk of flooding, both on and off site, and to protect the water quality.

113. Prior to the commencement of development on Site 6 a Construction Traffic Management Scheme shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority. This shall include the size of vehicles, routing of vehicles and hours of operation. (Given the restrictions of the access and the approach road, the hours of delivery/collection should avoid peak traffic flow times).

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

114. New estate roads within Site 6 shall be designed and constructed to a standard approved by the Planning Authority in accordance with Highway Authority's standards with a view to their subsequent adoption as a publicly maintained highway.

Reason: In the interest of highway safety

115. Prior to the commencement of development on Site 6 details of the proposed surface water drainage to prevent the discharge of surface water from the proposed site onto the public highway and, similarly, to prevent the discharge of surface water from the highway onto the site shall be submitted to the Local Planning Authority for approval in consultation with the Highway Authority.

Reason: In the interest of highway safety.

116. Prior to the commencement of development on any part of Site 6, detailed drawings for that area, including levels, sections and constructional details of the proposed roads, surface water drainage, outfall disposal and street lighting to be provided, shall be submitted to the Planning Authority.

Reason: In the interest of highway safety.

117. During any form of earthworks and/or excavations that are carried out as part of the development of Site 6, suitable vehicle wheel washing equipment shall be provided within the site as required, to the approval of the Planning Authority, to prevent contamination and damage to the adjacent roads.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

118. No development on Site 6 as hereby approved shall be occupied until its associated vehicle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Planning Authority.
Reason: To ensure the safety of persons and vehicles entering and leaving the access and proceeding along the highway.

119. No development on Site 6 as hereby approved shall be occupied until its associated cycle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Planning Authority.
Reason: In order that the development site is accessible by non car modes and to meet the objectives of sustainable development.

120. Any roads that form part of the development for Site 6 hereby permitted that are not to be offered for adoption shall be laid out and constructed to standards at, or at least close to, adoption standards.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

121. The development hereby approved for Site 6 shall not contribute to on site contamination.

Reason: To ensure there is no additional contamination to Site 6.

122. No works shall be undertaken to the shingle mound adjoining Site 6 unless otherwise agreed in writing by the Local Planning Authority.

Reason: To protect the integrity of the shingle mound.

123. No external plant or machinery (including air conditioning, refrigeration and extraction equipment) shall be erected on Site 6 without the prior approval of the Local Planning Authority. The details to be approval shall include predicted noise output levels. The development shall be carried out in accordance with the approved details.

Reason: In interest of the amenity of neighbouring and nearby residents and other occupiers.

124. Details of any temporary structures or hoardings that are to be provided during the development of Site 6 shall be submitted to and approved in writing by the Local Planning Authority prior to their installation on the site. The proposals shall be carried out in accordance with the approved details.

Reason: In the interest of the visual amenity of the area.

125. No bonfires or burning of materials shall take place on Site 6 at any time.

Reason: In the interest of the amenity of neighbouring occupants.

126. Prior to the commencement of any works on Site 6 details of the pedestrian and cycle linkages that will be provided within the site and that will promote connections with the rest of the Harbour including with the Sovereign Harbour Retail Park and The Waterfront are to be submitted to and approved by the Local Planning Authority.

Reason: In the interests of pedestrian and highway safety.

127. No occupation of any part of the permitted development on Site 6 shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy required pursuant to condition 110 and the effectiveness of the remediation has been submitted to and approved, in writing,

by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To ensure that any remediation, if deemed necessary, is satisfactorily completed.

128. If, during development of Site 6, contamination not previously identified is found to be present at the Site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out on that part of the Site until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and written approval for the associated strategy has been obtained from the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: In order to ensure that all site contamination is dealt with in an appropriate way in the interest of maintaining the quality of the local water sources.

129. No infiltration of surface water drainage into the ground is permitted other than with the express consent of the Local Planning Authority which may be given for those parts of Site 6 where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development of Site 6 shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that surface water drainage from the proposed development does not result in the deterioration in quality of controlled waters.

130. Piling or any other foundation designs using penetrative methods shall not be permitted for the development of Site 6 hereby permitted except with the express written consent of the Local Planning Authority; which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To prevent the contamination of underground water supplies.

131. Construction of the development of Site 6 hereby permitted shall not commence until details of the proposed means of foul sewerage and surface water disposal have been submitted to and approved in writing by the Local Planning Authority in consultation with Southern Water.

Reason: In the interest of flooding prevention.

132. The development of Site 6 shall not be occupied or brought into use as hereby permitted until a turning space for vehicles has been provided and constructed in accordance with details that are first to be submitted to and approved in writing by the Local Planning Authority. The turning space shall thereafter be retained for that use and shall not be used for any other purpose.

Reason: To ensure the safety of persons and vehicles entering and leaving the site and proceeding along the highway.

Site 7

133. Development shall not take place on any part of Site 7 until samples of the materials to be used in the external surfaces of that part of the development have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details.

Reason: To ensure that the development is in harmony with the surrounding area.

134. No development shall take place on any part of Site 7 until full details of both hard and soft landscape proposals for that part of the development have been submitted to and approved by the Local Planning Authority. The proposals shall be undertaken in accordance with the approved details.

Reason: In the interests of visual amenity and ecology

135. Prior to commencement of works on Site 7 area A, B or C as indicated on plan ref Site 7 Parameter Plans 05, a site specific reptile mitigation strategy for that part of the site shall be submitted to and approved in writing by the Local Planning Authority in accordance with the Sovereign Harbour Ecology and Biodiversity Statement (22 October 2013) received 19th November 2013 and thereafter implemented in accordance with the approved details to the satisfaction of the Local Planning Authority.

Reason: To safeguard protected species.

136.

The reserved matter details to be submitted for Site 7 pursuant to condition 1 of this permission shall in consultation with the relevant statutory gas network provider(s) demonstrate how the development of the Site shall satisfactorily relate to the adjoining gas pipeline (Southern Gas Network ref. 2299 Mill Road/Cooden (GM9) Reason: To ensure development is safely located in proximity to the gas pipeline.

137. No development shall commence on any part of Site 7 until fences for the protection of trees that are to be retained and that may be impacted upon by that part of the development have been erected in accordance with a scheme which has been submitted to and approved in writing by the Local Planning Authority.

The scheme as submitted shall be in accordance with British Standard 5837:2012. If the x3 Poplars that are located within Site 7 on the junction of Pevensy Bay Road and Pacific Drive are to be retained, a 2.4m high protective hoarding will be located around those trees. Any tree protection fences and hoarding shall be retained until completion of the associated construction works and no vehicles, plant or materials shall be driven or placed within the areas enclosed by such fences.

Reason: to protect trees which are to be retained on the site in the interest of the visual amenity of the area.

138. No bonfires or burning of materials shall take place on Site 7 at any time.

Reason: In the interest of the character and amenity of the area.

139. Details of all works to or affecting trees on or adjoining Site 7 shall be submitted to and approved by the Local Planning Authority, and shall be carried out in accordance with the relevant recommendations of British Standard 5837:2012

Reason: In the interest of maintaining the health and vitality of the retained trees and hedgerows which add to the character and amenity of the site and surrounding area.

140. No development shall take place on Site 7 area A, B or C until a surface water drainage scheme for that part of the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy for each part of the site should demonstrate that the surface water run-off generated up to and including the 1 in 100 year critical storm (including an allowance for climate change) will not exceed the run-off from the equivalent part of the site if it remained undeveloped following the corresponding rainfall event. The scheme for each part of Site 7 shall subsequently be implemented in accordance with the approved details before the development of that part of the site is completed. The scheme(s) shall also include details of how the scheme(s) shall be maintained and managed after completion.
Reason: To reduce the risk of flooding, both on and off site, and to protect the water quality.

141. Landscape details submitted pursuant to condition 1 for Site 7 shall include details of the species and size of any hedging and trees proposed for the site.
Reason: To enhance the appearance of the development in the interest of the visual amenity of the area.

142. Any planting, seeding or turfing included in the approved landscape schemes for Site 7 area A, B or C shall be carried out in the first planting and seeding seasons as relevant following:

- The first occupation of the part of Site 7 area A, B or C that has been developed or the full completion of the development of Site 7 area A, B or C, whichever is sooner.

Any trees or plants which within a period of 5 years from the completion of the individual landscape works on Site 7 A, B and C are removed or become seriously damaged or diseased shall be replaced in the next planting season and with others of similar size and species, unless the Local Planning Authority gives written consent to any variation. All hard landscaping and means of enclosure that form part of an individual building plot within Site 7 shall be completed before that building is first occupied.

Reason: To enhance the appearance of the development in the interest of the visual amenity of the area.

143. No development approved by this planning permission shall take place on Site 7 area A, B or C until a remediation strategy that includes the components set out below to deal with the risks associated with contamination of that part of the site has been submitted to and approved in writing by the Local Planning Authority:

1. A preliminary risk assessment which has identified:
 - All previous uses
 - Potential contaminants associated with those uses
 - A conceptual model of the site indicating contamination sources, pathways and receptors
 - Potentially unacceptable risks arising from contamination at the site.

2. A site investigation scheme based on (1) above to provide information for a detailed assessment of the risk of all receptors that may be affected including those off site.
3. The results of the site investigation and the detailed risk assessment referred to in (2) above and, based on these, an options appraisal and remediation strategy giving full details of any remediation measures required and how they are to be undertaken.
4. A verification plan, as required, providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) above are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
5. Any changes to these components will require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: In the interest of ensuring any contamination that may be present as a result of the historical use(s) of the site are identified and remediated.

144. Prior to the commencement of development on Site 7 area A, B or C a Construction Traffic Management Scheme for that part of the site shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority. This shall include the size of vehicles, routing of vehicles and hours of operation.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

145. New estate roads within Site 7 shall be designed and constructed to a standard approved by the Planning Authority in accordance with Highway Authority's standards with a view to their subsequent adoption as a publicly maintained highway.

Reason: In the interest of highway safety

146. Prior to the commencement of development of Site 7 area A, B or C details of the proposed surface water drainage to prevent the discharge of surface water from that part of the site onto the public highway and, similarly, to prevent the discharge of surface water from the highway onto the site shall be submitted to the Local Planning Authority for approval in consultation with the Highway Authority.

Reason: In the interest of highway safety.

147. Prior to the commencement of development on Site 7 area A, B or C, detailed drawings, including levels, sections and constructional details of the proposed roads, surface water drainage, outfall disposal and street lighting to be provided within that part of the site, shall be submitted to the Planning Authority.
Reason: In the interest of highway safety.

148. During any form of earthworks and/or excavations that are carried out as part of the development of Site 7, suitable vehicle wheel washing equipment should be provided within the site as required, to the approval of the Local Planning Authority, to prevent contamination and damage to the adjacent roads.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

149. No part of Site 7 shall be occupied until its associated vehicle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Planning Authority.

Reason: To ensure the safety of persons and vehicles entering and leaving the Site.

150. No part of Site 7 shall be occupied until its associated cycle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Planning Authority.

Reason: In order that the development site is accessible by non car modes and to meet the objectives of sustainable development.

151. The Highway Authority would wish to see any roads within Site 7 that are not to be offered for adoption laid out and constructed to standards at, or at least close to, adoption standards.

Reason: In the interest of highway safety.

152. Details of any temporary structures or hoardings that are to be provided during the development of Site 7 shall be submitted to and approved in writing by the Local Planning Authority prior to their installation on the site. The proposals shall be carried out in accordance with the approved details.

Reason: In the interest of the visual amenity of the area.

153. The development hereby approved for Site 7 shall not contribute to onsite contamination.

Reason: To ensure there is no additional contamination to Site 7.

154. Prior to any works commencing on Site 7 area A, B or C details of the pedestrian and cycle linkages within that part of the site shall be submitted to and approved in writing by the Local Planning Authority. The details shall demonstrate how that area of Site 7 shall connect with the remainder of Site 7 and with the Harbour generally including with the Sovereign Harbour Retail Park and The Waterfront.

Reason: In the interests of pedestrian and highway safety and of sustainable development.

155. No occupation of any part of the development hereby permitted on Site 7 area A, B or C shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy required pursuant to condition 143 for that part of the site and the effectiveness of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report(s) shall include results of sampling and monitoring carried out in accordance with the approved verification plan(s) to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To ensure that any remediation, if deemed necessary, is satisfactorily completed.

156. If, during development of Site 7, contamination not previously identified is found to be present at the site then no further development on that part of the site (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and written approval for the associated strategy has been obtained from the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: In order to ensure that all site contamination is dealt with in an appropriate way in the interest of maintaining the quality of the local water sources.

157. No infiltration of surface water drainage into the ground is permitted other than with the express consent of the Local Planning Authority which may be given for those parts of Site 7 where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development of Site 7 shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that surface water drainage from the proposed development does not result in the deterioration in quality of controlled waters.

158. Piling or any other foundation designs using penetrative methods shall not be permitted for the development of Site 7 hereby permitted except with the express written consent of the Local Planning Authority; which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To prevent the contamination of underground water supplies.

159. Construction of the development of Site 7 area A, B or C hereby permitted shall not commence until details of the proposed means of foul sewerage and surface water disposal for that part of the Site have been submitted to and approved in writing by the Local Planning Authority in consultation with Southern Water.

Reason: In the interest of flooding prevention.

160. The development of Site 7 A or C shall not be occupied or brought into use as hereby permitted until a turning space for vehicles has been provided and constructed for that area of the site in accordance with details to be first submitted to and approved in writing by the Local Planning Authority. The turning spaces shall thereafter be retained for that use and shall not be used for any other purpose.

Reason: To ensure the safety of persons and vehicles entering and leaving the site and proceeding along the highway.

161. The reserved matters submission for Site 7B pursuant to condition 1 of this permission shall include details of a pedestrian access point within the site to facilitate links between the site and a planned improved pedestrian crossing facility over Pacific Drive. The public open space on Site 7B shall not be brought into use until the pedestrian access point within the site has been provided in accordance with the approved details.

Reason: In the interest of pedestrian safety.

162. Prior to the occupation of any building on Site 7A or of any residential property on Site 7C details of its associated boundary treatments shall be submitted to and approved in writing by the Local Planning Authority. The proposals shall be carried out in accordance with the approved details.
Reason: In the interest of the visual appearance and integration of the development into its surroundings.

163. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting or modifying that Order), no buildings, structures, walls or fences of any kind shall be erected within the curtilages of the dwellings hereby permitted on Site 7C and no windows, dormer windows, doors or openings of any kind shall be constructed in the dwellings on the site without the prior approval in writing of the Local Planning Authority.

Reason: To prevent the over-development of the site, to safeguard the privacy of occupiers of adjoining properties and in the interest of the visual amenity of the area.

164. No development shall commence on Site 7C until details have been submitted to and approved in writing by the Local Planning Authority of the provision to be made for the storing of domestic refuse and recycling and for access to the refuse stores by the occupiers of the buildings and by collection vehicles.

Reason: To ensure the provision of satisfactory facilities for the storage of refuse and recycling.

165. Before construction commences on individual building plots on Site 7C, the new estate roads required to access that part of the site shall be completed to base course level, together with the surface water and foul sewers and mains services.

Reason: In the interest of highway safety.

166. Details of the proposed noise insulation of the residential properties to be developed on any part of Site 7C shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development of that part of the Site. The insulation shall thereafter be installed in accordance with the approved details prior to the first occupation of each dwelling.

Reason: In the interest of the amenity of future occupiers of the dwellings.

167. Before the construction of each building on Site 7A and the first residential building on Site 7C is commenced, details of their related bird deterrent measures shall be submitted to and approved by the Local Planning Authority. Thereafter the approved measures shall be implemented before each building is first occupied.
Reason: In the interest of the amenities of neighbouring residents.

168. The Reserved Matters for subsequent approval in relation to the development of Site 7C shall be in accordance with the parameters and principles set out in drawing Site 7 ref Parameter Plans 08 and shall not exceed more than 70 residential dwellings (Use Class C3).

Reason: To ensure the overall total number of residential dwellings provided across Sites 1, 7C and 8 does not exceed 150 units in total.

Site 8

169. No development shall take place on Site 8 until samples of the materials to be used in the external surfaces of the development on the site have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details.
Reason: To ensure that the development is in harmony with the surrounding area.

170. Prior to the first occupation of any part of Site 8 details of proposed boundary treatments across the site shall be submitted to and approved in writing by the Local Planning Authority. The proposals shall be carried out in accordance with the approved details.

Reason: In the interest of the visual appearance and integration of the development into its surroundings.

171. No development shall take place until a surface water drainage scheme for Site 8, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the local planning authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year critical storm (including an allowance for climate change) will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include details of how the scheme shall be maintained and managed after completion.

Reason: To reduce the risk of flooding, both on and off site, and to protect the water quality.

172. The reserved matters details to be submitted for Site 8 pursuant to condition 1 of this permission shall include details of future maintenance access to the harbour walls adjoining the site.

Reason: In the interest of maintaining flood defences.

173. No development approved by this planning permission shall take place on Site 8 until a remediation strategy that includes the components set out below to deal with the risks associated with potential contamination of the site has been submitted to and approved in writing by the Local Planning Authority:

1. A preliminary risk assessment which has identified:
 - All previous uses
 - Potential contaminants associated with those uses
 - A conceptual model of the site indicating contamination sources, pathways and receptors
 - Potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme based on (1) above to provide information for a detailed assessment of the risk of all receptors that may be affected including those off site.
3. The results of the site investigation and the detailed risk assessment referred to in (2) above and, based on these, an options appraisal and remediation strategy giving full details of any remediation measures required and how they are to be undertaken.

4. A verification plan, as required, providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) above are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
5. Any changes to these components will require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: In the interest of ensuring any contamination that may be present as a result of the historical use(s) of the site are identified and remediated.

174. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting or modifying that Order), no buildings, structures, walls or fences of any kind shall be erected within the curtilages of the dwellings hereby permitted on Site 8 and no windows, dormer windows, doors or openings of any kind shall be constructed in the dwellings on the site without the prior approval in writing of the Local Planning Authority.

Reason: To prevent the over-development of the site, to safeguard the privacy of occupiers of adjoining properties and in the interest of the visual amenity of the area.

175. No development shall commence on Site 8 until details have been submitted to and approved in writing by the Local Planning Authority of the provision to be made for the storing of domestic refuse and recycling and for access to the refuse stores by the occupiers of the buildings on the site and by collection vehicles.

Reason: To ensure the provision of satisfactory facilities for the storage of refuse and recycling.

176. Prior to the commencement of development on Site 8 a Construction Traffic Management Scheme shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority. This shall include the size of vehicles, routing of vehicles and hours of operation.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

177. The new estate roads shall be designed and constructed to a standard approved by the Planning Authority in accordance with Highway Authority's standards with a view to their subsequent adoption as a publicly maintained highway.

Reason: In the interest of highway safety.

178. Prior to the commencement of development of Site 8 details of the proposed surface water drainage to prevent the discharge of surface water from the site onto the public highway and, similarly, to prevent the discharge of surface water from the highway onto the site shall be submitted to the Local Planning Authority for approval in consultation with the Highway Authority.

Reason: In the interest of highway safety.

179. Prior to the commencement of development on Site 8, detailed drawings, including levels, sections and constructional details of the proposed roads, surface water drainage, outfall disposal and street lighting to be provided on the site, shall be submitted to the Planning Authority.

Reason: In the interest of highway safety.

180. During any form of earthworks and/or excavations that are carried out as part of the development of Site 8, suitable vehicle wheel washing equipment should be provided within the site as required, to the approval of the Planning Authority, to prevent contamination and damage to the adjacent roads.

Reason: In the interests of highway safety and for the benefit of the public at large.

181. No part of Site 8 shall be occupied until its associated vehicle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Planning Authority.

Reason: To ensure the safety of persons and vehicles entering and leaving the access and proceeding along the highway.

182. No part of Site 8 shall be occupied until its associated cycle parking areas have been provided in accordance with details which have been submitted to and approved in writing by the Planning Authority.

Reason: In order that the development site is accessible by non car modes and to meet the objectives of sustainable development.

183. Before construction of the residential buildings on Site 8 commences, the new estate roads that serve them shall be completed to base course level, together with the surface water and foul sewers and mains services.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

184. Roads within Site 8 that are not to be offered for adoption shall be laid out and constructed to standards at, or at least close to, adoption standards.

Reason: In the interest of highway safety and for the benefit and convenience of the public at large.

185. Details of the proposed noise insulation of the residential properties to be developed on Site 8 shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development of the Site. The insulation shall thereafter be installed in accordance with the approved details prior to the first occupation of each dwelling.

Reason: In the interest of the amenity of future occupiers of the dwellings.

186. The development approved shall not contribute to onsite contamination.

Reason: To ensure there is no additional contamination to site 8.

187. Details of any temporary structures or hoardings that are to be provided during the development of Site 8 shall be submitted to and approved in writing by the Local Planning Authority prior to their installation on the site. The proposals shall be carried out in accordance with the approved details.

Reason: In the interest of the visual amenity of the area.

188. Before the construction of any residential building on Site 8 is commenced, details of bird deterrent measures shall be submitted to and approved by the Local Planning Authority. The approved measures shall be implemented before each residential building is first occupied.

Reason: In the interest of the amenities of neighbouring residents.

189. No bonfires or burning of materials shall take place on Site 8 at any time.

Reason: In the interest of the residential amenity of the area.

190. Details of any future berth holder facilities on Site 8 shall be submitted to and approved in writing by the Local Planning Authority and shall be constructed in accordance with the approved details.

Reason: In the interest of the appropriate planning of the site and of the amenity of the residential amenity of the site and its surroundings.

191. In accordance with approved drawing ref. Parameter Plans 09, 50% of Site 8 shall be retained as public open space. The calculation of public open space within the site shall include all areas that will be accessible to the general public including land set aside within the site for a potential future berth holder facility but excluding the vehicular access between the junction with Pacific Drive and the western edge of the main rectangular area of Site 8.

Reason: To ensure appropriate provision of public open space on the site.

192. The Reserved Matters for subsequent approval in relation to the development of Site 8 shall be in accordance with the parameters and principles set out in drawing Site 8ref Parameter Plans 09 and shall not exceed more than 8 residential dwellings (Use Class C3).

Reason: To ensure the overall total number of residential dwellings provided across Sites 1, 7C and 8 does not exceed 150 units in total.

193. Prior to the commencement of any works on Site 8 details of the pedestrian and cycle linkages that will be provided within the site and that will promote connections with the rest of the Harbour including with the Sovereign Harbour Retail Park and The Waterfront are to be submitted to and approved by the Local Planning Authority. Thereafter the linkages will be provided in accordance with the approved details.

Reason: In the interests of pedestrian and highway safety and of sustainable development.

194. No occupation of any part of the permitted development on Site 8 shall take place until a verification report required pursuant to condition 173 demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To ensure that any remediation, if deemed necessary, is satisfactorily completed.

195. If during construction on Site 8, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out on that part of the site until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and written approval for the associated works has been obtained from the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: In order to ensure that all site contamination is dealt with in an appropriate way in the interest of maintaining the quality of the local water sources.

196. No infiltration of surface water drainage into the ground is permitted other than with the express consent of the Local Planning Authority which may be given for those parts of Site 8 where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development of Site 8 shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that surface water drainage from the proposed development does not result in the deterioration in quality of controlled waters.

197. Piling or any other foundation designs using penetrative methods shall not be permitted for the development of Site 8 hereby permitted except with the express written consent of the Local Planning Authority; which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To prevent the contamination of underground water supplies.

198. Construction of the development of Site 8 hereby permitted shall not commence until details of the proposed means of foul sewerage and surface water disposal have been submitted to and approved in writing by the Local Planning Authority in consultation with Southern Water.

Reason: In the interest of flooding prevention.

199. The development of Site 8 shall not be occupied or brought into use as hereby permitted until a turning space for vehicles has been provided and constructed in accordance with details that are first to be submitted to and approved in writing by the Local Planning Authority. The turning space shall thereafter be retained for that use and shall not be used for any other purpose.

Reason: To ensure the safety of persons and vehicles entering and leaving the site and proceeding along the highway.

Informatives

Environment Agency, Dated 10 January 2014 **Groundwater Protection Advice to Applicant**

1. As parts of the development sites are located on historic landfill it will be necessary to provide a desk study which gives comprehensive details of site historic uses, and defines the conceptual site model for the site. Further intrusive investigation will then be required to provide further evidence of the physical and chemical composition of the underlying materials in each area.
2. Heavy metal and hydrocarbon contamination has been found in Site 7a, therefore it will be necessary to provide the data to show that these levels are below guideline values for residential and commercial uses as stated in the report.
3. It will also be necessary to provide a full drainage plan to illustrate the scheme for disposal of foul and surface water on each of the development sites. This should detail the level of treatment required to prevent pollution to controlled waters. The use of sustainable urban drainage systems (SUDS) for new

discharges will be supported. Where infiltration SUDS are to be used for surface runoff from roads, car parking and public or amenity areas, they should have a suitable series of treatment steps to prevent pollution of groundwater. Further information can be found in the SUDS manual (CIRIA, 2007).

4. It is recommended that developers should:
 1. Follow the risk management framework provided in CLR11, Model Procedures for the Management of Land Contamination, when dealing with land affected by contamination.
 2. Refer to the Environment Agency Guiding principles for land contamination for the type of information that they require in order to assess risks to controlled waters from the site. The Local Authority can advise on risk to other receptors, such as human health.
 3. Refer to their website at www.environment-agency.gov.uk for more information.
5. The Environment Agency refers the applicant to their groundwater policies in Groundwater Protection: Principles and Practice, available from our website. This sets out our position for a wide range of activities and developments, including the discharge of liquid effluents, land contamination and drainage.
6. A formal Application for connection to the public sewerage system is required in order to service this development. Please contact Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk.
7. Site 4: An upgrading of Pacific Drive No1 Eastbourne Wastewater Pumping Station may be required to accommodate the flows from the proposed development. The applicant should be advised that a wastewater grease trap should be provided on the kitchen waste pipe or drain installed and maintained by the owner or operator of the premises.
8. Site 8: Due to the vibration, noise and potential odour generated by sewerage pumping stations, no habitable rooms should be located closer than 15m to the boundary of a proposed pumping station site.

General informative

The applicant is advised that the development of Sites 1, 4, 5, 7 and 8 is each subject to a s106 legal agreement, dated [xx] September 2014, the provisions of which include but are not limited to obligations relating to the following:

- Travel Plans (Sites 1, 4, 5, 7A, 7C)
- Public Open Space Provision (Sites 1, 4, 7B and 8)
- Provision of B1a office space (Sites 4 and 7A)
- Development of the new community hall building (Sites 5 or 7a)
- Community contribution payments to East Sussex County Council (Sites 1, 7c and 8)

.....

.....
Senior Specialist Advisor

Schedule 2 Plans

This Schedule is comprised of the following plans:

- Site Plan: location of all Sites
- The Alternative Community Hall Site Plan
- Eastbourne's Neighbourhoods Plan
- Emergency Access Plan

Allow built

NOTES
1. This drawing is prepared in accordance with the provisions of the Maryland State Uniform Construction Code (MSUCC) and the Maryland State Building Code (MSBC).
2. This drawing is prepared in accordance with the provisions of the Maryland State Uniform Construction Code (MSUCC) and the Maryland State Building Code (MSBC).
3. This drawing is prepared in accordance with the provisions of the Maryland State Uniform Construction Code (MSUCC) and the Maryland State Building Code (MSBC).
4. This drawing is prepared in accordance with the provisions of the Maryland State Uniform Construction Code (MSUCC) and the Maryland State Building Code (MSBC).

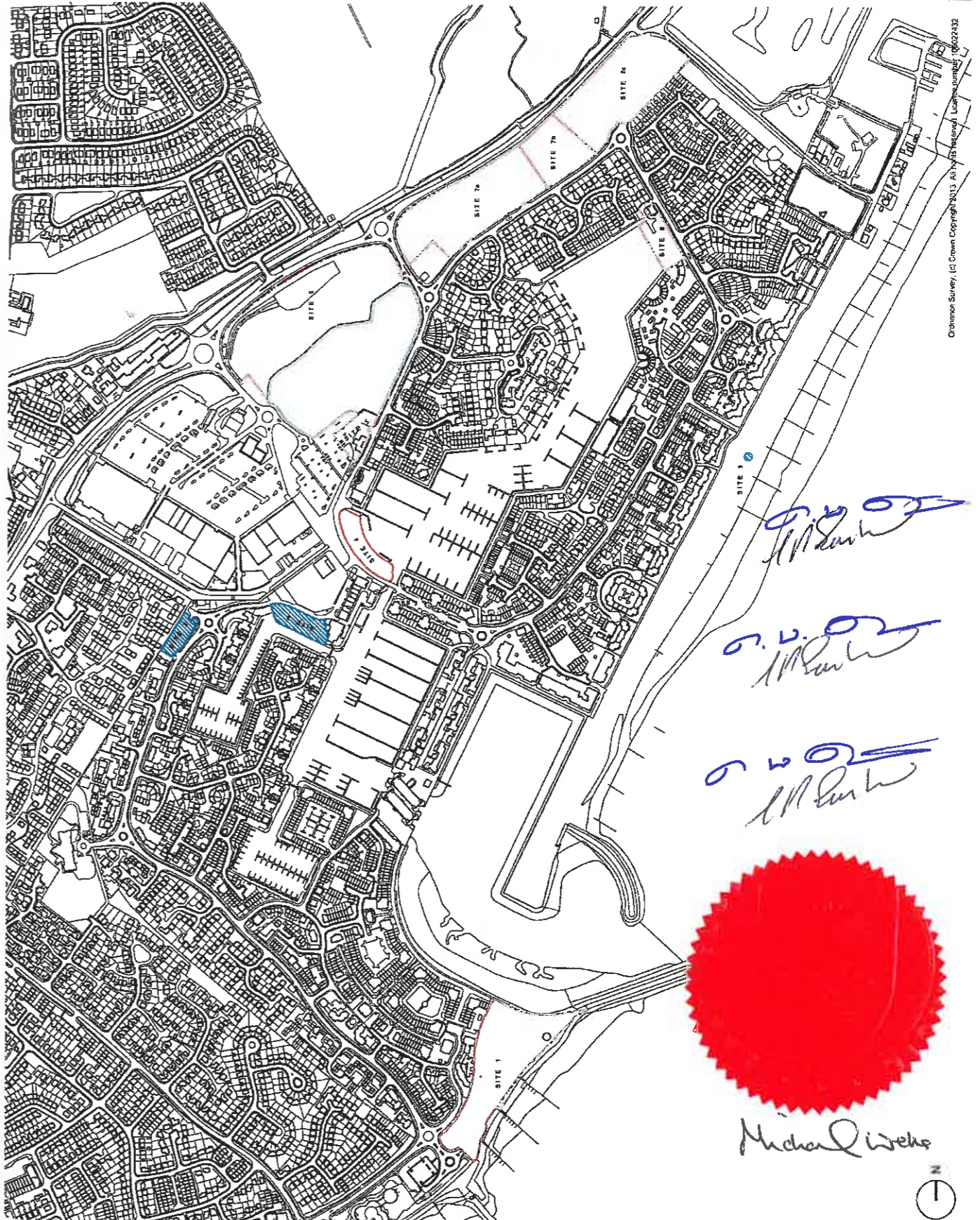
LEGEND
1. SHL, nonresidential areas within the O.P.A.
2. SHL, residential areas not included within the O.P.A.
3. Other land owned by SHL.

Rev. _____
Date _____
Drawn _____

ICOH 0 **CONSTRUCTION**
1215 Industrial Avenue
Rockville, MD 20850
Tel: 301-761-1100
Fax: 301-761-1101
E-mail: info@icoh.com
Website: www.icoh.com

PROJECT - **Quinta Planning Association**
DRAWING - **Masterplan**
DATE - **10/10/2013**

DWG No.	4311013.0102_CPA	Drawn By:	DC
Scale	1/8" = 1'-0"	Checked By:	DC
DWG STATUS		Approval	
		Contract	
		Construction	



M. L. Smith
M. L. Smith
M. L. Smith

Michael Wehls

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Howland

SOVEREIGN HARBOUR

Site 7 ALTERNATIVE COMMUNITY HALL SITE PLAN

TPS
 Chris Jones, Megan Clarke
 Chartered Surveyors
 17 HANBURY
 100015
 01753 600000
 01753 600000

DATE: 22/09/2014
 DRAWN BY: B. WOTTE
 CHECKED BY: J. LINDSEY
 PROJECT NO: 11/100

CHOL-010

SETTING OUT POINTS

POINT	EASTING	NORTHING
P01	964208.203	102511.948
P02	964177.683	102540.903
P03	964190.338	102563.534
P04	964208.872	102565.184
P05	964229.837	102543.842
P06	964231.260	102535.576
P07	964217.865	102522.150

- LEGEND**
- ALTERNATIVE COMMUNITY HALL SITE BOUNDARY
 - SETTING-OUT POINT
 - OS BASE INFORMATION
 - TOPOGRAPHICAL SURVEY INFORMATION
 - INDICATIVE ESTATE ROAD



Handwritten signatures and initials in blue ink:
 0.4.05
 H.P. Jones
 0.4.05
 H.P. Jones
 0.4.05
 H.P. Jones

Handwritten signature:
 Michael Jones

Howland
O.W.
Howland

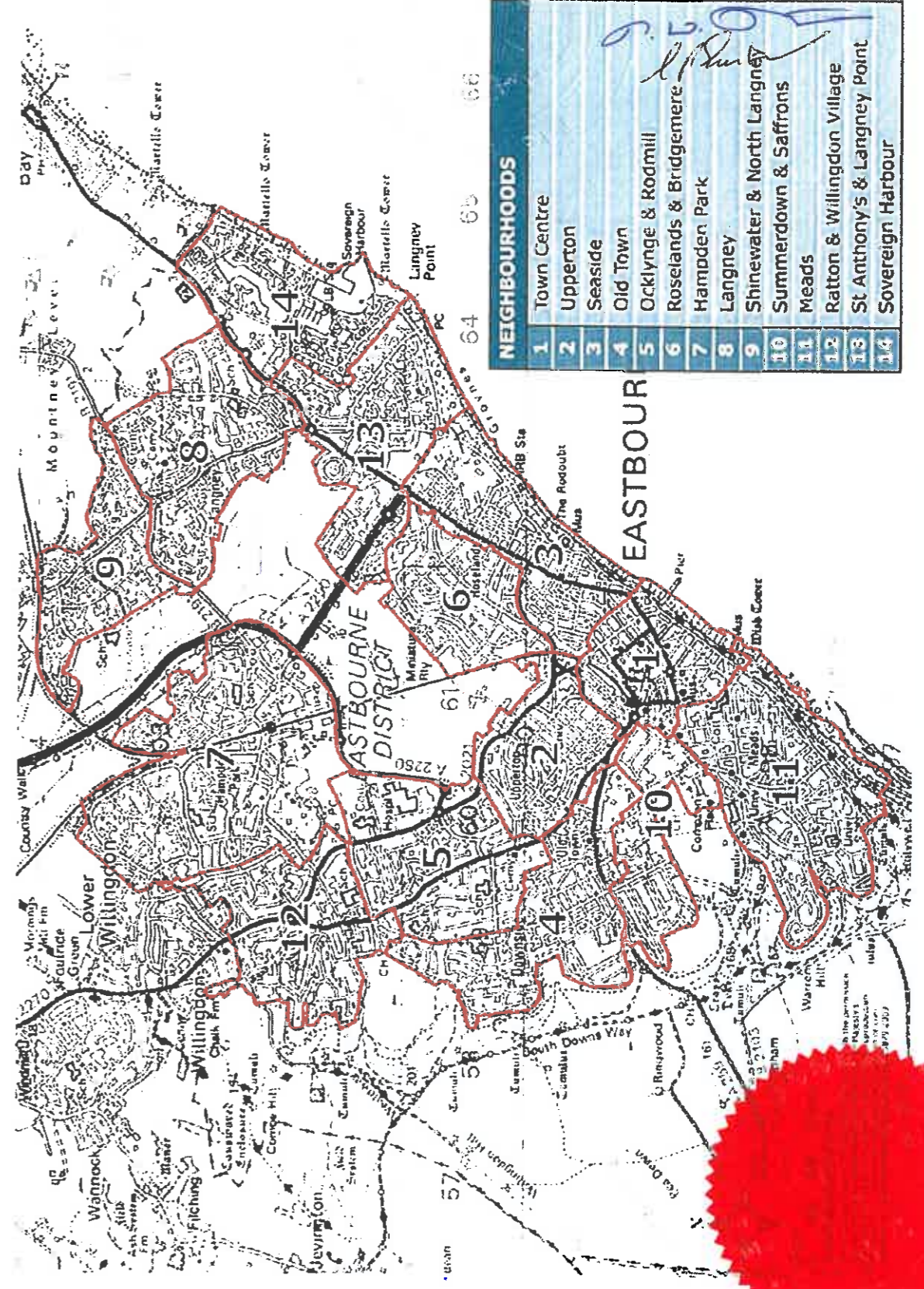
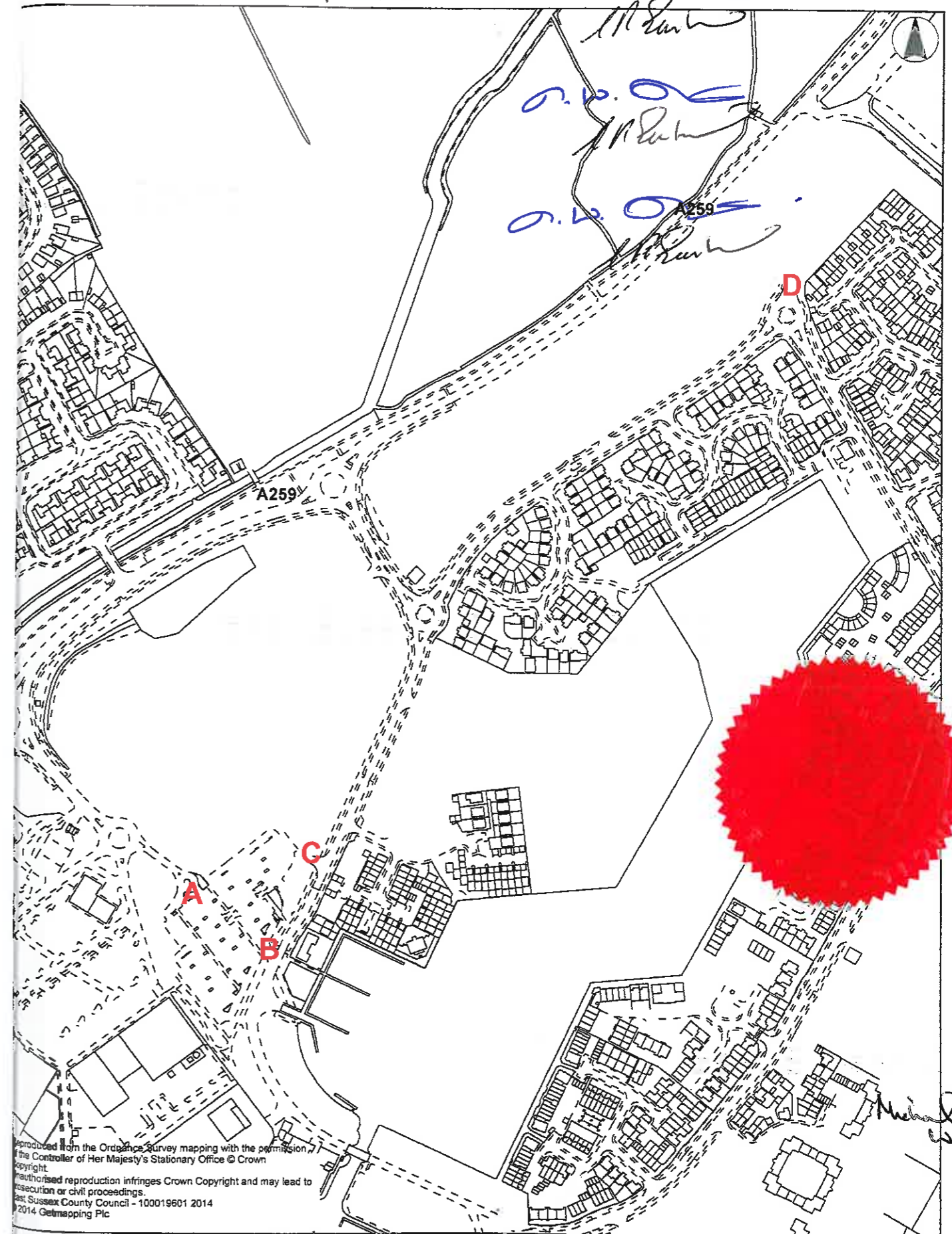


Figure 1 Eastbourne's Neighbourhoods

Neil Wells

Howard



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 Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings.
 East Sussex County Council - 100019601 2014
 © 2014 Getmapping Plc

East Sussex County Council
 County Hall
 St Anne's Crescent
 Lewes

Information may not be current. Consult Highway Land Information Team for confirmation.

Date: 10 Sep 2014	Land tinted pink is considered to be adopted highway. The highway boundary, where researched, is shown in red outline. WHERE NO RED LINE IS SHOWN, THERE MAY BE MORE HIGHWAY THAN IS SHOWN IN PINK.
Scale: 1: 3000 NGR: 564214 102380	

Schedule 3
Owner's Covenants with the County Council

The Owner hereby covenants with the County Council:

- 1.1 Prior to Occupation of more than 50% of the Dwellings on Site 1 to pay to the County Council the Site 1 County Contributions.
- 1.2 Not to Occupy more than 50% of the Dwellings on Site 1 until the Site 1 County Contributions have been paid to the County Council in full.
- 1.3 Prior to Occupation of more than 50% of the Dwellings on Site 7c to pay to the County Council the Site 7c County Contributions.
- 1.4 Not to Occupy more than 50% of the Dwellings on Site 7c until the Site 7c County Contributions have been paid to the County Council in full.
- 1.5 Prior to Occupation of any Dwellings on Site 8 to pay to the County Council the Site 8 County Contributions.
- 1.6 Not to Occupy any of the Dwellings on Site 8 until the Site 8 County Contributions have been paid to the County Council in full.
- 1.7 Prior to Commencement of Development of Site 7c to pay to the County Council the Transport (Bus Shelter) Contribution and the Transport (Zebra Crossing) Contribution.
- 1.8 Not to Commence Development of Site 7c until the Transport (Bus Shelter) Contribution and the Transport (Zebra Crossing) Contribution have been paid to the County Council in full.
- 1.9 To observe and perform the obligations set out in Schedule 8 relating to the Travel Plan.
- 1.10 Within six (6) months of the date of the Permission to submit details of the proposals to construct Emergency Access Route 1 to the County Council.
- 1.11 Within six (6) months of receiving the written approval of the County Council to the proposals pursuant to paragraph 1.10 to construct Emergency Access Route 1 in accordance with the details submitted and approved by the County Council.
- 1.12 Not to Commence Development of any part or parts of Sites 4, 5 or 7 until Emergency Access Route 1 has been constructed in accordance with the details submitted and approved by the County Council.
- 1.13 Prior to Commencement of Development on Site 4 to investigate provision of Emergency Access Route 2 and to submit to the County Council either:
 - 1.13.1 details of the proposals to construct Emergency Access Route 2; or
 - 1.13.2 written details explaining why Emergency Access Route 2 cannot reasonably be constructed for reasons of technical feasibility, impact on land values and/or cost.
- 1.14 In the event that the Owner commits to construct Emergency Access Route 2, prior to Occupation of Site 4 to construct Emergency Access Route 2 in accordance with the details submitted to and approved by the County Council unless the County Council have confirmed in writing that Emergency Access Route 2 shall not be constructed for reasons of technical feasibility, impact on land values and/or cost.

- 1.15 In the event that the Owner commits to construct Emergency Access Route 2, not to Occupy or cause or allow the Occupation of any part of parts of Site 4 until either:
- 1.15.1 Emergency Access Route 2 has been constructed in accordance with the details submitted to and approved by the County Council; or
- 1.15.2 the County Council have confirmed in writing that Emergency Access Route 2 shall not be constructed for reasons of technical feasibility, impact on land values and/or cost.
- 1.16 Prior to Commencement of Development on Site 7c to investigate provision of Emergency Access Route 3 and to submit to the County Council either:
- 1.16.1 details of the proposals to construct Emergency Access Route 3; or
- 1.16.2 written details explaining why Emergency Access Route 3 cannot reasonably be constructed for reasons of technical feasibility, impact on land values and/or cost.
- 1.17 In the event that the Owner commits to construct Emergency Access Route 3, prior to Occupation of Site 7c to construct Emergency Route 3 in accordance with the details submitted to and approved by the County Council unless the County Council have confirmed in writing that Emergency Access Route 3 shall not be constructed for reasons of technical feasibility, impact on land values and/or cost.
- 1.18 In the event that the Owner commits to construct Emergency Access Route 3, not to Occupy or cause or allow the Occupation of any part of parts of Site 7c until
- 1.18.1 either Emergency Access Route 3 has been constructed in accordance with the details submitted to and approved by the County Council; or
- 1.18.2 the County Council have confirmed in writing that Emergency Access Route 3 shall not be constructed for reasons of technical feasibility, impact on land values and/or cost.

Schedule 4 Owner's Covenants with the Council

1 Local Labour Obligations (All Sites)

- 1.1** In connection with and in the construction of the Development and for those purposes:
- 1.1.1 to procure the recruitment of a minimum of 10 (ten) % of Local People as employees, contractors and sub-contractors;
- 1.1.2 to use reasonable but commercially prudent endeavours to work with the Council and the appointed contractor(s) to seek the recruitment of a further 40 (forty) % of Local People as employees, contractors and sub-contractors; and
- 1.1.3 to use reasonable but commercially prudent endeavours to procure the recruitment and training of up to 10 (ten) apprentices.
- 1.2** In connection with the operation of the Development to use reasonable but commercially prudent endeavours to work with the Council and recruitment bodies to offer recruitment fairs and other relevant and reasonable initiatives relating to the end use employment vacancies to be provided as part of the Development.
- ##### **2 Public Open Space and Play Equipment (Sites 1, 4, 7b and 8)**
- 2.1** Prior to commencement of any Public Open Space Works the Public Open Space Scheme for the relevant Site shall have been submitted to and approved in writing by the Council.
- 2.2** To carry out the Public Open Space Works in accordance with the approved Public Open Space Scheme.
- 2.3** Not to Occupy more than 40% (forty per cent) of the Dwellings on the relevant Site until the Public Open Space Works for that same Site have been completed.
- 2.4** To write to invite the Council to inspect the Public Open Space for each of Site 1, Site 4, Site 7b and Site 8 (whether individually or together).
- 2.5** Within 10 (ten) Working Days of inspection of any area of Public Open Space:
- 2.5.1 if the Council is satisfied that the Public Open Space Works have been completed it shall issue a completion notice to that effect; or
- 2.5.2 if the Council acting reasonably is not satisfied that the Public Open Space Works have been completed it shall serve a written notice on the Owner specifying those works that are required to be carried out to rectify the defects.
- 2.6** The process described in Paragraphs 2.4 and 2.5 above shall be repeated until such time as the Council issues the completion notices for each area of Public Open Space.
- 2.7** To permit the public to have access on foot to the Public Open Space from the date of receipt of a completion notice issued pursuant to Paragraph 2.5.1 above PROVIDED THAT the Owner may impose reasonable regulations for controlling the use of the Public Open Space and may close the Public Open Space from time to time for maintenance or similar works.

- 2.8** Following issue of the completion notice referred to in Paragraph 2.5.1 above the Owner may (by serving written notice on the Council) elect to transfer to the Council all or any part of the Public Open Space for the consideration of £1 (one pound).
- 2.9** Once all or any part of the Public Open Space has been transferred to the Council and the commuted sum for management and maintenance of such works agreed under the Public Open Space Scheme has been paid to the Council the Owner shall no longer have any liability for the Public Open Space which shall become adopted and maintained by the Council.
- 2.10** No less than 50% (fifty percent) of the area of Site 8 shall be laid out as Public Open Space (such area to exclude the area to be used as access into Site 8 but to include such area as may be required pursuant to a Reserved Matters Approval for the location of a Berth Holder Facility Building).
- 3 Community Hall (Site 5 or Site 7a)**
- 3.1** To pay the first instalment of the Community Hall Contribution (a sum of £100,000) to the Council within 10 (ten) Working Days of:
- 3.1.1** the Permission being clear of its six week judicial review period and no challenge having been raised; or
- 3.1.2** in the event that a claim for judicial review is brought within the six week period, the successful defence of any such claim.
- 3.2** To pay the remainder of the Community Hall Contribution (a sum of £700,000) no later than 20 (twenty) Working Days from the date on which the details set out in Paragraphs 3.3.1 and 3.3.2 below have been agreed.
- 3.3** To co-operate and provide such information as may reasonably be required in order to agree in writing with the Council:
- 3.3.1** the location and boundaries of the Community Hall Site; and
- 3.3.2** the Community Hall Specification.
- 3.4** Not to use the Community Hall Site or any part thereof for any purpose other than parking until such time as the Council provides written notice that it requires access to the land for construction purposes PROVIDED THAT the restriction on use shall cease to have effect in the event that:
- 3.4.1** 5 (five) years have elapsed from the date of the payment of the remainder of the Community Hall Contribution pursuant to Paragraph 3.2 above and no works (pursuant to a building contract for the entirety of the build) are underway to construct the Community Hall; or
- 3.4.2** the Council gives notice to SHL that the Community Hall Site or any part thereof is not required for the purposes of the Community Hall (provided that if any part of the Community Hall Site is no longer required for the purposes of the Community Hall then the restriction on the use of the Community Hall Site shall cease only in relation to that part of the Community Hall Site).
- 3.5** To remove the portakabin offices from Site 5 within one month of receipt of notice from the Council that works to construct the Community Hall are to start on that site (together with

- such reasonable evidence as SHL may request regarding the building contract in place for such works).
- 3.6** To grant such licence or licences (for a peppercorn licence fee with no premium being payable) necessary to allow the Council and/or the Community Hall User and/or its/their contractors onto the Community Hall Site to carry out works to construct the Community Hall in accordance with the Community Hall Specification, such licence or licences to be in a form to be agreed between the Council and the Owner acting reasonably and to govern any requirements regarding the environmental status and considerations of the site.
- 3.7** Unless otherwise agreed with the Council not to Occupy the Community Hall Site for any purpose other than parking until:
- 3.7.1** one of the events set out in Paragraphs 3.4.1 or 3.4.2 occur; or
- 3.7.2** a leasehold interest of not less than 125 (one hundred and twenty five) years of the Community Hall Site has been granted to the Community Hall User for use as a community centre for the benefit of the general public and the residents of Sovereign Harbour on reasonable terms to be agreed (such terms to include a peppercorn rent and no other charges except in the event that the Community Hall Site is Site 5 and in relation to Site 5 only a reasonable service charge, which shall be capped for the first five years of Occupation of the Community Hall at a maximum annual amount of £1,500 (one thousand five hundred pounds) Index-Linked plus the payment of VAT on such sum and thereafter shall be calculated as a fair and reasonable proportion of the service charge payable by all users of the parking area subject to reasonable regard being had by the Owner to the results of the audited accounts for the Community Hall for the year in question and the ability of the Community Hall User to continue operation of the Community Hall and to bear such proportion of the service charge) together with the following rights:
- (i) a right for the Community Hall User and all others authorised by it to pass and re-pass for the purposes for access to and egress from the Community Hall to and from the public highway;
- (ii) a right for the Community Hall User and all others authorised by it to use any common areas constructed to serve the Community Hall and any associated car parking facilities;
- (iii) a right of taking passage and running (as appropriate) of services;
- (iv) a right to maintain, enjoy and use any services and any projections over or under the remainder of Site 5 (or Site 7a as the case may be) so far as may be necessary for any purpose connected with the Community Hall; and
- (v) such necessary rights of support, shelter and protection from the remainder of Site 5 (or Site 7a as the case may be) as may be required.
- 3.8** For the avoidance of doubt, the Council and/or the Community Hall User will only carry out works within the boundaries of the Community Hall Site.
- The Alternative Community Hall Site
- 3.9** Subject to Paragraph 3.10, the Community Hall Site shall consist of the Alternative Community Hall Site as opposed to land within Site 5 in the event that the Council provides

satisfactory evidence to the Owner within no more than 9 (nine) months of the date of the Permission that due only to existing ground conditions and/or contamination on Site 5 (excluding any additional costs that may be incurred as a result of the action or inaction of the Council, the Community Hall User or their contractors) the cost of constructing the Community Hall on Site 5 will exceed the anticipated costs of construction by the lesser of 5% or £80,000 (eighty thousand pounds).

- 3.10** The satisfactory evidence referred to in paragraph 3.9 shall include evidence to show that the Council has considered a reasonable (having regard in particular to the timescale given within Paragraph 3.9) number and range of options for the specification and location of the Community Hall, that give consideration to different layouts, designs and configurations (including number of storeys) and alternative foundation designs. For the avoidance of doubt it is acknowledged that Site 5 is the intended location for the Community Hall and the provisions of Paragraph 3.9 shall only apply in the event that the Council is unable to design a form of Community Hall on Site 5 that is reasonably acceptable to it within the cost parameters set out in Paragraph 3.9 as a result only of the existing ground conditions and/or contamination on Site 5.
- 3.11** In the event that the Council notifies the Owner pursuant to Paragraph 3.10 above and the Alternative Community Hall Site is leased to a Community Hall Site User, the Owner shall be free of any restrictions on Site 5 and any references herein to the Community Hall Site shall refer only to the Alternative Community Hall Site from the date of such written notification.
- 3.12** In the event that the Council does not serve written notice pursuant to Paragraph 3.10 before the date specified in that Paragraph, the Owner shall be free of any restrictions on the Alternative Community Hall Site and any references herein to the Community Hall Site shall refer only to the agreed location within Site 5 from the date of the lease of the Community Hall Site.
- 3.13** In the event that the Council does serve the written notice pursuant to Paragraph 3.10 electing to locate the Community Hall on the Alternative Community Hall Site;
- 3.13.1** To consult with the Council in order to agree the position and the extent of the road and footpath linkages necessary to provide access to and egress from the Alternative Community Hall Site to and from the Public Highway;
- 3.13.2** Subject to the Council obtaining planning permission (which is free from challenge) for the road and footpaths agreed pursuant to Paragraph 3.13.1 at the Owner's own cost to carry out or procure the carrying out and completion of the construction of the road and footpath within 6 (six) months of a written request from the Council to do so; and
- 3.13.3** Subject to the construction and completion of the road and footpaths pursuant to Paragraph 3.13.2 to incorporate a right for the Community Hall User, visitors, staff and users of the Community Hall and all others authorised by the Community Hall User, including persons engaged in maintenance, servicing and deliveries in connection with the Community Hall, to pass and re-pass for the purposes for access to and egress from the Community Hall to and from the public highway in the grant of any leasehold interest pursuant to Paragraph 3.7.2 together with a right for the Community Hall User, visitors, staff and users of the Community Hall and all others authorised by the Community Hall User, including persons engaged in

maintenance, servicing and deliveries in connection with the Community Hall, to use any common areas constructed to serve the Community Hall and any associated car parking facilities.

4 Provision of B1 Space (Sites 4 and 7a)

4.1 It is hereby agreed that:

- 4.2.1** Site 6 is the priority site within the Development for the provision of B1 Space and is anticipated to provide a minimum of 11,100 (eleven thousand one hundred) square metres NIA of such space;
- 4.2.2** The Owner shall be required to provide no less B1 Space on the Sites than an amount equal to 8,900 (eight thousand nine hundred) square metres NIA or, if a lesser amount, the difference between the Allocation and 11,100 (eleven thousand one hundred) square metres NIA provided that it shall only be required to provide any B1 Space on Sites 4 and/or Site 7a and further provided that the distribution of the required B1 Space between the two Sites shall be at its own election.
- 4.2.3** In the event that the Alternative Community Hall Site is determined to be the location for the Community Hall pursuant to Paragraphs 3.9 and 3.10 above, the area of the Alternative Community Hall Site shall be deducted from the amount of B1 Space to be provided by the Owner on Site 4 and/or Site 7a as it will no longer be possible to locate B1 Space on such land.

4.2 In the event that planning permission is granted for B1 Space within the Sovereign Harbour Neighbourhood (other than the Permission) in advance of the relevant Reserved Matters Approval(s) being granted for Site 4 and Site 7a such B1 Space shall contribute towards satisfying the requirements for B1 Space set out in Paragraph 4.2.2 above and the quantum of B1 Space to be provided on Site 4 and/or Site 7a shall reduce accordingly.

5 Business Areas Marketing Obligations (Site 7a)

- 5.1** To submit the Business Areas Marketing Strategy to the Council for approval at any time after the date hereof but no later than within 6 (six) months of the adoption of the ELLP.
- 5.2** To implement the approved Business Areas Marketing Strategy and to commence and carry out the marketing of the Business Areas in accordance with the terms and timescales therein.
- 5.3** To work with the Council and other local public sector bodies to promote the objectives of the Business Areas Marketing Strategy.
- 5.4** Subject to the provisions of paragraph 5.7 below, to procure that the Business Areas are marketed for a period of up to maximum of 10 (ten) years on reasonable commercial terms in accordance with the Business Areas Marketing Strategy and to notify the Council of any offers received which meet or exceed the requirements agreed within the Business Areas Marketing Strategy (an "Acceptable Offer").
- 5.5** In the event that an Acceptable Offer is received for a Business Area (or part thereof) to use reasonable endeavours to enter into a contract with the offeror for the transfer or lease of the relevant part of the Business Area in question as soon as reasonably practicable.

5.6 If, despite having complied with the requirements of Paragraphs 5.2, 5.3 and 5.4 above, by the date 6 (six) months from the end of the marketing period:

5.6.1 no Acceptable Offers have been received; or

5.6.2 SHL has been unable to enter into a contract for the transfer or lease of the land, then the requirement to market and utilise the Business Area (or part thereof) for B1 Space purposes shall be deemed to have been satisfied and the Council shall have due regard to this when considering any subsequent planning application or Reserved Matters Approval for alternative development on Site 7a.

5.7 If the ELLP specifies a marketing period for B1 Space on Site 4 or Site 7a which contradicts the marketing period agreed in this Deed, the Owner only has to demonstrate a term of marketing of the lesser of (a) the period set out in the ELLP; and (b) the period of 10 (ten) years from commencement of marketing conducted in accordance with the approved Business Marketing Strategy.

6 Viability Review

Site 1

6.1 All applications for Reserved Matters Approval for Site 1 shall be submitted to the Council no later than 3 (three) years after the date of the Permission.

6.2 If less than 40% (forty percent) of the Dwellings on Site 1 are Completed within the later of: (a) 2 (two) years of the date of the last Reserved Matters Approval for Site 1; and (b) 5 (five) years after the date of the Permission, then Site 1 shall be subject to a Viability Review.

Site 7c

6.3 All applications for Reserved Matters Approval for Site 7c shall be submitted to the Council no later than 2 (two) years after the date of the Permission.

6.4 If less than 50% (fifty percent) of the Dwellings on Site 7c are Completed within 3 (three) years of the date of the last Reserved Matters Approval for Site 7c then Site 7c shall be subject to a Viability Review.

Site 8

6.5 All applications for Reserved Matters Approval for Site 8 shall be submitted to the Council no later than 2 (two) years after the date of the Permission.

6.6 If all of the Dwellings on Site 8 are not Completed within 2 (two) years of the date of the last Reserved Matters Approval for Site 8 then Site 8 shall be subject to a Viability Review.

Viability Review Process

6.7 The Viability Review shall be undertaken as follows:

6.7.1 Within 2 (two) months of receipt of a notice from the Council that a Viability Review has been triggered under this Paragraph 6, the Owner shall submit a Viability Report to the Council for review by the District Valuer;

6.7.2 Within 2 (two) months of receipt of the Viability Report by the Council (during which time the District Valuer shall report to the Council), the Council shall notify the Owner of their decision in relation to the Viability Report and whether a contribution towards Affordable Housing is required;

6.7.3 If the Owner does not accept the decision of the Council under Paragraph 6.7.2 then this shall amount to a dispute which shall be determined by an Expert under the dispute resolution procedure set out at Clause 10 of this Deed;

6.7.4 The Viability Review shall be conducted on an equivalent basis to the appraisal that was submitted by the Owner and approved by the Council in order to agree the terms of this Deed. It is therefore acknowledged that off-site contributions as set out in this Deed (for example the Community Hall Contribution together with provision of land for the Community Hall and the provision of Public Open Space beyond policy requirements) shall be taken into account.

**Schedule 5
Council and/or County Council Covenants**

1 General Obligations

- 1.1 The Council shall issue the Permission on the date of completion of this Deed.
- 1.2 The Council or the County Council (as appropriate) shall on written request from the Owner certify whether or not an obligation under this Deed has been satisfied within 10 (ten) Working Days of receipt of any such request.

2 Financial Payments

- 2.1 The Council and the County Council covenant with the Owner:
- (a) to use the payments respectively received by them pursuant to this Deed for the purposes stated herein only; and
- (b) as soon as is reasonably practicable upon receipt, to pay any such payments into an interest bearing account; and to keep such payments in an interest bearing account until such time as any such payment (or part thereof) is required for the purposes identified in this Deed or is to be repaid to the Developer pursuant to Paragraph 2.2 below. If any of the amounts referred to in this Deed have not been spent or authorised to be expended for the respective purposes as identified in this Deed or committed under a contract or other legal arrangement by the Council or the County Council as the case may be within 6 (six) years from the date of payment of such sums the Council or as the case may be the County Council shall repay to the Owner such unexpended balance together with interest accrued thereon.
- 2.2 The Council and the County Council covenant with the Owner that within 20 (twenty) Working Days of any written request received from the Owner to provide a written statement of the amount of any sum received by either the Council or the County Council (as the case may be) pursuant to this Deed which has been spent or authorised to be expended or committed under a contract or other legal arrangement at the date of such written statement together with such reasonable written evidence as the Owner may specify to corroborate such written statement.

3 Actions and Approvals

- 3.1 The Council covenants to comply with those provisions of Schedule 4 that require actions and approvals on its part, including without limitation Paragraphs 2.1, 2.5 and 2.8 in respect of Public Open Space; Paragraphs 5.1, 5.3 and 5.6 in respect of the Business Areas Marketing Strategy; and Paragraph 6.7.2 in respect of any potential Viability Review.
- 3.2 Where an approval is required, the Council shall use all reasonable endeavours to issue an approval within 2 (two) calendar months of receipt of the matter for approval; and shall work with the Owner to provide details as soon as practicable in the event that further information or additional action on the part of the Owner is required in order for the approval to be granted.

4 Community Hall

- 4.1 The Council covenants to pool the Community Hall Contribution together with other funds in order to provide the Community Hall as soon as reasonably practicable.

- 4.2** Prior to commencement of negotiations of a building contract for the provision of the Community Hall, the Council covenants to agree with SHL the extent of the Community Hall Site and agree the Community Hall Specification, and in the event that the Community Hall is to be located on the Alternative Community Hall Site to use reasonable endeavours to obtain planning permission for the road and footpaths linkages agreed with the Owner pursuant to Paragraph 3.13.1 of Schedule 4 as soon as reasonably practicable.
- 4.3** Any amendments required to the Community Hall Specification shall be agreed in writing by the Council and SHL.
- 4.4** The Council covenants to construct the Community Hall on the Community Hall Site in accordance with the agreed Community Hall Specification such works to be undertaken by a competent contractor in a good and workmanlike and timely manner using suitable materials under the supervision of an experienced consultant approved in writing in advance by SHL in accordance with all necessary requisite consents which shall include (inter alia) Reserved Matters Approval.
- 4.5** The Council covenants to approve a Community Hall User to manage the Community Hall so as to ensure balanced and reasonable access to and use of the Community Hall by a wide range of community organisations, groups and individuals and that sound arrangements are made for financial control and property maintenance.
- 4.6** It is hereby agreed that:
- 4.6.1** the size and extent of the Community Hall Site shall be the minimum reasonably required in order to reasonably provide the Community Hall;
- 4.6.2** until such time as the Council requires access to any part of the Community Hall Site for the purposes of construction of the Community Hall (excluding any preparatory operations that may be undertaken whilst other uses are ongoing) the Owner shall continue to use such land for the purposes of car parking or any other lawful use;
- 4.6.3** the Owner may continue to use any part of Site 5 that is not the agreed Community Hall Site for the purposes of car parking or any other lawful use(s) and the Council shall ensure that any such uses are not interfered with during the course of construction of the Community Hall; and
- 4.6.4** in the event that the Council determine at a date after the Community Hall Site and the Community Hall Specification have been agreed that the Community Hall is to be reduced in size, the Owner shall be notified of such change without delay and any land that is no longer reasonably required for the Community Hall Site shall revert to being used by the Owner in accordance with clause 4.6.3 above.

5 Commuted Sums

- 5.1** The Council covenants to agree the appropriate commuted sums to be paid by the Owner in respect of the Public Open Space:
- 5.1.1** in advance of the schemes and detailed specifications being agreed such that the Owner understands any impact on the relevant commuted sum as a result of design and specification decisions; and

- 5.1.2** based on a 15 (fifteen) year period of maintenance, it being agreed that the Owner may elect to maintain part or all of any areas of Public Open Space itself for any length of time (from the date of the completion notice issued pursuant to paragraph 2 of Schedule 4 in relation to the area of Public Open Space (or part thereof) in question) prior to transferring liability for maintenance to the Council and will only be liable to pay a commuted sum calculated on a pro rata basis equal to the balance of years remaining (i.e. if the Owner elects to maintain for 1 year, the commuted sum would be calculated based on a 14 (fourteen) year period or if the Owner maintains for 5 years, the commuted sum would be based on a 10 (ten) year period, etc).

Schedule 6
Public Open Space Agreed Requirements for Site 1, Site 7b and Site 8

Public Open Space, Specification of Works, Site 1

Site 1 Public Open Space Specification

The Public Open Space Scheme for Site 1 shall comply with the details set out within Parameter Plan 01 and shall include details of:

- (1) the **location and boundaries** of the Public Open Space on Site 1, to
 - be set out within the approximate two thirds of the overall site area which will be for public open space and the creation of destination points and linkages:
 - be located along the sea frontage side of the site up to and around the boundaries with the planned private residential blocks on the site;
 - extend back from the seafront into the site in order to both protect the setting of Martello Tower 66 and maintain the inter-visibility between it and Martello Tower 64 on the North Harbour beach.
- (2) the **proposed boundary treatments** to clearly demarcate the public open space from the adjoining private developed areas of the site, without interrupting views across the public areas and to the seafront. These treatments will be low key and may comprise bollards, fencing, rope or other such features made of natural materials or of other forms of construction and finishes that complement the design of the built areas of the site but also the natural, undeveloped public zones.
- (3) a **landscape arrangement plan** for the public open space which is to include:
 - **Surface treatments** that are robust for the seafront setting but appropriate to the setting of the Martello Tower 66.
 - **natural shingle**, laid out in order to promote and maintain ecological benefits with areas of natural vegetation as part of the public open space;
 - **details of access points and surface treatments** which will provide access for:
 - pedestrians, cyclists and wheelchair and pushchair users to the rear of the new residential blocks and where possible to the demarcated seating and a defined play zone within the site.

- Informal access for pedestrians across the beach, which may not be fully DDA compliant given other landscape and ecology objectives for the site, and will take the form of compacted shingle.

- **appropriate surface treatments to allow vehicle access** for the Environment Agency to undertake harbour repairs and maintenance works. It is envisaged that this may require a demarcated zone of compacted shingle across the beach, laid out to ensure safe access, to avoid risk of damage to the Martello tower, and to minimise visual impact on adjoining vegetated shingle and demarcated public recreation areas.

- (4) **A demarcated seating and play zone** laid out to minimise impact on the public vegetated shingle areas.
- (5) **Informal seating** and informal recreation zone(s) set within the natural shingle. The orientation, design and materials of these should be appropriate to the climate, character of the open space and setting of the Martello tower.
- (6) The location and specification of **waste and dog litter bins**.
- (7) The location and specification of **bicycle storage** hoops or similar bicycle storage facilities within or adjoining the demarcated seating and play zone.
- (8) **Lighting of the POS** will be limited to along the shared pedestrian and cycle link to the rear of the proposed residential blocks within the site. This is to help maintain the natural setting of the beach and in the interest of protecting the beach and coastline from unnecessary light spillage. The location and specification of lighting that is required in the interest of public safety along the shared link will be designed to minimise light spill onto neighbouring areas and which will be designed to take into account the following:
 - Where possible artificial light will only be provided when it is required at night (for safety, working, etc) through the use of Passive Infra Red (PIR) sensors and timers.
 - Installation of lighting to meet the lowest light levels permitted, consistent with health and safety regulations.
 - The column height of any proposed lamp posts will be kept low to reduce light spillage, avoiding upward pointing lights and keeping the spread of light below the horizontal.
 - For pedestrian lighting, low level, directional lighting should be used at a recommended level of 1 Lux at ground level.
 - The use of reflective surfaces under lights will be avoided.

Public Open Space, Specification of Works, Site 7b

Site 7b Public Open Space Specification

The Public Open Space Scheme for Site 7b shall comply with the details set out within Parameter Plan 07 and shall include details of:

- (1) the final location and boundaries of the Public Open Space on Site 7b, to equate to 0.8ha in total including all boundary treatments.
- (2) the setting out of the public open space to include:
 - a grassed area
 - boundary planting and / or alternative boundary treatments to create an appropriate interface with the layout and development of the adjoining sites
 - areas of potential additional soft planting and
 - play equipment.
- (3) any proposed areas of retained shingle where this will provide enhanced ecology and will form part of a coherent layout and management arrangement plan for the public open space.
- (4) a landscaping plan for the site which shall include details of the site boundary treatments which are to comprise either fencing, bollards and /or planting along the boundaries with Pevensey Bay Road, Pacific Drive and Sites 7a and 7c.
- (5) the reptile refugia to be located within and to form part of the site boundary treatments in accordance with the Reptile Presence / Likely Absence Survey as submitted dated October 2013.
- (6) how grassed and planted areas are to be constructed in order to retain the required topsoil and prevent it being leached through the shingle below.
- (7) the pedestrian and cycle routes linking the Public Open Space on Site 7b with Site 7c and an entrance to enable the continuation of journeys into Site 7a at some point either directly from the public open space or via Pacific Drive
- (8) a pedestrian access between Site 7c and Pevensey Bay Road.
- (9) The location and specification of bicycle hoop storage.

(10) the play equipment to be provided which is to comprise a Neighbourhood Equipped Area of Play (NEAP):

- suitable for children starting to play independently and up to 14 years of age;
- located within the POS at an offset of 30m from any neighbouring residential building; and
- provided by an approved play equipment supplier to be agreed with Eastbourne Borough Council with all metal work to be galvanised and powder coated as standard.

(11) the location and design of formal seating areas to be provided within the Public Open Space and to comprise at least two clusters of benches, each with up to two benches. The benches will comprise either the Glasdon Stanford Seat or an alternative equivalent design and construction to be agreed with Eastbourne Borough Council.

(12) The location and specification of waste and dog litter bins.

(13) The location and specification of lighting within the Public Open Space which will be designed to minimise light spill onto neighbouring areas and which will be designed to take into account the following:

- Where possible artificial light will only be provided when it is required at night (for safety, working, etc) through the use of Passive Infra Red (PIR) sensors and timers.
- Installation of lighting to meet the lowest light levels permitted, consistent with health and safety regulations.
- The column height of any proposed lamp posts will be kept low to reduce light spillage, avoiding upward pointing lights and keeping the spread of light below the horizontal.
- For pedestrian lighting, low level, directional lighting should be used at a recommended level of 1 Lux at ground level.
- The use of reflective surfaces under lights will be avoided.

Public Open Space, Specification of Works, Site 8

Site 8 Public Open Space Specification

The Public Open Space Scheme for Site 8 shall comply with the details set out within Parameter Plan 09 and shall include details of:

(1) the **boundaries** of the Public Open Space on Site 8:

- located within the south-western part of the site, fronting the Harbour;
- to equate to at least 50% of the total area of Site 8 (excluding the site vehicle access but including any land to be set aside for the potential berth holder facility) ; and
- to include clear demarcation between the public open space and the adjoining private areas of the site.

(2) a **landscape arrangement plan** for the site which shall include details of the:

- **site boundary treatments** which will ensure public safety is maintained across the public areas of the site, including along the Harbour edge, and which will protect the privacy and security of the private areas;
- proposed **paved and other hard landscaped features**, including manufacturers details, and **proposed soft planted areas**, including proposed species, which will together:
 - complement the building design and building finishes on Site 8;
 - ensure the public open space is fully accessible including for wheelchair and pushchair users
 - retain public access to the Harbour side
 - integrate areas of formal and / or informal public seating within the space.
- **Access points** to the public open space for both pedestrians and cyclists, which may include way-markers constructed of hard landscape or soft planting features that will help to signpost the public accesses to the harbour side.

(3) **proposed formal seating**, if proposed and to be adopted by the Borough Council, will comprise either the Glasdon Stanford Seat or an alternative equivalent design and construction to be agreed with Eastbourne Borough Council.

(4) the location and specification of **waste and dog litter bins**.

(5) The location and specification of **bicycle hoop storage**.

(6) the location and specification of **lighting** within the Public Open Space which will be designed to minimise light spill onto neighbouring areas and which will be designed to take into account the following:

- Where possible artificial light will only be provided when it is required at night (for safety, working, etc) through the use of Passive Infra Red (PIR) sensors and timers.
- Installation of lighting to meet the lowest light levels permitted, consistent with health and safety regulations.
- The column height of any proposed lamp posts will be kept low to reduce light spillage, avoiding upward pointing lights and keeping the spread of light below the horizontal.
- For pedestrian lighting, low level, directional lighting should be used.
- The use of reflective surfaces under lights will be avoided.

**Schedule 7
Payment Notice**

Agreement Details	
Application Site address	
Application	
Date of original agreement under S106 of the Town and Country Planning Act 1990	
Date of variation of original agreement [where relevant]	
Parties to agreement	
Payee Details	
Payee [name, address and reference]	

Schedule 8

Travel Plan

The Owner hereby covenants with the County Council as follows:

1. THE TRAVEL PLAN AUDITING FEE

- 1.1 Prior to approval of the first Residential Travel Plan or Commercial Travel Plan (as applicable depending on the Site) for each of the Commercial Sites and the Residential Sites to pay the Travel Plan Auditing Fee for that Site to the County Council.
- 1.2 Not to Occupy or cause or allow to be Occupied any part of the relevant Site that is covered by the first Residential Travel Plan or Commercial Travel Plan (as applicable) until the Travel Plan Auditing Fee for that Site has been paid to the County Council in full.

2. THE PRELIMINARY DRAFT TRAVEL PLANS

- 2.1 Prior to the first Occupation of any Dwelling on each Residential Site to prepare and submit to the County Council a preliminary draft version of the Residential Travel Plan ("the Preliminary Draft Residential Travel Plan") for such Site, such plan to:
 - 2.1.1 be based on and consistent with the analysis contained in the Transport Assessment submitted in support of the Application and in accordance with the aims and objectives of the County Council's Guidance on Travel Plans for New Development (September 2008);
 - 2.1.2 identify modal share targets intended to achieve year-on-year reductions in car use journeys to and from the relevant Residential Site ("the Preliminary Draft Residential Travel Plan Objectives");
 - 2.1.3 identify measures and initiatives intended to achieve the Preliminary Draft Residential Travel Plan Objectives; and
 - 2.1.4 include methodologies of the measurement and monitoring of the extent to which the Preliminary Draft Residential Travel Plan Objectives are achieved.
- 2.2 Prior to the first Occupation of the first Commercial Unit to be Occupied on each Commercial Site or phase of the Site to prepare and submit to the County Council a preliminary draft version of the Commercial Travel Plan ("the Preliminary Draft Commercial Travel Plan") for such Site or phase of the Site, such plan to:
 - 2.2.1 be based on and consistent with the analysis contained in the Transport Assessment submitted in support of the Application and in accordance with the aims and objectives of the County Council's Guidance on Travel Plans for New Development (September 2008);
 - 2.2.2 identify modal share targets intended to achieve year-on-year reductions in car use journeys to and from the relevant Commercial Site ("the Preliminary Draft Commercial Travel Plan Objectives");
 - 2.2.3 identify measures and initiatives intended to achieve the Preliminary Draft Commercial Travel Plan Objectives; and

- 2.2.4 include methodologies of the measurement and monitoring of the extent to which the Preliminary Draft Commercial Travel Plan Objectives are achieved.

3. THE DRAFT TRAVEL PLANS

- 3.1 Not to Occupy or cause or allow to be Occupied any Dwelling on each of the Residential Sites until the Preliminary Draft Residential Travel Plan including any appropriate adjustments ("the Draft Residential Travel Plan") for that Site has been approved in writing by the County Council.
- 3.2 Not to Occupy or cause or allow to be Occupied any part of any Commercial Unit on each of the Commercial Sites or phase of the Commercial Sites until the Preliminary Draft Commercial Travel Plan including any appropriate adjustments ("the Draft Commercial Travel Plan") for that Site or phase has been approved in writing by the County Council.

4. THE REVISED DRAFT TRAVEL PLANS

- 4.1 Following conclusion of the first six (6) months of the first Occupation of any Dwelling on each of the Residential Sites to prepare and not later than the conclusion of the first eight (8) months of Occupation of any Dwelling on each of the Residential Sites to submit to the County Council a draft version of the revised Residential Travel Plan ("the Revised Draft Residential Travel Plan") for that Site which will:-
 - 4.1.1 be based on the Draft Residential Travel Plan for that Site;
 - 4.1.2 take account of a transport survey undertaken at the time of preparation of the Revised Draft Residential Travel Plan of the transport patterns and demands arising from the use and Occupation of the Site;
 - 4.1.3 set modal share targets intended to achieve year-on-year reductions in car use journeys to and from the Site ("the Revised Residential Travel Plan Objectives");
 - 4.1.4 identify measures and initiative intended to achieve the Revised Residential Travel Plan Objectives; and
 - 4.1.5 include methodologies for the measurement and monitoring of the Revised Draft Residential Travel Plan.
- 4.2 Following conclusion of the first six (6) months of the first Occupation of any part of any Commercial Unit on each of the Commercial Sites or phase of the Commercial Sites to prepare and not later than the conclusion of the first eight (8) months of Occupation of any part of any Commercial Unit on each of the Commercial Sites or phase of the Commercial Sites to submit to the County Council a draft version of the revised Commercial Travel Plan ("the Revised Draft Commercial Travel Plan") for that Site or phase which will:-
 - 4.2.1 be based on the Draft Commercial Travel Plan for that Site or phase;

- 4.2.2 take account of a transport survey undertaken at the time of preparation of the Revised Draft Commercial Travel Plan of the transport patterns and demands arising from the use and Occupation of the Site;
- 4.2.3 set modal share targets intended to achieve year on year reductions in car use journeys to and from the Site ("the Revised Commercial Travel Plan Objectives");
- 4.2.4 identify measures and initiatives intended to achieve the Revised Commercial Travel Plan Objectives; and
- 4.2.5 include methodologies for the measurement and monitoring of the Revised Draft Commercial Travel Plan.

5. THE RESIDENTIAL TRAVEL PLAN

- 5.1 Not to Occupy or cause or allow to be Occupied more than 50% of the Dwellings on each of the Residential Sites until the Revised Draft Residential Travel Plan including any adjustments ("the Residential Travel Plan") for that Site has been approved in writing by the County Council.
- 5.2 To use reasonable endeavours to achieve the modal share targets intended to achieve year-on-year reductions in car use journeys to and from the Residential Sites set by the Residential Travel Plan for the relevant Site ("the Residential Travel Plan Objectives") from the date of approval in writing by the County Council of the Residential Travel Plan for such Site.
- 5.3 To measure in accordance with the methodology(ies) detailed in the Residential Travel Plan for each of the Residential Sites the extent to which the Residential Travel Plan Objectives for the relevant Site have been achieved at the end of each twelve (12) month period from the date of approval in writing by the County Council of the Residential Travel Plan for a period of five (5) years.
- 5.4 To produce to the County Council a report on the extent to which the Residential Travel Plan Objectives are being achieved for each of the Residential Sites ("the Residential Monitoring Report") immediately following each of the measurement exercises described at Paragraph 5.3 of this Schedule.
- 5.5 Where reasonable to do so, to implement further suitable measures and initiatives (such measures and initiatives to be subject to the prior written approval of the County Council) intended to achieve the Residential Travel Plan Objectives for each of the Residential Sites if the Residential Monitoring Report reveals the Residential Travel Plan Objectives for the relevant Site are not being achieved to a reasonable standard to the satisfaction of the County Council.
- 5.6 Subject to the provisions of Paragraphs 5.7 of this Schedule, if the Owner:-

- a) fails to produce the Revised Draft Residential Travel Plan to the County Council within eight (8) months of first Occupation of each of the Residential Sites; or
- b) fails to comply with the provisions of any or all of the obligations set out in Paragraphs 5.2 to 5.5 above,

on any such occasion the Owner shall pay to the County Council all direct and indirect costs on a full indemnity basis of such measures the County Council (acting at all times reasonably) deem necessary to ensure that reasonable endeavours are made to achieve the Residential Travel Plan Objectives for the Residential Site in question 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.

- 5.7 The Owner's maximum liability pursuant to any Travel Plan obligations (including any liability under the indemnity set out in Paragraph 5.6 above) shall be capped at the sum of £35,000 (thirty five thousand pounds) for each of Site 1 and Site 7c.

6. THE COMMERCIAL TRAVEL PLAN

- 6.1 Not later than the conclusion of the first twelve (12) months following the first Occupation of any part of any Commercial Unit on each of the Commercial Sites or phase of the Commercial Sites to submit the Revised Draft Commercial Travel Plan including any adjustments ("the Commercial Travel Plan") for the relevant Commercial Site or phase thereof to the County Council for approval in writing by the County Council.
- 6.2 To use reasonable endeavours to achieve the modal share targets intended to achieve year-on-year reductions in car use journeys to and from the Commercial Site set by the Commercial Travel Plan for the relevant Site or phase ("the Commercial Travel Plan Objectives") from the date of approval in writing by the County Council of the Commercial Travel Plan for such Site or phase.
- 6.3 To measure in accordance with the methodology(ies) detailed in the Commercial Travel Plan for each of the Commercial Sites or phase thereof the extent to which the Travel Plan Objectives have been achieved at the end of each twelve (12) month period from the date of approval in writing by the County Council of the relevant Commercial Travel Plan for a period of five (5) years.
- 6.4 To produce to the County Council a report on the extent to which the Commercial Travel Plan Objectives are being achieved for each of the Commercial Sites or phase thereof ("the Commercial Monitoring Report") immediately following each of the measurement exercises described at paragraph 6.3 of this Schedule.
- 6.5 Where reasonable and commercially prudent to do so, to implement further suitable measures and initiatives (such measures and initiatives to be subject to the prior written

approval of the County Council) intended to achieve the Commercial Travel Plan Objectives for each of the Commercial Sites or phase thereof if the Commercial Monitoring Report reveals the Commercial Travel Plan Objectives for the relevant Site or phase are not being achieved to a reasonable standard to the satisfaction of the County Council.

- 6.6 Subject to the provisions of Paragraphs 6.7 and 6.8 of this Schedule, if the Owner:-

- a) fails to produce the Revised Draft Commercial Travel Plan to the County Council within eight (8) months of first Occupation of any part of any Commercial Unit on each of the Commercial Sites; or
- b) fails to comply with the provisions of any or all of the obligations set out in Paragraphs 6.2 to 6.5 above,

on each occasion the Owners shall pay to the County Council all direct and indirect costs on a full indemnity basis of such measures the County Council (acting at all times reasonably) deem necessary to ensure that reasonable endeavours are made to achieve the Commercial Travel Plan Objectives for the Commercial Site or phase in question 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.

- 6.7 The Owner's maximum liability pursuant to any Travel Plan obligations (including any liability under the indemnity set out in Paragraph 6.6 above) shall be capped at the sum of £30,000 (thirty thousand pounds) for Site 4 and £40,000 (forty thousand pounds) for Site 7a.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written.

EXECUTED AS A DEED AFFIXING
THE COMMON SEAL of
EASTBOURNE BOROUGH COUNCIL
in the presence of:

Alice Rowland

Authorised Signatory

*Alice Rowland
Lawyer to the Council*



EXECUTED AS A DEED by affixing
hereto THE COMMON SEAL of
EAST SUSSEX COUNTY COUNCIL
in the presence of:

Michael Weiss

Authorised Signatory



EXECUTED AS A DEED by
SOVEREIGN HARBOUR LIMITED

in the presence of:

Director

A.P. Smith

Director/Secretary

O.W.O.

EXECUTED AS A DEED by
**SOVEREIGN HARBOUR
WATERFRONT HOLDINGS LIMITED**

in the presence of:

Director

A.P. Smith

Director

O.W.O.

EXECUTED AS A DEED by
EASTBOURNE HARBOUR COMPANY
LIMITED

in the presence of:

Director



Director/Secretary

