

Maintenance Strategy.

Reason: To ensure proper, adequate and timely provision of sports and recreation facilities to meet the needs of the development.

Earthworks

- 36 No development other than the new A256 Roundabout and the Primary Street shall take place on a phase or sub-phase until details of earthworks, and an implementation programme for carrying out those works to be carried out within that particular phase or sub-phase have been submitted to and approved in writing by the Local Planning Authority. These details shall include grading and mounding of land areas including the levels and contours to be formed, showing the relationship of proposed mounding to existing vegetation and surrounding landform. Development shall be carried out in accordance with the approved details and implementation programme or such alternative details and implementation programme as may be submitted to and approved in writing by the Local Planning Authority

Reason: In the interests of enhancing the quality and enjoyment of the environment and maintaining and enhancing biodiversity corridors and green infrastructure.

WILDLIFE AND HABITAT PROTECTION

Habitat Survey

- 37 No development other than the "256 Roundabout" and the "the Primary Street" shall take place on any phase or sub-phase of the development, until an up to date habitat survey within the development area for that particular phase or sub-phase has been carried out and submitted to the Local Planning Authority for approval. The results of the assessment shall include details of any proposed mitigation measures which shall be in full cognisance of the accompanying Environmental Statement. The development for the phase or sub-phase shall be carried out in full accordance with the Environmental Statement and Masterplan and any mitigation details and measures as approved.

Reason: To ensure habitats and species affected by the development are safeguarded and because the application is EIA development.

Ecological Management Plan

- 38 No development other than the "256 Roundabout" and the "the Primary Street" shall take place on a phase or sub-phase (including any site clearance) until a management plan and monitoring programme for all habitats and species affected by the development for that particular phase or sub-phase, including details of dates of implementation for provision of their monitoring and details of ongoing management has been submitted to and approved in writing by the Local Planning Authority. The development for the phase or sub-phase shall be carried out in accordance with the approved management plan and monitoring programme.

Reason: To safeguard habitats and species affected by the development

Bats

- 39 No development other than the "256 Roundabout" and the "the Primary Street" of a phase or sub- phase shall take place until the results of an up to date bat survey of trees and hedgerows within the development area for that particular phase or sub-phase and where appropriate details of habitat mitigation measures has been submitted to and approved by the Local Planning Authority. The development of that phase shall only be carried out in accordance with the approved details and mitigation measures.

Reason: To safeguard and make provision for species habitat

Badgers setts identified in the Baseline Ecological Assessment

- 40 No development other than the "256 Roundabout" and the "the Primary Street" of a phase or sub-phase shall take place until the results of an up to date badger survey within the development area for that particular phase or sub-phase and the adjacent phases or sub-phases and where appropriate details of mitigation measures has been submitted to and approved by the Local Planning Authority. The development of that phase or sub-phase shall only be carried out in accordance with the approved details and mitigation measures.

Reason: To ensure the welfare of badgers

Reptile Mitigation

- 41 No development other than the "256 Roundabout" and the "the Primary Street" of a phase or sub-phase shall take place until an up to date, full reptile survey and comprehensive mitigation strategy for that particular phase or sub-phase has been submitted to and approved in writing by the Local Planning Authority. The mitigation strategy shall include details of:

- The destructive search and translocation;
- Refugia, and timing of its provision;
- Identification of a receptor site;
- Habitat enhancement works;
- The location and design of reptile exclusion fencing,
- Reptile capture/ and or trapping; and
- A Timetable for the provision of the refugia and implementation of the long term management strategy including monitoring of the receptor site (which shall be for a minimum of 5 years after translocation) and dates for the implementation at each phase or sub-phase of the development.

The approved mitigation strategy shall be fully implemented in accordance with the approved details for each phase or sub- phase and in accordance with the approved timetable and thereafter maintained in accordance with the approved mitigation strategy or such alternative mitigation strategy for each phase or sub phase submitted

to and approved by the Local Planning Authority.

Reason: The site is considered to have good potential for the presence of reptiles and in the interests of creating and maintaining a suitable habitat for reptiles

Breeding Birds

- 42 Prior to development taking place on any agreed phase or sub-phase, other than the "256 Roundabout" and the "the Primary Street", survey work shall be undertaken to establish whether that particular phase or sub-phase includes trees or hedgerows with nesting birds. Should surveys indicate the presence of nesting birds, details of mitigation measures (including a programme for the implementation of such measures) to avoid impact upon them shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the agreed details and mitigation measures.

Reason: In order to protect nesting birds and safeguard ecological diversity within the site.

- 43 No development, nor scrub and vegetation clearance, comprising works to hedgerows, trees, scrub and long-grassland shall take place on any phase or sub-phase of the development during the breeding season (normally taken as between March and late July), where possible nesting sites could be affected, unless a scheme of mitigation has been submitted to and approved by the Local Planning Authority.

Reason: To ensure the protection of breeding birds

ARCHAEOLOGY

- 44 No development of any phase or sub-phase shall take place until the applicant, their agents or successors in title has secured the implementation of any mitigation measures identified within the Environmental Statement for that phase or sub-phase, including:

i) Archaeological field evaluation works in accordance with a specification and written timetable which has first been submitted to and approved in writing by the Local Planning Authority. The archaeological field evaluation works are to be completed and reported on prior to the layout and detailed design of the development being finalised; and

ii) Following on from the evaluation, any safeguarding measures to ensure preservations in situ of important archaeological remains and/or further archaeological investigation and recording in accordance with a specification and timetable which has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure appropriate assessment of the archaeological implications of any development proposals and the subsequent mitigation of adverse impacts through preservation in situ or by record.

CONSTRUCTION MANAGEMENT

Code of Construction Management

- 45 No development shall take place on a phase or sub-phase other than the "256 Roundabout" and the "the Primary Street" until a Code of Construction Practice (CoCP) has been submitted to and approved in writing by the Local Planning Authority for that phase or sub-phase, including site clearance. The CoCP shall be in accordance with the agreed 'Framework CoCP' and be consistent with the government's guidance on Transport Assessment as applicable at the time of submission of the CoCP. The CoCP shall include the following details:
- a) Measures to control the emission of dust and dirt during construction, including a site evaluation and timetable of dust generating activities and dust control measures. These measures shall be in accordance with "The Control of Dust and Emissions from Construction and Demolition Best Practise Guidance (London Councils)".
 - b) A 'Construction Noise & Vibration Assessment' (CNVA) including details of the proposed construction scheduling, plant list and mitigation measures/techniques; taking into account the likely noise and vibration impacts resulting from construction works and vehicle movements (based on final construction methodologies) and procedures for monitoring impacts.
 - c) Details of hours of construction, measures to minimise noise during construction, hours of delivery of plant, machinery and materials, hours of operation of cranes, construction techniques and plant and equipment to be used.
 - a) Details of any piling or any other foundation designs using penetrative methods or where units are constructed with deeper foundations (piles) or concrete pads
 - a) Measures to prevent the formation of potential pathways for the migration of any contamination from the site to the underlying groundwater environment.
 - b) Temporary parking arrangements for site personnel, contractors and visitors.
 - c) Arrangements for the delivery, loading and unloading and removal of materials from site.
 - d) Locations of site compounds, temporary haul roads, surfacing, drainage and any temporary structures including hoardings.
 - e) Arrangements for the storage of plant, machinery and materials used in construction of the development, including details and maintenance of any security measures, and location of stock piles.
 - a) A scheme for the provision of wheel washing facilities for construction

traffic leaving the site prior to the commencement of construction of work on the site and for the duration of construction.

- b) Locations of bowsers on dusty surfaces and roads around the site.
- c) Details of the siting, size and appearance of security fencing and hoarding, including decorative displays and the maintenance of them.
- d) A scheme for transporting, routing and the re-use or disposal of surplus material from, to or within the site, including details of the amount of spoil.
- e) Details for the safe storage of fuels, oils and other potentially hazardous materials on site.
- f) Measures to be taken to protect the uses of Public Rights of Way that traverse the site (in whole or in part), during the construction of the development, to include segregation, warning signs, way marking and/or temporary diversion details.
- g) Details of temporary lighting to be brought onto the site during the course of construction, which shall only be illuminated during working hours and operated in compliance with guidance published by the Institute of Lighting Engineers "Guidance Notes for the Reduction of Light Pollution
- h) A Site Waste Management Plan (SWMP) which shall include details of a scheme for the recycling and disposing of waste resulting from construction and site clearance works.
- i) Details of how any land contamination will be avoided and addresses so as to ensure any potential risks are minimised
- j) A management and monitoring programme and schedule for the construction period
- k) Details of a Workforce Scheme to identify how developers, contractors and sub-contractors will endeavour to use and employ local people and businesses in the construction of the development.

The approved CoCP and all details therein shall be adhered to throughout the construction period. Reason: In the interests of highway safety and efficiency, preserving and safeguarding human health, biodiversity and the environment

Reason: In the interests of highway safety and efficiency, preserving and safeguarding human health, biodiversity and the environment

NOISE

- 46 All dwellings, including flats shall be constructed such that the reasonable internal unoccupied noise levels detailed in Table 5 of British Standard 8233:1999 "Sound Insulation and Noise Reduction for Buildings – Code of Practice" are met. Reserved matters applications for any phase or sub-phase shall demonstrate how the construction of the dwellings, including flats will meet this Standard.

Reason: To safeguard the quality of life of future occupants

Other Noise Sources

- 47 When operating, the design and installation of new items of fixed plant and machinery shall be such that the cumulative noise level $L_{Aeq T_r}$ arising from the proposed plant and machinery, measured or predicted at 1 metre from the facade of the nearest noise sensitive premises, shall be at a rating level 5dB (A) below the background noise level $L_{A_f90 T_{bg}}$

Reason: To safeguard amenities of the surrounding areas

Contamination

- 48 No development on a phase or sub-phase shall take place until, in accordance with section 7.4 and using information in the Phase 1 Ground condition report (Peter Brett Associates, July 2010, Reference: 23304 DTS/Rev2), for each phase or sub phase:

(1) An investigation and risk assessment shall be undertaken by competent persons. A written report of the findings shall be submitted to and approved in writing by the Local Planning Authority. The report shall include an assessment of the nature and extent of any contamination on the site, whether or not it originates on the site. The report shall also include the following:

- (i) A survey of the extent, scale and nature of contamination;
- (ii) An assessment of the potential risks to:
 - Human health;
 - Property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
 - Adjoining land,
 - Ground waters and surface waters,
 - Ecological systems,
 - Archaeological sites and ancient monuments; and
- (iii) An appraisal of remedial options and identification of the preferred option(s).

All work pursuant to this Condition shall be conducted in accordance with the DEFRA and Environment Agency document *Model Procedures for the Management of Land Contamination (Contamination Report 11)*.

- (2) If an investigation and risk assessment shows that remediation is necessary, a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the development on

that phase or sub-phase. The scheme shall include details of all works to be undertaken, proposed remediation objectives and remediation criteria, a timetable of works, site management procedures and a verification plan. The scheme shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. The approved remediation scheme shall be carried out in accordance with the approved terms including the timetable. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation scheme works.

(3) Where a remediation scheme has been required, and has been approved by the Local Planning Authority, prior to commencement of development on that phase or sub-phase, a verification report demonstrating completion of the works set out in the approved remediation scheme and the effectiveness of the remediation shall be 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 details of longer-term monitoring of pollutant linkages and maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the Local Planning Authority. Any material imported to the site shall be laboratory certified as suitable for use.

(4) In the event that, at any time while the development on a phase or sub-phase is being carried out, contamination is found that was not previously identified, work shall cease and it shall be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment shall be undertaken and where remediation is necessary a remediation scheme shall be prepared. The results shall be submitted to the Local Planning Authority and approved before work recommences. Following completion of measures identified in the approved remediation scheme a verification report shall be prepared and submitted to the Local Planning Authority in the manner identified within para 3 above.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land, together with those to controlled waters, property and ecological systems, are minimised and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors

WASTE MANAGEMENT & RECYCLING: POST OCCUPATION

49 No development of a phase or sub-phase other than the "256 Roundabout" and the "the Primary Street" shall take place until a detailed Waste Management & Recycling Scheme (WMRS) has been submitted to and approved by the Local Planning Authority for that phase or sub-phase, which shall include:

- measures to be taken to encourage users and occupiers of the completed development to manage their waste effectively and sustainably;
- details of storage within individual properties of recyclable, non-recyclable and green waste;
- readily accessible community recycling facilities details;

- timing for the provision of the facilities; and details of the management and maintenance of the facilities.

The measures set out shall be implemented and carried out in accordance with the approved scheme.

Reason: To ensure satisfactory and sustainable provision is made for management of waste and refuse

SURFACE AND FOUL WATER DISPOSAL

Surface water

50

No development other than the new A256 Roundabout and the Primary Street of a phase or sub-phase shall take place until details of a surface water drainage/disposal scheme for that phase or sub-phase, to serve all new development within that phase or sub-phase, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, and details of timing for provision has been submitted to and approved in writing by the Local Planning Authority in consultation with the Kent County Council Highway Authority and Environment Agency. The scheme shall:

- Incorporate the use of Sustainable Urban Drainage Systems (SUDs) using infiltration techniques and swales, and the use of porous and permeable surface materials (subject to detailed design and consultation with any adopting authorities).
- Demonstrate that the surface water run-off generated by rainfall events of various intensities and durations (up to and including the 100yr critical storm) will not exceed the run-off from the undeveloped site following the corresponding rainfall event, and where discharging off-site, will be restricted to a rate to be agreed with the Local Planning Authority.
- Be accompanied by all appropriate calculations to demonstrate that sufficient storage will be provided.
- Include a timetable for its implementation.
- Provide a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.
- Show, where applicable, how the drainage scheme will connect to or provide connection services outside the phase or sub-phase.
- Works shall be carried out in accordance with the approved scheme and details. No infiltration of surface water drainage into the ground shall be permitted, other than in accordance with the approved details and express written consent of the Local Planning Authority.

Reason: To prevent increased risk of flooding off-site, and to ensure that flood risk on-site will be suitably managed to prevent harm to the water environment

Sewerage and foul drainage

- 51 None of the dwellings within each phase or sub-phase shall be occupied until works for the disposal of sewage and foul water have been provided on the site to serve that phase or sub-phase and pipework shall be sized to serve 1933 units in accordance with details including a schedule and programme of works that shall be submitted to and approved in writing by the Local Planning Authority prior to the development of that phase taking place. The development shall be carried out in accordance with the agreed schedule and programme.

Reason: To ensure adequate measures are made for the disposal of sewage and foul drainage and sewage.

Suitability of soakaways

- 52 No development other than the new A256 Roundabout and the Primary Street of any phase or sub-phase shall take place until details of the results of ground investigation to assess the suitability of soakaways without increasing risk of pollution to groundwater and any mitigation measures for that phase or sub-phase have been submitted to and approved in writing by the Local Planning Authority. The development shall be fully implemented in accordance with the approved details prior to the first occupation of any unit within the particular phase or sub-phase to which the details relate.

Reason: To safeguard the water environment

Sewer protection

- 53 No development other than the new A256 Roundabout and the Primary Street of a phase or sub-phase including any site clearance shall take place until a schedule and programme for details of measures to be undertaken to protect the public sewers throughout the course of the development of that phase or sub-phase has been submitted to and approved by the Local Planning Authority, in consultation with any adopting Authority. Measures shall be put in place and maintained in accordance with the approved schedule and programme.

Reason: To ensure satisfactory sewerage treatment provision is made

OTHER UTILITIES

Underground ducting

- 54 All telephone, electricity and communal television services to the residential and business/live-work units permitted on each phase or sub-phase shall be via underground ducts.

Reason: In the interests of visual amenity

Electricity sub-stations

- 55 No development other than the new A256 Roundabout and the Primary Street on a phase or sub-phase shall take place until details of the location, design, appearance, means of enclosure to, and the timing for provision of any above ground electricity substation or operations to facilitate the additional capacity which may be required to serve the development, has been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details and in accordance with the approved phasing programme.

Reason: In the interests of visual and residential amenity

Broadband

- 56 Before development commences details shall be submitted (or as part of reserved matters) for the installation of fixed telecommunication infrastructure and High Speed Fibre Optic (minimal internal speed of 100mb or better) connections to multi point destinations and all buildings including residential, commercial and community. This shall provide sufficient capacity, including duct sizing to cater for all future phases of the development with sufficient flexibility to meet the needs of existing and future residents. The infrastructure shall be laid out in accordance with the approved details and at the same time as other services during the construction process

Reason: In the interests of sustainability

Drawing and Document Schedule

DOV/10/01010 - Application Contents

Documents as originally submitted, December 2010

- Arboricultural implications assessment summary September 2010
- Waste Management Statement October 2010
- Masterplan response statement November 2010
- Addendum; Description of Development
- Energy Strategy R001/rev02 November 2010

- Planning Statement November 2010
- Phase 1 Ground Condition report 23304 Rev 2 & technical note July 2010
- Statement of Community Engagement November 2010
- Infrastructure Statement November 2010
- Design Code November 2010
- Travel Plan October 2010
- Parking Strategy October 2010
- Environmental Statement November 2010

Drawings/documents/assessments and addendums:

- Supplementary Air Quality Report R001/rev00 December 2010, as received 10th February 2011
- Supplementary Noise report R001/rev00 December 2010, as received 10th February 2011
- ES Chapter 9.0 Transport and Access (amended) 17 January 2011, as received 10th February 2011
- ES Chapter 10 Air Quality (amended) 17 January 2011, as received 10th February 2011
- ES Chapter 11 Noise and Vibration (amended) 17 January 2011, as received 10th February 2011
- ES Appendix 8.5 Appropriate Assessment (amended) 1 February 2011, as received 10th February 2011
- Environmental Statement Technical Appendix - Transport Assessment (amended) 22 December 2010, as received 10th February 2011
- ES Chapter 8.0 Ecology and Nature Conservation (amended) 1 February 2011, as received 22nd February 2011
- Affordable Housing Statement M10/0804 June 2011, as received 30th June 2011
- ES Appendix 9.1 to Chapter 9 Phase 1 Transport Assessment (including Phase 1a Transport Assessment) (amended) June 2011, as received 4th July 2011
- Whitfield Phase 1 Proposed Access Junction 0088-GA-02, as received 7th July 2011

- Landscape and Biodiversity Management Strategy July 2011, as received 8th July 2011
- Landscape Strategy Plan 18379 Rev A, as received 8th July 2011
- Whitfield Roundabout Phase 1/1A proposed solution 11560088/SK/010 rev E, as received 11th July 2011
- Landscape strategy plan – SAC mitigation with sub-phasing Sub Phase 4 links 18379 L233-4, as received 19th July 2012
- Design and Access Statement July 2012, as received 7th August 2012
- Environmental Statement Preamble August 2012, as received 7th August 2012
- Landscape Strategy Plan – SAC Mitigation 18379 L231 C, as received 7th August 2012
- Landscape strategy plan – SAC mitigation with sub-phasing Sub Phase 1 links 18379 L233-1 A, as received 7th August 2012
- Landscape strategy plan – SAC mitigation with sub-phasing Sub Phase 2 links 18379 L233-2 A, as received 7th August 2012
- Landscape strategy plan – SAC mitigation with sub-phasing Sub Phase 3 links 18379 L233-3 A, as received 7th August 2012
- Phase 1 Public realm and open space strategy plan L218 Rev C, as received 7th August 2012
- Phase 1 Childrens play strategy plan L217 Rev B, as received 7th August 2012
- Phase 1 Landscape character zones L216 Rev C, as received 7th August 2012
- Landscape Strategy Plan 18379 L213 B, as received 7th August 2012
- Landscape and Biodiversity Management Strategy Plan L214 B, as received 7th August 2012
- Supplement to Submitted Planning Statement 7 August 2012, as received 7th August 2012
- Figure 4.1 Parameter Plan Land use Access and Landscaping 5498 SK 22 C, as received 7th August 2012

- Figure 4.1 Phase 1 Parameter Plan Land Use 5498 SK 39 I, as received 7th August 2012
- Figure 4.2 Parameter Plan Building Height (mAOD) 5498 SK 23 A, as received 7th August 2012
- Figure 4.3 Parameter Plan Building Height (storeys) 5498 SK 27 A, as received 7th August 2012
- Figure 4.4 Parameter Plan Land Use Access and Landscape 5498 SK 31 B, as received 7th August 2012
- Figure 4.5 Parameter Plan Wider Masterplan Area Building Height (storeys) 5498 SK 32 A, as received 7th August 2012
- Site Location for Phase 1 and 1a 5498 003 A, as received 7th August 2012

INFORMATIVES:

- The application is for outline planning permission which has been subject to an Environmental Impact Assessment (EIA). It should be noted that as this is a multi-stage EIA application, the submission of reserved matters will be screened to determine whether a fresh EIA is required. In the interests of expediency it is advised that a formal screening opinion request is submitted to the Local Planning Authority to determine prior to the submission of any reserved matters applications.
- Layout: In determining future layouts due regard must be had to the proximity and relationships of development with Listed Buildings and Heritage Assets at Church Whitfield in particular, the residential amenities of existing and future occupants and the topography and natural features of the site and adjacent landform and uses
- The application is for outline planning permission with the principle means of access to the site to be determined at this stage as part of the application. The location of the principle access from the A256 and the initial section of the primary access road within the site will be fixed.
- DDC & KCC do not support the use of parking courts. Garages must meet minimum standard size requirements if they are to be considered for accommodating a vehicle at 5.6 x 2.6m OR 5.0 x 3.2m. If cycle parking is to be accommodated within the garage, then minimum sizes need to be increased to 5.5m x 3.6m (single) or 5.5m x 6.0m (double). Provision for parking should be a design led process based upon the characteristics of the site, the locality, the nature of the proposed development and its design objectives, in accordance with Core Strategy policy DM13.
- Any access to a parking area that is height restricted must accommodate a minimum head room of 2.5m
- Where possible communal car parking should be shared by different non-residential facilities in order to reduce the overall parking requirement. Account should be taken of the timing of different uses and of linked trips. In addition, it should be noted that non-residential use during the day could also provide residential or visitor parking during the evenings or overnight.

- Reasonable endeavours must be used to ensure Travel Plans are provided to occupants prior to occupation of any dwelling
- A formal application for connection to the water supply is required in order to service this development. To initiate a Water Capacity Check, please contact the water provider
- Waste & Recycling Management Strategy: domestic waste collection has implications for the streetscape and character and appearance of an area. The scheme design must be developed to meet the requirements of DDC Kerbside Collection arrangements. The applicant states that both the both the commercial and residential properties will have sufficient waste storage areas for collection apparatus and bins as a minimum as well as adequate access for waste collection vehicles and operatives. Bin storage facilities and refuse/recycling strategies will influence the site, design and layout of the final scheme and these issues will be considered and determined at the reserved matters stage.
- The developer must agree with utility providers, prior to the commencement of the development of a phase or sub-phase, all necessary works and charges, including preparation and completion of any legal agreements, associated with the provision of potable water supply, gas, electricity and telephone/broadband connections
- There is a high potential for archaeology to be present within the development site. Such remains could be found close to the surface and would therefore be vulnerable to most forms of ground modification involved with development. The applicant should ensure that the archaeological field evaluation works are completed and reported on in consultation with KCC before the design, layout, groundworks and impacts of the development are finalised. The results of the evaluation should be used to inform the design and layout of the development to ensure that meaningful preservation of archaeological remains in-situ is achieved.
- Should any bats, badgers or other such protected species, or evidence of such protected species be found prior to or during works, works must stop immediately and Natural England and the Local Planning Authority contacted for further advice before works can proceed. This is a legal requirements under the 1981 Wildlife and Countryside Act (as amended) and applies to whoever carries out the work. All contractors working on this site should be made aware of this and provided with Natural England's details.
- Travel Plans referred to by this decision notice should contain SMART (specific, measurable, achievable, realistic and time-bound) targets. Targets should include output targets which relate to specific actions and outcome targets. A monitoring framework must be included that includes an annual travel survey of the site users (SPD 5.16).
- Waste and Recycling Management : domestic waste collection has implications for the streetscape and character and appearance of an area. The developed scheme must meet the requirements of DDC Kerbside Collection arrangements. The applicant states that both commercial and residential properties will have sufficient waste storage areas for collection apparatus and bins as a minimum as well as adequate access for waste collection vehicles and operatives. Bin storage facilities and refuse/recycling strategies will influence the design and layout of the final scheme and these matters will be considered at the detailed reserved matters stage
- No development shall be carried out within 3 metres either side of the centre line of any public sewer. All existing infrastructure must be protected during the course of construction. No habitable rooms should be located closer than 15 metres to the boundary of a pumping station site boundary. You are advised to seek further advice on these requirements from SWA.

- The BT GPON system is currently being rolled out in Kent by BDUK. This is a laid fibre optical network offering a single optical fibre to multi point destinations i.e. fibre direct to premises

In reaching the decision to grant planning permission, the Local Planning Authority has taken into account the requirement in Section 38(6) of the Planning and Compulsory Purchase Act 2004 to determine the application in accordance with the Development Plan, the policies of the Development Plan and all other material considerations. Policies are referred to in conditions where appropriate.

In accordance with paragraphs 186 and 187 of the NPPF, Dover District Council (DDC) takes a positive and proactive approach to development proposals focused on solutions. DDC works with applicants/agents in a positive and proactive manner by: Offering a pre-application advice service; where possible, suggesting solutions to secure a successful outcome; and, as appropriate, updating applicants/agents of any issues that may arise in the processing of their application. In this instance:

SUMMARY OF REASONS FOR THE GRANT OF PLANNING PERMISSION

1 Land Use The CS allocation and SPD identifies Whitfield as a strategically suitable Urban Expansion location, for the release of fresh land to provide about 5,750 dwellings along with a new village centre. The development proposes some 1250 dwellings as well as additional physical and social infrastructure. This proposal contributes significantly to the Councils aims and aspirations for the Whitfield Urban Expansion. The development proposals are broadly in accordance with the NPPF, CC1 CS policies CP1 and CP2 and the WUE SPD

2 Masterplan and Design Principles

The development would, on the whole, address and incorporate the aspirations of the CS and WUE SPD. The indicative and illustrative design principles that have been developed through the application are considered to be sufficiently suitable in terms of content, form, scale, layout and detailing to support the application. Connectivity and permeability are key requirements which would contribute towards the success of the new village centre. Detailed supporting documents will be required which show how this will be achieved as well as showing how the existing features and characteristics of the village will inform high standards of design quality to streets and buildings, as part of any reserved matters applications. Due care is to be given to ensure the development proposals would be suitably treated to ensure there would be no adverse impact on the existing village and wider landscape. Detailed mitigation measures will be identified within a masterplan, design code and other detailed documents. These detailed proposals will ensure continuity and connectivity in visual and physical terms between the development and the existing village throughout the estimated lifetime of the expansion and beyond. New routes and links would be provided and existing routes and paths that are likely to be affected would be improved and enhanced. The grant of planning permission is therefore in accordance with the NPPF, CS Policies CP1,2,3,4,5,6,7, DM 2,5,11,12,13,15,16,17,20,22 the WUE SPD and the Kent Design Guide.

3 Amount, Density, House Types (including affordable housing) and Uses

The dwelling numbers proposed would ensure the best use is made of allocated land for the provision of dwellings. There is no affordable housing proposed as sufficient evidence has been submitted by the applicant which shows its provision would render the entire development unviable. This lack of affordable housing is acceptable in this instance as the contribution will be off-set by the significant level of other infrastructure being provided for by this initial phase of the WUE. The indicative mix of house types is not in accordance with the Councils CS policy, however this matter can be reviewed in more detail during consideration of detailed reserved matters applications for the various phases. On balance the grant of planning permission would therefore be in accordance with the objectives of the NPPF, CS policies CP4, 11 and DM5, and the WUE SPD.

4 Highways, Transport and Access

The proposals include provision for off-site infrastructure and surrounding highways as well as identifying necessary improvements to existing accesses, routes and junctions. Public transport provision will be enhanced through an initial expansion to the existing bus service to the village, and a new public transport hub will be created at the village centre to which the phase 1 development would be connected. In the future the expansion of the WUE and highway network that serves it will be expected to serve an express bus service between the expanded village to the Dover town centre one of the Councils primary aspirations for the District with regards to town centre and district wide regeneration. Car parking provision within the application site is to be controlled to limit the impact of car borne journeys. Electric car charging points are included throughout the development area and a Travel Plan will be required. Travel packs will be distributed to new home-owners. Enhancement of existing footways and pedestrian links is proposed as well as the provision of new footpath and cycle routes, to encourage walking and cycling. Connectivity between the phase 1 development area and village centre and surrounding development areas is a high priority. The grant of planning permission would be in accordance with the NPPF, CS policies CP1, 6, and 11, DM12 and 13 and the WUE SPD.

5 Green Infrastructure, Play Space, Sports Provision and Public Realm Management and Maintenance

The proposals include provision for considerable expanses of GI (design, layout and location to be agreed at the reserved matters stage), which will include public realm spaces SAC mitigation ensures, play and recreation facilities and school with playing fields. Detailed measures for the protection and enhancement of existing trees and hedgerows will be achieved through reserved matters applications in the future. New tree and hedgerow screening and planting will be provided throughout the development and will be used as screening where appropriate between new and existing buildings and properties. Provision is made for the management and maintenance of the public realm areas. All these components contribute towards an acceptable level of green infrastructure provision for the existing and expanded village. It is considered that the development proposals will bring wide ranging environmental benefits to the village. The application is therefore acceptable and in accordance with the NPPF, CS policies CP6, 7 and 11 the WUE SPD and Habitats Regulations.

• Sustainability, Renewables and Utilities

The buildings would be sustainable and durable and would be sustainable home code compliant. SUDs is incorporated into the scheme. Public transport is to be enhanced and private car use and activity is to be generally controlled by limitations on the number of car parking spaces being available. The Design Code would also ensure that suitable monitoring and adherence to current guidance is achieved throughout the lifetime of the development to minimize any environmental impacts as far as possible. Although renewable energy measures are indicative at this stage future phases may be likely to include renewable energy measures as government requirements become more rigorous. Buildings will be constructed in accordance with current Code for Sustainable Homes and BREEAM requirements. There are indicative outline proposals for ground heat source complexes and energy centres in some cases. There is an over provision of utility infrastructure proposed by this phase of the WUE (the cost of which is off-setting the requirements for some other social infrastructure provision – see above and below). The proposals are on balance considered to be generally in accordance with sustainability aims and objectives in accordance with the NPPF, CS policy CP6, 7 and 11, DM 11 and 17 and the WUE SPD.

6 Pollution and Contamination

The proposals include mitigation measures to deal with the impacts and effects of development to ensure that potential risks from land and controlled waters contamination, noise, vibration etc and light pollution are satisfactorily mitigated. The development is therefore in accordance with the NPPF,; CS Policy DM17 and the WUE SPD.

7 Infrastructure

The development proposes contributions towards a range of community facilities and provisions which would benefit the existing and expanded population into the future. The legal agreements accompanying this application, and associated application for the village centre, combine to ensure adequate provision of infrastructure will be made. This development is unable to provide some of what would otherwise be development generated social infrastructure, the cost of this is being off-set by overprovision of utility infrastructure. It is expected, through the monitor, and adjust process as identified in the SPD that other future developments will be able to make up some of the shortfall as they will not have to contribute towards all utility infrastructure in some cases. This situation will be the subject of ongoing review by the LPA. The proposals are therefore in accordance with the NPPF, CS policy CP6 and 11 and the WUE SPD.

8 SAC Mitigation and the requirements of European Legislation

The development includes sufficient SAC mitigation measures to satisfy the European Directives and Habitats Regulations.

10 Environmental Statement

The decision to grant planning permission has been made in full cognisance of the accompanying Environmental Statement.

In reaching the decision to grant planning permission, the Local Planning Authority has taken into account the requirement in Section 38(6) of the Planning and Compulsory Purchase Act 2004 to determine the application in accordance with the NPPF, the policies set out in the Development Plan, the WUE SPD and all other material considerations. Relevant policies are referred to above where appropriate.

In dealing with this application the Local Planning Authority have worked with the applicant in a positive manner based on seeking solutions to problems arising in considering the application.

Dated:

DISTRICT COUNCIL OFFICES
WHITE CLIFFS BUSINESS PARK
DOVER KENT CT16 3PJ
TEL:DOVER (01304) 821199

Signed:

For Mike Ebbs
Head of Regeneration & Development

YOUR ATTENTION IS DRAWN TO THE REQUIREMENTS OF THE CONDITIONS SET OUT IN THIS DECISION NOTICE. THE PLANNING PERMISSION IS CONDITIONAL ON COMPLIANCE WITH THESE REQUIREMENTS. SOME CONDITIONS MAY REQUIRE THE SUBMISSION AND APPROVAL OF FURTHER DETAILS BEFORE ANY WORK IS COMMENCED AND SUCH SUBMISSIONS WILL BE SUBJECT TO A FURTHER FEE.

ANY CHANGE TO THE APPROVED PLANS IS LIKELY TO REQUIRE A FURTHER PLANNING PERMISSION.

FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY LEAD TO LEGAL ACTION BY THE DISTRICT COUNCIL AND /OR MEAN THAT THE PERMISSION IS VOID.

YOUR ATTENTION IS ALSO DRAWN TO THE NOTES AND ANY LETTER ACCOMPANYING THIS NOTICE

Appeals to the Secretary of State

- * If you are aggrieved by the decision of the Council to refuse permission for the proposed development, or to grant permission subject to conditions, you may wish to discuss with the Council whether a revised proposal would be likely to succeed; the District Council is likely to charge for such discussions. Otherwise you may appeal to the First Secretary of State under Section 78 of the Town and Country Planning Act 1990. If you wish to appeal, you must do so **within 6 months** of the date of this notice **or within 12 weeks of this date if your application concerned is householder development or minor commercial. Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN, Tel: 0303 444 5000, or online at www.planningportal.gov.uk/pcs.**

The Secretary of State has power to allow a longer period for giving notice of an appeal, but he will not be prepared to use this power unless there are extraordinary 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 Council could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

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

Purchase Notices

- * If either the Council or the Secretary of State 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 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. 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.

Environmental Statements

- * If you submitted an Environmental Statement, the Local Planning Authority has taken that environmental information into consideration in reaching its decision.

Other Matters

- * Any planning permission or approval granted is confined to permission under the Town and Country Planning Act and the Town and Country Planning (General Development Procedure) Order 1995, and does not negate the need for compliance with any other enactment, bylaw, or other provision whatsoever or of obtaining from the appropriate authority or authorities any permission, consent, approval or authorisation which may be required. This includes the need to apply for Listed Building Consent should the proposal involve the demolition or alteration (internal or external) of, or extension to, a building listed as being of Architectural or Historic Interest, or of any structure built before July 1948 within the curtilage of a listed building, and Conservation Area Consent for the total or substantial demolition of any unlisted building if it is situated within a designated conservation area.

- * **You are advised particularly to contact the Building Control Officer at the District Council Offices, White Cliffs Business Park, Dover (01304 821199) to ascertain whether permission is necessary under the Building Regulations. Attention is also drawn in particular to the provisions of Section 53 of the County of Kent Act 1981, which may be applicable, the requirements of the Party Wall Etc Act 1996 concerning notifying affected neighbours and the Housing Act 2004 concerning the adequacy of lighting to habitable rooms. Many species of wildlife and their habitat are protected by law.**

- * Should any change be required to your proposal, however minor, in connection with other legislation or otherwise, a further planning permission is likely to be required to ensure that the development is authorised.

SCHEDULE 3

The Owner's Covenants with the District Council

1. PROGRESS OF DEVELOPMENT

Notification shall be given to the District Council in writing:

- 1.1 Upon the Commencement of Development; and
- 1.2 Upon the Commencement of any Sub-Phase; and
- 1.3 Upon First Occupation of the Development; and
- 1.4 Upon First Occupation of any Sub-Phase; and
- 1.5 The date on which 60 Market Housing Units are Occupied in each Phase or Sub Phase (Green Infrastructure)
- 1.6 The date on which 150 Market Housing Units are Occupied (Affordable Housing)
- 1.7 The date on which 100 Residential Units are Occupied (Section 106 Monitoring Contribution) (Bus Services Contribution) (Bus Infrastructure)
- 1.8 The date on which 190 Residential Units are Occupied (Sports Facilities Contribution)
- 1.9 The date on which 401 Residential Units are Occupied (Health and Social Care Centre)(School)
- 1.10 The date on which 620 Residential Units are Occupied (Allotments) (Sports Facilities Contribution)
- 1.11 The date on which 750 Residential Units are Occupied (Honeywood Parkway Scheme)
- 1.12 The date on which 800 Residential Units are Occupied (Honeywood Parkway Works) (A2 Crossing Contribution) (Phase 1A Link Contribution) (Duke of York Roundabout Contribution)
- 1.13 The date on which 825 Residential Units are Occupied (Sports Facilities Contribution)
- 1.14 The date on which 1,142 Residential Units are Occupied (Sports Facilities Contribution)

2. **UPDATED ECONOMIC VIABILITY ASSESSMENT**

2.1 In the event that the A256 Roundabout and the Primary Street Works have not been constructed:

- (a) in accordance with a specification and to a standard approved in writing by the County Council; and
- (b) made available for pedestrian and vehicular use by members of the public

by the date which is the earlier of the date which is:

- (i) three years and three months from the date of this Agreement; or
- (ii) two years and three months from the date of the Primary Street s278 Agreement

except in the case of Force Majeure in which case both dates shall be extended by the amount agreed pursuant to clause 3.6 there shall be no further Occupation of any Residential Unit within the Site after that date until the following events have occurred:

- (A) An Updated Economic Viability Assessment has been prepared and submitted to the District Council within 28 Working Days after the relevant date specified above;
- (B) The Owner has paid the District Councils reasonable costs in relation to its review of the Updated Economic Viability Assessment; and
- (C) A deed of variation and/or Supplementation has been entered into between the Parties in respect of this Agreement to reflect any additional contribution by way of money or the provision of works services or facilities which the District Council reasonably requires to be made by the Owner
 - (i) as a result of an improvement in the viability of the Development; and
 - (ii) in the context of the reduction in the level of contributions required pursuant to this Agreement because the District Council considered it appropriate in all the circumstances to enable the Development to proceed with all expedience.

AND FOR THE AVOIDANCE OF DOUBT there shall be no reduction in the level of contributions from that which is expressed in this Agreement to be made in consequence of the Updated Economic Viability Assessment.

2.2 Except in the case of Force Majeure the process stated in Paragraphs 2.1 (A)-(C) of this Schedule 3 to this Agreement shall be repeated on the third anniversary of the date on which the Updated Economic Viability Assessment is submitted to the District Council and on each subsequent third anniversary until such time as the A256 Roundabout and the Primary Street have both been constructed:-

- (a) in accordance with a specification and to a standard approved in writing by the County Council; and
- (b) made available for pedestrian and vehicular use by members of the public.

3. GREEN INFRASTRUCTURE

3.1 Subject to the provisions of paragraph 3.2 below, the Owner shall not, from the date of this Agreement use or allow the use of:

- (a) the Green Infrastructure Land; or
- (b) any land in the immediate vicinity meaning within 100m of the Green Infrastructure Land

for any purpose which would or could reasonably be considered by the District Council potentially to:-

- (A) compromise the provision of the Green Infrastructure pursuant to the terms of this Agreement;
- (B) render the Green Infrastructure Land less suitable for use for the purposes of providing the Green Infrastructure in perpetuity; or
- (C) add to the cost or time likely to be taken:-
 - (i) to construct and/or lay out the Green Infrastructure;
 - (ii) for the Green Infrastructure to become operational and available for use by members of the public in perpetuity

and shall not encroach upon or encumber or allow any encroachment on or encumbrance of the relevant area of land such that any of the events in Paragraph 3.1 (A)-(C) would or could potentially occur.

- 3.2 Prior to the Commencement of Development of any Phase or Sub-Phase which includes any Green Infrastructure Land safeguarded pursuant to the provisions of Paragraph 3.1 of this Schedule 3 to this Agreement the Owner shall prepare a Green Infrastructure Management and Maintenance Plan and submit it to the District Council in writing for approval by the District Council AND FOR THE AVOIDANCE OF DOUBT any Green Infrastructure Management and Maintenance Plan shall not include proposals for the management and maintenance of the SAC Mitigation Land.
- 3.3 Commencing upon approval of the reserved matters for any Phase or Sub-Phase where the Green Infrastructure is to be located and in any event no later than the date on which 60 Market Housing Units are First Occupied within such Phase or Sub-Phase the Owner shall construct landscape and otherwise complete or shall procure the construction, landscaping and otherwise completion of the relevant Green Infrastructure (which for the avoidance of doubt shall not include the SAC Mitigation Land) in a proper and workmanlike manner in accordance with the relevant Green Infrastructure Management and Maintenance Plan as approved by the District Council.
- 3.4 The completion of an area of Green Infrastructure for any Phase or Sub-Phase shall be certified by a Certificate of Practical Completion and the Owner shall thereafter maintain that Green Infrastructure in accordance with the relevant Green Infrastructure Management and Maintenance Plan in perpetuity.
- 3.5 The Green Infrastructure (aside from areas where the public are temporarily excluded for safety or maintenance purposes) shall be kept available and fit for its agreed use by the public in perpetuity and in good condition in accordance with the Green Infrastructure Management and Maintenance Plan PROVIDED ALWAYS THAT:-
- (a) in the event that any element of the Green Infrastructure becomes unavailable or unfit for public use (whether a breach materially affects public use shall be determined by the Regeneration and Development Manager (or such other officer as the District Council shall appoint to deal with the matter) the District Council may serve notice accordingly specifying the work required to make the element of Green Infrastructure available and fit for public use within seven days after the date of the notice or such longer period as may be reasonable depending on the work required; and
 - (b) in the event of a failure to comply with such notice after the expiration of seven days the District Council may carry out the works and recover the costs of doing so from the Owner.

3.6 If any element of the Green Infrastructure shall become in a dangerous condition (or the District Council shall have served notice accordingly) the Owner shall take immediate steps to remove the danger to make that element of the Green Infrastructure safe PROVIDED ALWAYS THAT in the event the Green Infrastructure is not made reasonably safe within 24 hours the District Council may carry out the works and recover the costs of doing so from the Owner.

3.7 In the event of any other breach of the Green Infrastructure Management and Maintenance Plan and/or the Green Infrastructure Maintenance Programme the District Council may serve a notice ("the **Notice**") specifying the breaches of the Green Infrastructure Management and Maintenance Plan and/or the Green Infrastructure Maintenance Programme and requiring those breaches to be remedied within the period of 28 days after the date of the Notice or such longer period as may be reasonable given the nature of the breach PROVIDED ALWAYS THAT if the Owner has not:-

- (a) remedied the breaches specified within the Notice within 28 days; or
- (b) invoked the provisions of Clause 7 to this Agreement to deal with any matter they dispute in relation to any breach specified in the Notice and (in the event that the breach is confirmed by the Expert) thereafter remedied the breach specified in the Notice

then the District Council may carry out the works required to remedy the breach and recover the costs of doing so from the Owner

3.8 **Future Maintenance of Green Infrastructure**

From the date on which the Certificate of Practical Completion is issued for the Green Infrastructure for each Phase or Sub Phase the Owner shall:-

- (a) maintain the Green Infrastructure for that Phase or Sub-Phase in perpetuity; or
- (b) appoint a management company or other organisation to manage the Green Infrastructure for that Phase or Sub-Phase in perpetuity.

3.9 The Owner shall:-

- (a) within three months after the date on which the Certificate of Practical Completion is issued submit to the District Council a suitable Green Infrastructure Maintenance Programme and explain the mechanisms which have been put in place to ensure the long term maintenance of that Green Infrastructure for approval by the District Council;

- (b) maintain or procure the maintenance of the Green Infrastructure in accordance with the approved Green Infrastructure Maintenance Programme; and
- (c) ensure that any management company employed to manage the Green Infrastructure enters into a deed of covenant directly with the District Council in respect of the obligations contained in this Schedule 3 of and Appendix 1 to this Agreement relating to the maintenance of the Green Infrastructure.

4. **SPECIAL PROTECTION AREA**

The Owner shall not Commence Development until the SPA Contribution has been paid to the District Council for use for the SPA Contribution Purposes.

5. **SPECIAL AREAS OF CONSERVATION**

- 5.1 The Owner shall not Commence Development until a specification and a management and maintenance plan for the SAC Mitigation Land have been submitted to the District Council for its approval and the District Council has approved the same.
- 5.2 The Owner shall maintain the SAC Mitigation Land in perpetuity in accordance with the management and maintenance plan approved by the District Council pursuant to Paragraph 5.1 of this Schedule 3 to this Agreement.
- 5.3 The Owner shall:-
 - (a) provide a SAC Information Pack to the owner/occupier of each individual Residential Unit within the Site upon the First Occupation of that Residential Unit;
 - (b) submit details of the contents and location of the information panels to be provided within the Site to the District Council for its approval;
 - (c) construct and landscape the SAC Mitigation Land in accordance with the approved details and make it available for use by members of the public in perpetuity in accordance with the approved specification and install the information panels prior to the date on which the first Residential Unit within the Development is Occupied.
- 5.4 Prior to the Commencement of Development an air quality monitoring consultant shall be instructed by the Owners to undertake monitoring of vehicular nitrogen deposition in relation to the Dover to Kingsdown Cliff Special Area of Conservation and the results of that monitoring will be made available to the District Council:-

- (a) prior to Commencement of the Development; and
- (b) within ten working days after the date on which 800 Residential Units are Practically Complete.

6. AFFORDABLE HOUSING

6.1 Not more than 150 Market Housing Units shall be Occupied within the Site (unless agreed otherwise with the District Council) until:

- (a) a binding contract for the construction of the Affordable Housing Units has been let; and
- (b) a long lease of a minimum of 125 years has been entered into with an Affordable Housing Provider in respect of the Affordable Housing Units.

6.2 From the Date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing subject to the provisions of Clause 3.4 and paragraph 6 of this Schedule to the Agreement.

6.3 In the event that the Owner complies with Paragraph 6.1 of this Schedule to the Agreement to the satisfaction of the District Council then Paragraph 5.5 of Schedule 3 of the Phase 1A Planning Obligation shall cease to be of any effect and the District Council shall repay the Affordable Housing Contribution to Nerburn Limited.

6.4 The Affordable Housing Units shall be allocated in accordance with the District Council's current allocations policy and any Local Lettings Plan as approved by the District Council.

7. SPORTS FACILITIES CONTRIBUTION

Not more than the specified number of Residential Units shall be Occupied unless and until the relevant instalment of the Sport Facilities Contribution has been paid to the District Council as follows:-

No of Residential Units	Amount of Instalment
190	£150,000.00
620	£520,700.00
825	£56,700.00
1,142	£32,300.00

8. SKATE PARK

Not more than 275 Dwellings within the Site and Phase 1A (taken together) of the Whitfield Urban Expansion shall be Occupied unless and until the Owner has:-

- (a) submitted or procured the submission of a specification for a Skate Park to the District Council for approval and the said specification has been approved; and
- (b) constructed or procured the construction of the Skate Park in accordance with the approved specification in a location within Phase 1A approved by the District Council; and
- (c) made or procured the making of the said Skate Park available for public use.

9. ALLOTMENTS

Prior to the first Occupation of the 620th Residential Unit the Owner shall offer to make an area of land within the Site of 0.97 hectares available to owners and occupiers of the Residential Units for use as allotments. In the event that this offer is accepted by the said owners and occupiers the Owner shall use All Reasonable Endeavours to make the area of land available in accordance with a scheme, which shall include details of their management and maintenance arrangements, as agreed with the District Council and in a location as agreed with the District Council.

10. HEALTH

10.1 Not more than 401 Residential Units within the Site shall be Occupied (unless agreed otherwise with the District Council) unless and until the Owner has:-

- 10.1.1 submitted or procured the submission of a detailed design specification and construction programme for the Health and Social Care Centre to the District Council for its approval and the District Council in consultation with the County Council has approved the same; and
- 10.1.2 used All Reasonable Endeavours to transfer to or enter into a lease (for a term of at least 25 years) with a Healthcare Provider for the Health and Social Care Centre which meets the County Council's reasonable requirements unless agreed otherwise with the District Council, the County Council and the Healthcare Provider and is subject to such commercial terms as shall be agreed between the Owner and the Healthcare Provider

PROVIDED ALWAYS THAT the Owner shall not be obliged to enter into a transfer or lease of the Health and Social Care Centre on terms other than those which are reasonably obtainable in the open market for such premises.

10.2 Subject to the terms of a lease or transfer of the Health and Social Care Centre having been agreed between the Owner and a Healthcare Provider the Owner shall:-

10.2.1 submit a reserved matters application pursuant to the Planning Permission or a separate application for detailed planning permission to the District Council for the Health and Social Care Centre which is compliant with the design specification and construction programme approved by the District Council in consultation with the County Council (or such variation as is subsequently approved by the District Council in consultation with the County Council) as soon as reasonably practicable

10.2.2 as soon as reasonably practicable after obtaining reserved matters approval or detailed planning permission and all other necessary consents or approvals for the construction of the Health and Social Care Centre to construct the Health and Social Care Centre to shell and core in a good and workmanlike manner in accordance with the said consents and approvals within the period which is the later to occur of:-

(a) 12 months from the Commencement of Construction of the Health and Social Care Centre; or

(b) within 24 months from the date of obtaining the necessary approvals/planning permissions

unless otherwise agreed in writing with the District Council.

11. SERVICES INFRASTRUCTURE

Service Infrastructure Works

11.1 The Owner shall carry out or procure the Service Infrastructure Works to secure the provision of the following on the basis and by the date of the event specified below:

Foul Water Drainage

(a) Provision of sufficient foul water drainage infrastructure to serve the Development and provide pipework capacity to serve a total of approximately 1933 Residential Units in the Whitfield Urban Expansion (including the Development) PROVIDED ALWAYS THAT the Owner shall:-

- (i) Not Occupy or permit the Occupation of any Residential Unit unless and until the said foul water drainage works are provided from off-site to a point within the boundary of the Site.
- (ii) Not Occupy or permit the Occupation of any Residential Unit within any Sub Phase unless and until the foul water drainage works within the Site are provided to the boundary of that Sub-Phase.
- (iii) Not Occupy or permit the Occupation of any Residential Unit unless and until the foul water drainage works are provided to that Residential Unit.

Potable Water Supply

- (b) Provision of sufficient potable water infrastructure to serve the Development and provide capacity to serve the Residential Units within the Whitfield Urban Expansion (including the Development) PROVIDED ALWAYS THAT the Owner shall:-
 - (i) Not Occupy or permit the Occupation of any Residential Unit unless and until the said potable water supply works are provided from off-site to the boundary of the Site.
 - (ii) Not Occupy or permit the Occupation of any Residential Unit within any Sub Phase unless and until the said potable water supply works within the Site are provided to the boundary of that Sub-Phase.
 - (iii) Not Occupy or permit the Occupation of any Residential Unit unless and until the said potable water supply works are provided to that Residential Unit.

Electricity Supply

- (c) Provision of sufficient electricity infrastructure to serve the Development and provide capacity to supply electricity to approximately 2,000 Residential Units within the Whitfield Urban Expansion (including the Development) PROVIDED ALWAYS THAT the Owner shall
 - (i) Not Occupy or permit the Occupation of any Residential Unit unless and until the said electricity supply works are provided from off-site to the boundary of the Site.

- (ii) Not Occupy or permit the Occupation of any Residential Unit within any Sub Phase unless and until the said electricity supply works within the Site are provided to the boundary of that Sub-Phase.
- (iii) Not Occupy or permit the Occupation of any Residential Unit unless and until the said electricity supply works are provided to that Residential Unit.

Gas Supply

- (d) Provision of sufficient gas infrastructure to serve the Development and provide capacity to supply gas to approximately 2,400 Residential Units within the Whitfield Urban Expansion (including the Development) PROVIDED ALWAYS THAT the Owner shall
 - (i) Not Occupy or permit the Occupation of any Residential Unit unless and until the said gas supply works are provided from off-site to the boundary of the Site.
 - (ii) Not Occupy or permit the Occupation of any Residential Unit within any Sub Phase unless and until the said gas supply works within the Site are provided to the boundary of that Sub-Phase.
 - (iii) Not Occupy or permit the Occupation of any Residential Unit unless and until the said gas supply works are provided to that Residential Unit.

AND FURTHER PROVIDED THAT

The Owner shall prior to Commencement of the Development submit details to the District Council for their approval of

- (a) any phased delivery of the Service Infrastructure Works stated in paragraphs 11.1(a)-(d) inclusive above and/or any proposals for the future maintenance of such works where such works are not to be adopted as maintainable at the public expense; or
- (b) such alternative suitable service infrastructure works other than those set out in Paragraphs 11.1(a)-(d) above to serve the Development and any further part of the Whitfield Urban Expansion taking into account consultation with service providers, capacity requirements for phased development and engineering requirements.

and the Owner shall comply with the approved details.

12. **SECTION 106 MONITORING COSTS**

To pay to the District Council:-

- (a) the Section 106 Monitoring Contribution on or prior to Occupation of the 100th Residential Unit; and
- (b) the Section 106 Monitoring Contribution thereafter annually from the date of the first payment of the Section 106 Monitoring Contribution pursuant to Paragraph 12(a) of this Schedule to this Deed up to and including the 15th anniversary of the date of the first payment of the Section 106 Monitoring Contribution or up to the Date of Practical Completion of the Development whichever is the earlier

to cover the costs and expenses incurred by the District Council in monitoring the Development to ensure the Development is delivered in accordance with the terms of this Deed.

SCHEDULE 4

The Owners' Covenants with the County Council

1. TRANSPORT & HIGHWAYS

Phase 1 Highway Works

1.1 Not to Commence Construction of any Residential Unit in the Development until the A256 Roundabout and Primary Street Works have been constructed:-

- (a) in accordance with a specification and to a standard approved in writing by the County Council; and
- (b) made available for pedestrian and vehicular use by members of the public

and certificate one of the Primary Street S278 Agreement has been issued.

1.2 No Residential Unit in the Development shall be First Occupied until a plan has been submitted to the District Council who will consult with the County Council for approval in writing detailing the location of land within the Site that shall comprise the Spine Road (other than the Primary Street) and from the date of this Agreement the Owner shall not use or allow the use of (on a temporary or a permanent basis):-

- (a) the Spine Road; or
- (b) any land in the immediate vicinity of the Spine Road

for any purpose which would or could reasonably be considered by the District Council or County Council potentially to:-

- (A) compromise the provision of the Spine Road pursuant to the terms of this Agreement;
- (B) render the Spine Road less suitable for use for the purposes of providing the Spine Road in perpetuity; or
- (C) add to the cost or time likely to be taken:-
 - (i) to construct and/or lay out the Spine Road;
 - (ii) for the Spine Road to become operational and available for use by members of the public in perpetuity

and shall not encroach upon or encumber or allow any encroachment on or encumbrance of the relevant area of land such that any of the events in Paragraph 1.2 (A)-(C) would or could potentially occur.

1.3 Prior to the earlier of:-

- (a) Commencement of Construction of any Residential Unit in the Sub-Phase next to A2/A256 junction; or
- (b) First Occupation of the 750th Residential Unit in the Development

to submit a scheme for the Honeywood Parkway Works for approval by the County Council such scheme to have a target cost of £95,000. If once approved the cost of the works is greater than £95,000 the balance of costs will be deducted from the Bus Services Contribution. If the cost of the works is less than £95,000 the balance of the costs will be credited to the Bus Services Contribution.

1.4 Prior to the earlier of:-

- (a) First Occupation of any Residential Unit in the Sub-Phase next to A2/A256 junction; or
- (b) First Occupation of the 800th Residential Unit in the Development

to carry out the Honeywood Parkway Works to the reasonable satisfaction of the County Council PROVIDED ALWAYS THAT the works are confined to land controlled by the County Council as local highway authority.

1.5 In the event that the Honeywood Parkway Works cannot be carried out pursuant to paragraph 1.4 of this Schedule 3 to this Deed because:

- (a) works are required on land outwith the Owner's or the County Council's ownership; or
- (b) the scheme for the Honeywood Parkway Works has not been agreed

to pay the Honeywood Parkway Contribution to the County Council for the Honeywood Parkway Contribution Purposes or for the Bus Services Contribution Purposes or if the proposed A2 crossing has secured planning permission for the A2 Crossing Contribution Purposes if the County Council so elects.

1.6 Prior to the First Occupation of the 800th Residential Unit and on written request from the County Council and provided that a feasible landing is found on the southern side

of the A2 and in the event that no site for a feasible landing on the north side of the A2 has been safeguarded for use as such to pay the A2 Crossing Contribution to the County Council for the A2 Crossing Contribution Purposes but for the avoidance of doubt such request can be made no earlier than Commencement of the Development.

- 1.7 Prior to the First Occupation of the 800th Residential Unit in the Development to pay the Phase 1A Link Contribution to the County Council for the Phase 1A Link Contribution Purposes, or for the Bus Services Contribution Purposes if the County Council so elects.
- 1.8 Prior to the First Occupation of the 800th Residential Unit in the Development or on written request from the County Council if works on the Duke of York Roundabout are ready to commence the Duke of York Roundabout Contribution shall be paid to the County Council but for the avoidance of doubt such request can be made no earlier than the Commencement of the Development.

Bus Services

- 1.9 To fund and facilitate a traffic management measure within the Development for buses at the junction between the Spine Road and Archers Court Road such measure to be subject to the technical approval of the County Council and to ensure that unless otherwise agreed in writing buses only gain access to Archers Court Road and that all other traffic is prohibited to do so and to use All Reasonable Endeavours to ensure that it is operational prior to the start of bus services utilising the Spine Road.
- 1.10 Following the Occupation of the 100th Residential Unit within the Development to:-
 - (a) agree a programme with the County Council for the erection of the Bus Infrastructure such infrastructure to be erected on a Sub-Phase by Sub-Phase in accordance with such an approved programme; and
 - (b) subject to service of the notice by the County Council pursuant to the provisions of paragraph 1.11 below and subject to the delivery of service and expenditure having been agreed with the County Council prior to procurement be permitted to spend or commit to spend up to £300,000 per annum on the provision of bus services to serve the Development. The Owner shall notify the County Council of sums expended or committed to be expended and any such sums shall be deducted from the Bus Services Contribution to be paid in accordance with paragraph 1.11 and such sums shall include the following expenditure:
 - (i) the provision or facilitation by the Owner of an alternative bus shuttle service between the Site and Dover Priory railway station; or

- (ii) the re-routing of bus services on the "61" bus route as agreed with the provider of the route so it is extended into the Site; or
- (iii) the re-routing of bus services on the "61" bus route as agreed with the provider of the route so it is extended into Phase 1A in addition to the Site; or
- (iv) any other bus services or bus service infrastructure but only if such expenditure is approved in writing by the County Council.

1.11 The County Council shall serve notice on the Owner no earlier than the Occupation of the 100th Residential Unit that the County Council have either:

- (a) agreed an extension of the "61" bus route with the provider of the bus services such route to run within 400 metres (unless otherwise agreed) of every proposed Residential Unit within the Development; or
- (b) procured an express commuter service between the Site and Dover town centre which is ready to be delivered to serve the Development

and shall give as much notice as it reasonably can of its intention to serve such notice and thereafter the Owner shall take reasonable steps to minimise their expenditure and commitment to expenditure with the intent of minimising any deduction pursuant to clause 1.12.(a).

1.12 On service of the notice specified in paragraph 1.11 above the Owner shall be obliged subject to the provisions of paragraph 1.13 below, to pay to the County Council the balance of the Bus Services Contribution in the following instalments as set out below or such other sums by way of instalments as may be agreed with the County Council:

- (a) The balance of the Bus Services Contribution up to the sum of £300,000 (inclusive of any indexation payable pursuant to clause 13) on service of the notice by the County Council pursuant to paragraph 1.11 above less expenditure already incurred or committed to in the relevant period such that the sum of the commitment and expenditure and the Contribution in the first year shall not exceed the sum of £300,000 (First Instalment).
- (b) The balance of the Bus Services Contribution up to the sum of £300,000 (inclusive of any indexation payable pursuant to clause 13) on the first anniversary of the payment of the First Instalment (Second Instalment).

- (c) The balance of the Bus Services Contribution up to the sum of £300,000 (inclusive of any indexation payable pursuant to clause 13) on the second anniversary of the payment of the First Instalment (Third Instalment).
- (d) The balance of the Bus Services Contribution up to the sum of £300,000 (inclusive of any indexation payable pursuant to clause 13) on the third anniversary of the payment of the First Instalment (Fourth Instalment).
- (e) The balance of the Bus Services Contribution up to the sum of £300,000 (inclusive of any indexation payable pursuant to clause 13) on the fourth anniversary of the payment of the First Instalment (Fifth Instalment).
- (f) The balance of the Bus Services Contribution up to the sum of £300,000 (inclusive of any indexation payable pursuant to clause 13) on the fifth anniversary of the payment of the First Instalment (Sixth Instalment).
- (g) The balance of the Bus Services Contribution up to the sum of £300,000 (inclusive of any indexation payable pursuant to clause 13) on the sixth anniversary of the payment of the First Instalment (Seventh Instalment).
- (h) The balance of the Bus Services Contribution on the seventh anniversary of the payment of the First Instalment (Eighth Instalment).

1.13 The Owner shall be entitled to deduct from the sums specified in paragraph 1.12 above any sums already spent or committed by the Owners and agreed with and notified to the County Council pursuant to paragraph 1.10 above prior to service of the notice pursuant to paragraph 1.11 above by the County Council.

1.14 The Owner shall not withhold consent or seek any payment in respect of running buses through the Site.

2. RESIDENTIAL TRAVEL PLANS

To pay to the County Council:-

- 2.1 the Travel Plan Monitoring Contribution on first implementation of the residential travel plan; and
- 2.2 the Travel Plan Monitoring Contribution thereafter annually from the date of the first payment of the Travel Plan Monitoring Contribution pursuant to Paragraph 2.1 of this Schedule 4 to this Deed up to and including the date which is the earlier of:

- (a) the 7th anniversary of the date of the first payment of the Travel Plan Monitoring Contribution; or
- (b) the date on which all the Residential Units within the Development are Practically Complete

to cover the costs and expenses incurred by the County Council in monitoring the residential travel plans.

3. EDUCATION

3.1 The land shown in the approximate location edged blue on Plan 12 attached to this Agreement shall be safeguarded for use for the provision of a School or an alternative plan shall be submitted to the District Council, in consultation with the County Council for approval in writing detailing the location of land within the Site of not less than 2.05 hectares and from the date of this Agreement the Owner shall not use or allow the use of:-

- (a) the such land; or
- (b) any land in the immediate vicinity of the such land

for any purpose which would or could reasonably be considered by the District or County Council or other education provider potentially to:-

- (a) compromise the provision of the School pursuant to the terms of this Agreement;
- (b) render such land less suitable for use for the purposes of providing the School; or
- (c) add to the cost or time likely to be taken:-
 - (i) to construct the School;
 - (ii) for the School to become operational and available for use;

and shall not encroach upon or encumber or allow any encroachment on or encumbrance of the relevant area of land such that any of the events in Paragraph 3.1 (a)-(c) would or could potentially occur.

- 3.2 For the avoidance of doubt the provisions of paragraph 3.1 above shall not prevent the Owner from using any of the land for the provision of the School for a temporary use associated with the construction of the Development.

School

- 3.3 The Owner shall prior to 1 July 2017 transfer the freehold of the School Land to the County Council for a consideration of ONE POUND (£1.00) subject to the County Council's General Site Transfer Requirements as set out in Appendix 2 to this Agreement and such other terms as shall be agreed between the Owner and the County Council PROVIDED ALWAYS THAT the County Council shall have the right at any time after the date of this Deed upon giving reasonable prior notice to the Owner to go on to the School Land with or without workmen and equipment for the purpose of carrying out surveys and assessments and other preparatory works for the design and construction of the School.
- 3.4 The Owner shall pay the School Contribution in the sum of £3,500,000 (three million five hundred thousand pounds) to the County Council prior to the date of Occupation of the 401st Residential Unit.

SCHEDULE 5

The District Council's Covenants

1. ISSUE OF PLANNING PERMISSION

The District Council shall issue the Planning Permission within 5 Working Days following the completion of this Agreement.

2. USE AND RETURN OF CONTRIBUTIONS

2.1 The District Council shall not use the SPA Contribution other than for the SPA Contribution Purposes.

2.2 The District Council shall hold the SPA Contribution in an interest bearing account pending use for the SPA Contribution Purposes.

2.3 The District Council agrees that the SPA Contribution has been calculated as payment of £49.59 per Residential Unit to be constructed and is calculated on the basis that 1250 Residential Units shall be constructed and the District Council further agrees that following the approval of the reserved matters of the last Sub-Phase and in the event the total number of Residential Units approved in Phase 1 is less than 1250 Residential Units, the District Council shall repay the balance to the person who paid the SPA Contribution.

2.4 The Council shall hold the Sport Facilities Contribution in an interest bearing account pending use for the Sport Facilities Contribution Purposes and shall not use the Sport Facilities Contribution other than for the Sports Facilities Contribution Purposes unless on the date which is five years after the final instalment of the Sports Contribution has been paid to the District Council all or part of it has not been expended or Committed for Use in which case the District Council shall repay the balance to the person who paid the Sports Facilities Contribution.

2.5 Upon request the District Council shall provide forthwith to the Owner reasonable evidence as to the expenditure of the sums paid pursuant to the provisions of this Agreement.

3. DISCHARGE OF OBLIGATIONS

Upon request the District Council shall provide forthwith written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed or otherwise provide reasons in writing within 21

working days of such request if it is considered such obligations have not been performed.

SCHEDULE 6

The County Council's Covenants

1. USE AND RETURN OF CONTRIBUTIONS

- 1.1 The County Council shall not use the Bus Services Contribution, Duke of York Roundabout Contribution, the Honeywood Parkway Contribution, the A2 Crossing Contribution and the Phase 1A Link Contribution other than for the Bus Services Contribution Purposes, Duke of York Roundabout Contribution Purposes, the Honeywood Parkway Contribution Purposes, the A2 Crossing Contribution Purposes and the Phase 1A Link Contribution Purposes respectively with the exception of the Honeywood Parkway Contribution and the Phase 1A Link Contribution which can be used for the Bus Services Contribution Purposes if the County Council so elects pursuant to paragraphs 1.5 and 1.7 of Schedule 4 .
- 1.2 The Council shall hold the Bus Services Contribution Duke of York Roundabout Contribution, the Honeywood Parkway Contribution, the A2 Crossing Contribution and the Phase 1A Link Contribution in an interest bearing account pending use for the Bus Services Contribution Purposes, Duke of York Roundabout Contribution Purposes, the Honeywood Parkway Contribution Purposes the A2 Crossing Contribution Purposes and the Phase 1A Link Contribution Purposes respectively.
- 1.3 If on the day 15 years after the day on which any payment from the Owner under this Agreement was received a part of the sum paid or of the interest earned on it has not been used by the County Council in accordance with paragraph 1.1 of this Schedule the County Council shall redirect the unspent contribution to other areas of infrastructure within the Site currently left unfunded, in accordance with a schedule to be agreed with the Owner within 3 months of the date on which the contribution should have been expended.
- 1.4 Upon request the County Council shall provide forthwith to the Owner reasonable evidence as to the expenditure of the sums paid under this Agreement.
- 1.5 The County Council shall only use the School Contribution for the School Contribution Purposes.

2. DISCHARGE OF OBLIGATIONS

Upon request the County Council shall provide forthwith written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed or otherwise provide reasons in writing within 21 working days of such request if it is considered such obligations have not been

performed.

3. SCHOOL

3.1 The County Council shall use All Reasonable Endeavours to let a building contract and make such arrangements as are required to ensure that the School is constructed, fitted out and ready for operation as soon as possible after payment by the Owner of the School Contribution in accordance with paragraph 3.4 of Schedule 4.

3.2 The County Council shall so far as possible and without prejudice to its statutory duties as local education authority make arrangements by giving local priority or otherwise to ensure that adequate spaces are available for residents of the Development.

APPENDIX 1

Matters for inclusion within the Green Infrastructure Management and Maintenance Plan

1. A sustained and uniform standard of maintenance shall be undertaken for both the green infrastructure and associated features such as street furniture dog bins seating and lighting.
2. As a minimum a five year establishment programme for the soft landscaping (to include details such as watering mulching weed control pruning hedge and grass cutting and plant feeding).
3. Maintenance specifications for any hard landscaping ancillary features such as seating the concrete Skate Park and lighting requirements shall include risk assessments and management proposals for all aspects of open space maintenance including public access and shall be in general accordance with the District Council's requirements for the laying out and adoption of new public open space in residential areas and the provision of street furniture to meet the appropriate European or British standards.
4. Contact details in event of maintenance queries must be provided to the District Council and occupiers of the Residential Units including an out of office hours emergency number such details to be displayed on appropriate signage and notices shall be placed in a suitable location on approval of the District Council.
5. Green Infrastructure (but not for the avoidance of doubt the SAC Mitigation Land) shall be maintained in perpetuity to a reasonable standard in accordance with the approved plan and which is in any event not less than that to which the District Council maintains public open space under its control performing a similar function of all grounds maintenance operations to keep the Green Infrastructure in a good condition and safe for use in accordance with the Green Infrastructure Maintenance Programme approved for each Phase or Sub-Phase.
6. The SAC Mitigation Land shall be maintained in perpetuity to a standard which at minimum encourages the colonisation and establishment of non-invasive species of flora and fauna and is in any event not less than that to which the District Council maintains public open space under its control.
7. Details shall be provided within the Green Infrastructure Management and Maintenance Plan for the clearance of litter and the emptying of the receptacles for litter and dog waste (which shall be conducted as often as is necessary to maintain the Green Infrastructure in a clean and tidy condition).

8. The Green Infrastructure Management and Maintenance Plan shall include details for the appropriate treatment inspection repair and renewal of fencing and furniture and for the avoidance of doubt any damage shall be made good as soon as reasonably practicable.
9. Diseased, dead or damaged planting shall be treated or replaced within the nearest planting season in accordance with good horticultural practice and any replacement shall be of the same size and species or as otherwise agreed with the District Council.
10. A log in readable format shall be kept of any complaints with regard to the Green Infrastructure (and details and dates of the action taken) shall be made available at all reasonable times for inspection by the District Council.
11. A secure regime for the cost of Green Infrastructure maintenance to be discharged from contributions from the owners or occupiers of dwellings and the commercial element by way of a levy which shall be secured to their property interest and for such expenditure to be appropriately ring-fenced and copies of accounts to be prepared not less than annually and a copy to be made available on request to the District Council who shall be given details of and a right to attend as observer at any general meeting for the purpose of considering any proposals concerning the Green Infrastructure.

APPENDIX 2

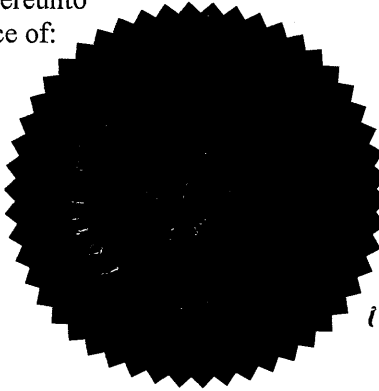
General Site Transfer Requirements for the School

1. The Owner shall provide a Certificate of Title.
2. The Owner shall provide a site investigation report.
3. The School Land shall be free from:
 - 3.1 contamination (including radiation)
 - 3.2 protected species
 - 3.3 ordnance
 - 3.4 rubbish (including broken glass, needles etc.)
 - 3.5 any adverse ground and soil conditions
 - 3.6 occupation.
4. The School Land and any associated areas (i.e. playing fields) are fit for purpose, above flood plain level and adequately drained.
5. The School Land shall be level, regular-shaped and undivided (i.e. a single unit with no public footpaths crossing the site). It should offer ease of access to intended users, i.e. school children, parents, staff and deliveries, etc. and should not be located in a dead-end or cul-de-sac road.
6. The School Land shall be clearly pegged out on site to the satisfaction of the delegated representative of the County Council, and fenced with GIS co-ordinates prior to completion of the transfer.
7. Prior to transfer to provide, at the Owner's cost and subject to County Council approval suitable free and uninterrupted construction access to a suitable location on the site boundary. Haul roads should be constructed, at no cost to the County Council, and maintained to a standard capable of accommodating HGV's and other construction traffic.
8. Prior to the use of the School Land for its intended purpose, the Owner shall provide an adopted highway (or highway capable of being adopted), which is suitable for the intended use of the site to be provided up to a suitable point on the site boundary

together with a suitable alternative vehicular access for deliveries, etc., if required. The highway and any alternative access are subject to approval by the County Council.

9. Prior to the transfer of the School Land adopted services and utilities will be provided at no cost to the County Council to an agreed location(s) on the site boundary of sufficient capacity and depth to accommodate the maximum potential requirement without mechanical aide upon transfer.
10. No mobile phone masts, overhead cables, etc. are to be located within 250m of the School Land and where possible the Owner will impose a covenant that none will be erected within 250m of the site boundary.
11. The Owner will grant the County Council rights to enter so much of the adjoining land within the ownership of the Owner as is reasonably necessary to carry out construction works on the site. The County Council to be responsible for making good any disturbance caused to the reasonable satisfaction of the adjoining owner in the exercise of these rights.
12. The Owner will be responsible for the County Council's reasonable legal costs and surveyor's fees together with administrative costs incurred during negotiations and in completing the transfer of the School Land including Land Registry costs, the granting of any easements/licences, or any other documentation reasonably necessary. ~~up to a maximum of £10,000 inclusive.~~ *MAN* *MAN*
13. The Owner shall provide a plan of the site to a scale of 1:1250 prior to transfer showing site levels, access, boundaries and details of any adjoining development. The plan is to be provided in a suitable electronic format together with paper copies. *MAN* *MAN*
14. Adjoining uses should not cause interference, conflict or be inappropriate in any way to the use of the School Land i.e. the curriculum delivery for schools. This also includes adverse conditions disruption and inconvenience by noise, dust, fumes, traffic circulation, artificial lighting etc.

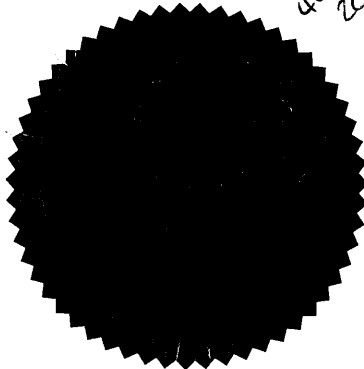
The **COMMON SEAL**
of **DOVER DISTRICT COUNCIL**
was affixed hereunto
in the presence of:



15,631

[Handwritten Signature]
.....
Authorised Signatory

The **COMMON SEAL**
of **THE KENT COUNTY COUNCIL**
was affixed hereunto
in the presence of:



440
2015

[Handwritten Signature]
.....
Authorised Signatory

EXECUTED AS A DEED on behalf of
GBGB LIMITED
a company incorporated in the Isle of Man

by TONY BARBER & PHILLIP JEANS
a person(s) who in accordance with the
laws of that territory [is] [are] acting under
the authority of the Company

[Handwritten Signature]
.....
Signature(s)
[Handwritten Signature]
.....
Authorised [signatory] [signatories]