

- (1) **David Steed and Michael Karl Remane Dyer and Martin Allen and John Robert Kennedy Browne and care of J. Burke as trustees of The N H Steed Settlement**

and

- (2) **David Steed and Edwina Ruth Irena Steed**

and

- (3) **Martin Allen and Michael Karl Remane Dyer and John Robert Kennedy Browne as trustees of The Norman Steed Farm Land Trust**

and

- (4) **David Steed**

and

- (5) **Cogent Land LLP**

and

- (6) **The Kent County Council**

and

- (7) **Thanet District Council**

Planning Obligation by Agreement

Pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land east and west of Haine Road, Ramsgate

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Phasing Plan (drawing number S106-007)

Draft Framework Travel Plan dated July 2015 prepared by Icen Projects Limited

Proposed Staner Hill Roundabout Plan (drawing number 11-T019 29)

Proposed Link Road Plan (drawing number 11-T019 27)

Kent County Council's General Site Transfer Requirements

Highway Works Schedule

Draft Planning Permission

Section 106 Agreement

Dated 13th July 2016

Between:

- (1) **David Steed** of Spratling Court Farm, Spratling Street, Manston, Ramsgate, CT12 5AN and **Michael Karl Remane Dyer** of 37 St. Margarets Street, Canterbury, CT1 2TU and of Ingleside, London Road, Sholden, Deal CT14 0AD and **Martin Allen** of 41 High Street, Wingham, Canterbury, Kent CT3 1AB and **John Robert Kennedy Browne** of Crowne Chambers, Broad Street, Margate, CT9 1BN and care of J. Burke, Stourside Place, Station Road, Ashford, Kent TN 23 1 PP trustees of The N H Steed Settlement; and
- (2) **David Steed** and **Edwina Ruth Steed** of Spratling Court Farm, Spratling Street, Manston, Ramsgate, CT12 5AN; and
- (3) **Martin Allen** of 41 High Street, Wingham, Canterbury, Kent CT3 1AB and **Michael Karl Remane Dyer** of 37 St. Margarets Street, Canterbury, CT1 2TU and of Ingleside, London Road, Sholden, Deal CT14 0AD and **John Robert Kennedy Browne** of Crowne Chambers, Broad Street, Margate, CT9 1BN and care of J Burke Stourside Place, Station Road, Ashford, Kent TN 23 1 PP trustees of The Norman Steed Farm Land Trust; and
- (4) **David Steed** of Spratling Court Farm, Spratling Street, Manston, Ramsgate, CT12 5AN; and
- (5) **Cogent Land LLP** (company registration number OC328170) of 33 Margaret Street, London W1G 0JD; and
- (6) **The Kent County Council** of County Hall, Maidstone, Kent; and
- (7) **Thanet District Council** of PO Box 9, Cecil Street, Margate, Kent, CT9 1XZ

Recitals

- (A) The Council is a local planning authority for the purposes of the 1990 Act for the administrative area within which the Site is situated.
- (B) The County Council is a local planning authority for the purposes of the 1990 Act and the local highway authority for the purposes of the 1980 Act and the local education authority for the purposes of the 1996 Act for the area within which the Site is situated.
- (C) The Owners are the registered proprietors of the Site as is more particularly set out in Schedule 1 to this Deed.
- (D) The Developer has a legal interest in the Site pursuant to options to purchase entered into with the Owners dated 8 January 2013.
- (E) On 23 January 2014 the Planning Application was submitted to the Council on behalf of the Developer.

- (F) On 15 July 2015 the Council resolved to grant the Planning Permission subject to conditions and the prior completion of a planning obligation in the form of this Deed.
- (G) The Owners and the Developer enter into this Deed in support of the resolution at Recital (F) above.

1 Interpretation

In this Deed where the context so admits the following words shall have the following meanings:-

1996 Act means the Education Act 1996;

1980 Act means the Highways Act 1980;

1990 Act means the Town and Country Planning Act 1990;

Adult Services Wheelchair Accessible Homes means those Residential Units which are to meet lifetime homes and wheelchair accessible standards in accordance with Condition 39 of the Planning Permission;

Adult Social Services Contribution means the sum of seventy three thousand pounds (£73,000) to be used towards the carrying out of works to/provision of equipment at Monkton Nature Reserve Hall to (amongst other things): (i) facilitate wheelchair access to the premises; and (ii) install interactive learning capabilities to ensure it is suitable for prospective occupiers of the Development (and users of the 'Good Day Programme' in the wider area) with learning difficulties and/or physical impairments;

Affordable Housing means affordable housing within the meaning of Annex 2 of the NPPF provided to Eligible Persons whose needs are not met by the market which for the avoidance of doubt shall include any new forms of affordable supply and low-cost affordable ownership housing introduced pursuant to any consequential amendments to the NPPF or statute;

Affordable Housing Commuted Sum means the aggregate of the sums derived from the following formula when applied to each of the Affordable Housing Units subject to the Commuted Sum Notice:

$$(A \times B) \times C$$

Where:

A = the estimated Open Market Value of the Dwelling in question having regard to any relevant local comparables

B = 22%; and

C = 1.15

in lieu of the on-Site provision of the Affordable Housing Units or Affordable Housing Land in that Phase covered by the relevant Commuted Sum Notice;

Affordable Housing Land means that part of the Site upon which the Affordable Housing Units are to be constructed;

Affordable Housing Target Mix means the following mix of Affordable Housing Units to be delivered in each Phase: (i) twenty percent (20%) one (1) bedroom units; (ii) thirty five percent (35%) two (2) bedroom units; (iii) thirty five percent (35%) three (3) bedroom units; and (iv) ten percent (10%) four (4) bedroom units subject (in each case subject to a variance of five percent (5%) in respect of each Phase);

Affordable Housing Schedule means, in respect of each Phase, a schedule which shall include the: (i) quantum; (ii) location; (iii) tenure; (iv) mix; and (v) size (in terms of number of bedrooms) of the Affordable Housing Units within that Phase;

Affordable Housing Units means those Residential Units to be provided as Affordable Housing PROVIDED THAT (i) seventy percent (70%) of the Affordable Housing Units shall be Affordable Rented Units; and (ii) thirty percent (30%) of the Affordable Housing Units shall be Shared Ownership Units within each Phase unless otherwise agreed in writing by the Council as part of an Affordable Housing Schedule or Revised Affordable Housing Schedule (as the case may be) having regard (in each case) to any new forms of affordable housing supply and low cost affordable ownership that are introduced in place of or as alternatives to Affordable Rent or Shared Ownership pursuant to any amendments to the NPPF or statute;

Affordable Rent means Affordable Housing to be provided at a rent of up to eighty percent (80%) of local market rent as defined in Annex 2 of the National Planning Policy Framework (2012);

Affordable Rented Units means those Affordable Housing Units to be provided for Affordable Rent;

All Reasonable Endeavours means the Party under the obligation shall be bound to attempt to fulfil the relevant obligation by exploring all avenues reasonably open to it (to the extent reasonable) PROVIDED THAT the Party is neither obliged to disregard its own commercial interests nor required to continue trying to comply if it is clear that all further efforts would be futile SUBJECT ALWAYS to the requirement on the Developer in making an Offer pursuant to Paragraph 4 of Schedule 3 to do so at a price no higher than that assumed in any Viability Assessment (or in the absence of any Viability Assessment) as is approved by the Council (acting reasonably) as a reasonable commercial price;

Bus Route Subsidy means the sum of four hundred thousand pounds (£400,000) to be used to provide a bus service in the vicinity of the Site to operate along the Haine Road towards Westwood;

CIL Regulations means the Community Infrastructure Levy Regulations 2010;

Commencement of the Development means the date on which any material operation (as defined in section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed only) operations consisting of: site clearance; demolition works; archaeological investigations; investigations for the purpose of assessing ground conditions; remedial work in respect of any contamination or other adverse ground conditions; diversion and laying of services; any underground works; laying out of temporary construction accesses; erection

of any temporary means of enclosure/site security; temporary display of site notices or advertisements; and/or any other preparatory works as may be agreed with the Council and **Commence the Development** shall be construed accordingly;

Committee means the Council's planning committee (or any successor to its functions);

Community Hall Site means that part of the Site comprising 0.1 hectares and shown indicatively on the Phasing Plan which, subject to Paragraph 3 of Schedule 7 is to be made available for the construction of a community hall;

Community Learning Contribution means the sum of thirty six thousand and ninety pounds (£36,090) to be used towards the carrying out of works/improving facilities at Broadstairs Memorial Hall including: (i) roof repairs; and (ii) works to facilitate access for all users to meet the increased need for adult learning classes arising out of the Development;

Commuted Sum Notice means a notice served by the Council pursuant to Paragraph 4.9 of Schedule 3 advising as to the Affordable Housing Commuted Sum in respect of all those Affordable Housing Units and Affordable Housing Land covered by Notice 3;

Complete means complete such that it is fit for its intended purpose (and, in the case of any highway works, physically completed and available for use by the public) and **Completed, Practically Completed, Practically Complete** and **Completion** shall be construed accordingly;

Contribution means any one of the: (i) Adult Social Services Contribution; (ii) Community Learning Contribution; (iii) Health Contribution; (iv) Highway Mitigation Contribution; (v) Libraries Contribution; (vi) Play Area Contribution; (vii) Primary School Contribution; (viii) Tithe Barn Contribution; (ix) Travel Plan Monitoring Contribution; and (x) Thanet Coast and Pegwell Bay SPA Mitigation Contribution;

Council means Thanet District Council as above;

County Council means Kent County Council as above;

Cycle and Public Transport Voucher means a voucher equating to the sum of two hundred pounds (£200) redeemable against either public transport or cycle equipment (at the individual owners discretion);

Deed means this deed of agreement;

Developer means Cogent Land LLP as above;

Development means the erection of 785 dwellings, highways infrastructure works (including single carriageway link road), primary school, small scale retail unit, community hall, public open space;

Eligible Persons means a person and/or dependants: (i) nominated by the Council from its housing needs register; or (ii) accepted by the Council as priority needs homeless; or (iii) nominated by a Registered Provider;

Framework Travel Plan means the framework travel plan a copy of which is reproduced and annexed to this Deed;

First Owner means David Steed of Spratling Court Farm, Spratling Street, Manston, Ramsgate, CT12 5AN and Michael Karl Remane Dyer of 37 St. Margarets Street, Canterbury, CT1 2TU and of Ingleside, London Road, Sholden, Deal CT14 0AD and Martin Allen of 41 high Street, Wingham, Canterbury, Kent CT3 1AB and John Robert Kennedy Browne of Crowne Chambers, Broad Street, Margate, CT9 1BN and care of J. Burke, Stourside Place, Station Road, Ashford, Kent TN 23 1 PP trustees of The N H Steed Settlement as above;

Fourth Owner means David Steed of Spratling Court Farm, Spratling Street, Manston, Ramsgate, CT12 5AN as above;

General Site Transfer Requirements means the County Council's general site transfer requirements for the Primary School Site as annexed to this Deed;

Haine Road Agreement means the section 106 agreement dated 20 August 2014 entered into between (1) the Council; (2) the County Council; (3) East Kent Opportunities LLP; and (4) Rosefarm Estates Plc;

Health Contribution means the total of $(A \times B) + (A \times C) + (A \times D) + (A \times E) + (A \times F)$ where:

A = three hundred and sixty pounds (£360)

B = the number of one (1) bed Market Units x 1.4

C = the number of two (2) bed Market Units x 2.0

D = the number of three (3) bed Market Units x 2.8

E = the number of four (4) bed Market Units x 3.5

F = the number of five (5) bed Market Units x 4.8

subject to a maximum of six hundred and seventy eight thousand, two hundred and forty pounds (£678,240) to be applied towards the expansion and improvement of those health facilities within a two (2) mile radius of the Site, namely: (i) Newington Road surgery; (ii) Summerhill surgery; (iii) Dashwood Medical Centre; (iv) St Peters Surgery; and (v) Mocketts Wood Surgery in order to meet the needs arising out of the Development;

Highways Agreements means an agreement pursuant to section 38 and/or section 278 of the 1980 Act;

Highway Contribution 1 means "Highway Contribution 1" as defined in the Haine Road Agreement;

Highway Mitigation Contribution means the sum of three hundred and fifty thousand pounds (£350,000) to be applied as part of the Westwood Relief Strategy to widen the eastbound approach between the Toby Carvery roundabout and the Westwood Cross Access roundabout in order to mitigate the impacts of the Development on the Westwood Area;

Highway Works means in respect of each Phase those works specified in the Highway Works Schedule as shown on Parameter Plan 4 annexed to this Deed and which for the avoidance of doubt shall exclude the Link Road and Staner Hill Junction Works;

Historic England means Historic England or such other successor body or organisation;

Historic England's Notification means the notification in writing from Historic England to the Council as to the quantum of the grant (if any) to be provided to the owner of Tithe Barn for its renovation;

Homes and Communities Agency means the Homes and Communities Agency or such other successor body or organisation as may assume the role of regulator of social housing providers and administrators of grant funding for Affordable Housing;

Index means in respect of the Primary School Contribution, Community Learning Contribution, Adult Social Care Contribution, Libraries Contribution the BCIS General Build Cost Index, in respect of Highways Mitigation Contribution the Road Construction Prices Index and, in respect of all other sums payable pursuant to this Deed, the All-Items Index of Retail Prices Excluding Mortgages as issued by the Office for National Statistics;

Interest means interest at four percent (4%) above the base lending rate of the National Westminster Bank Plc from time-to-time;

Library Contribution means the sum of forty five thousand, two hundred and forty pounds (£45,240) to be used towards providing a new range of books and associated display units at Newington Library in order to meet the needs arising out of the Development;

Link Road means the provision of a new road between the 'Lord of Manor' roundabout and 'Staner Hill' roundabout to the west of Haine Road, including the realignment of a section of Manston Road and upgrade of the northern 'Lord of Manor' roundabout as shown on drawing number 11-T019 27 annexed to this Deed;

Management Company means in respect of each Phase a management company or equivalent body to be established by the Owners or Developer (as the case may be) to (amongst other things) manage and maintain the Play Areas and/or Open Space Land within that Phase the constitution and details of which shall be approved by the Council pursuant to Paragraph 5 of Schedule 5 and the objects of which shall include responsibility for the maintenance and management of the Play Areas and/or Open Space Land in that Phase PROVIDED THAT the Developer shall be entitled to recover the costs of doing so by way of an estate charge levied against occupiers of the Market Units;

Market Units means the Residential Units other than the Affordable Housing Units;

Nominations Agreement means an agreement to be entered into between the Council and the Registered Provider which gives the Council the right to nominate persons to occupy the Affordable Housing Units that have been transferred to the Registered Provider PROVIDED THAT such agreement shall give priority to applicants who have a local connection to Thanet and shall allocate the Affordable Housing Units in accordance with the terms and conditions of the Council's Allocations Policy or Local Lettings Plan in force at the relevant date save where any such requirements are prevented by statutory requirements of being applicable to any new forms of affordable supply and low cost affordable ownership housing introduced pursuant to

any consequential amendments to the NPPF or statute which is provided within the Development pursuant to an approved Affordable Housing Schedule or Revised Affordable Housing Schedule;

NPPF means the National Planning Policy Framework (2012);

Occupy means first occupation of a building (or part of a building) within the Development for a purpose permitted by the Planning Permission but excluding occupation by personnel engaged in construction, fitting-out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupation**, **Occupier** and **Occupied** shall be construed accordingly;

Offer means in respect of each Phase an offer in writing to Transfer the Affordable Housing Units or the Affordable Housing Land within that Phase as made to a Registered Provider or Registered Providers;

Open Market Value means the price at which one hundred percent (100%) of the freehold interest in the relevant Affordable Housing Unit would be sold on the open market by a willing vendor and disregarding the obligations and restrictions contained in this Deed;

Open Space Land means those parts of the Site comprising 15.8 hectares as shown on the Phasing Plan;

Open Space Specification means in respect of each Phase the specification and programme for the Open Space Land and any Play Areas situated therein (including a programme for the implementation of the Open Space Land and Play Areas) as approved by the Council pursuant to Condition 7 of the Planning Permission;

Owners means together the First Owner, Second Owner, Third Owner and Fourth Owner;

Parties means the Owners, the Council, the County Council and the Developer and their respective successors and those deriving title under them;

Parameter Plan 4 means drawing number 014 annexed to this Deed;

Phase means each phase of construction of the Development identified pursuant to the Phasing Plan;

Phase 1 means Phase 1 as identified pursuant to the Phasing Plan;

Phase 2 means Phase 2 as identified pursuant to the Phasing Plan;

Phase 3 means Phase 3 as identified pursuant to the Phasing Plan;

Phasing Plan means plan s106-007 Rev T annexed hereto or such revision thereof as may be approved by the Council pursuant to Condition 6 of the Planning Permission;

Planning Application means the application for the Planning Permission which has been allocated reference number 14/0050;

Planning Permission means the outline planning permission for the Development a draft of which is annexed to this Deed;

Play Areas means that part of the Site comprising Local Areas of Play (LAPS) and Local Equipped Areas of Play (LEAPS) as shown indicatively on the Phasing Plan;

Play Area Contribution means the sum of twenty one thousand pounds (£21,000) to be used towards improvements to the existing play facilities at Warre Road Recreation Ground;

Primary School means the one form primary school (with scope to expand to a two form entry primary school within the meaning of the 1996 Act) to be constructed on the Primary School Site;

Primary School Contribution means the sum of four million, four hundred and eighty six thousand and four hundred pounds (£4,486,400) to be applied by the County Council to construct the Primary School to meet the educational needs arising out of the Development;

Primary School Site means that part of the Site being a minimum of 2.06 hectares upon which the primary school is to be constructed as shown indicatively on the Phasing Plan;

Primary School Site Plan means a plan of the Primary School Site to be drawn to a scale of 1:1250 and to include Global Positioning System (GPS) co-ordinates;

Primary School Site Specification means the specification for the Primary School Site which shall refer to: (i) the provision of Services; (ii) access for vehicles and pedestrians at least to the boundary of the Primary School Site; and (iii) connections for the Primary School Site;

Reasonable Endeavours means that (subject to the other terms of this Deed) the Party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such reasonable and proportionate effort and/or sums of money and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect PROVIDED THAT the Party will not be required to issue proceedings (including any appeal) in any court, public inquiry or other hearing;

Reasonable Market Interest means potential purchasers and/or lessees have demonstrated a willingness and the funding available to enter into a contract for the acquisition or lease of the Community Hall Site together with a viable business plan for the long term use, management and maintenance thereof;

Registered Provider means a registered provider of social housing within the meaning of section 80(1) of the Housing and Regeneration Act 2008 as drawn from the Council's list of registered providers or any other registered provider approved in writing by the Council;

Reserved Matters Application means an application for reserved matters approval pursuant to the Planning Permission;

Reserved Matters Approval means a Reserved Matters Approval granted pursuant to a Reserved Matters Application;

Residential Unit means a residential unit forming part of the Development;

Revised Affordable Housing Schedule means in respect of Phase 2 and/or Phase 3, a schedule submitted to and approved by the Council pursuant to Paragraph 2.5 of Schedule 3 which shall include the revised: (i) quantum; and/or (ii) mix; and/or (iii) tenure of the Affordable Housing Units within that Phase;

Services means water, effluent, gas, fuel, oil, electricity, and telephone and **Serviced** shall be construed accordingly;

Shared Ownership means ownership arrangements within the meaning of section 70(4) of the Housing and Regeneration Act 2008 which are based on either the model form of lease published by the Homes and Communities Agency or such other form of lease as is agreed in writing by the Council;

Shared Ownership Units means those Affordable Housing Units to be provided for Shared Ownership;

Second Owner means David Steed and Edwina Ruth Steed of Spratling Court Farm, Spratling Street, Manston, Ramsgate, CT12 5AN as above;

Section 73 Permission means any permission granted pursuant to Section 73 of the 1990 Act for the removal or variation of any of the conditions imposed on the Planning Permission;

Site means all the land shown edged red on the Phasing Plan;

SPA means Special Protection Area;

Staner Hill Junction Works means upgrades to the Staner Hill junction to provide a single roundabout junction with Haine Road (north and south) and Manston Road (east and west), together with a realignment of the existing Manston Road (eastern arm) to the south of the existing alignment from which priority junctions to serve the Development will be created as shown on drawing number 11-T019 29 annexed to this Deed;

Thanet Coast and Pegwell Bay SPA Mitigation Contribution means a contribution calculated for each Phase by applying following formula: one hundred and eighty four pounds (£184) x the number of Residential Units granted reserved matters approval in the Phase to be used to meet the costs of providing wardens for that part of the Thanet Coast and Pegwell Bay SPA within the Council's administrative area;

Third Owner means Martin Allen of 41 High Street, Wingham, Canterbury, Kent CT3 1AB and Michael Karl Remane Dyer of 37 St. Margarets Street, Canterbury, CT1 2TU and of Ingleside, London Road, Sholden, Deal CT14 0AD and John Robert Kennedy Browne of Crowne Chambers, Broad Street, Margate, CT9 1BN and care of J Burke Stourside Place, Station Road, Ashford, Kent TN 23 1 PP as trustees of The Norman Steed Farm Land Trust as above;

Tithe Barn Contribution means the sum equal to the grant (if any) provided by Historic England to the owner of the nearby Grade II* listed Tithe Barn to be used for its renovation and in order to mitigate any harm arising out of the Development SUBJECT TO a maximum of one hundred thousand pounds (£100,000);

Transfer means in respect of the Affordable Housing Units or the Affordable Housing Land the transfer of the freehold or a grant of a lease for a term of at least one hundred and twenty five (125) years and Transferred shall be construed accordingly;

Travel Plan means in respect of each Phase, a travel plan prepared substantially in accordance with the Framework Travel Plan unless otherwise agreed by the County Council;

Travel Plan Co-ordinator means an individual or company appointed to monitor delivery of the measures set out in the Travel Plan;

Travel Plan Monitoring Contribution means a contribution of Five Thousand Pounds (£5000) to be paid to the County Council for the purposes of monitoring compliance with the Travel Plan in accordance with Schedule 4 to this Deed;

Viability Assessment means an appraisal of the financial viability of the Development or the relevant Phase submitted in accordance with Paragraph 2.4 of Schedule 3 carried out by a valuer appointed by the Developer in accordance with The Royal Institution of Chartered Surveyors' Professional Guidance (England) Financial Viability in Planning Guidance Note 2012 (or equivalent replacement); and

Working Day means any day excluding any Saturday or Sunday or any bank or public holiday.

- 1.1 Covenants by any party which comprise more than one person shall be deemed to be joint and several and words importing persons will include firms companies and corporations and vice versa and where expressed in the singular will include the plural and vice versa and words of masculine gender will include the feminine and neuter gender and vice versa.
- 1.2 References in this Deed to any Recital Clause Schedule or Paragraph (or any part of them) shall unless the context otherwise requires be references to a recital clause schedule or paragraph (or any part of them) of this Deed.
- 1.3 References in this Deed to any enactment, regulation or order includes any statutory modification or re-enactment thereof for the time being in force.
- 1.4 Headings in this Deed are for ease of reference only and are not intended to be construed as part of this Deed.
- 1.5 References in this Deed to the Owners and the Developer shall include any successor to their respective interests in the Site and those deriving title from them.
- 1.6 References in this Deed to the Council shall include any successor to its functions as a local planning authority in relation to the Site and anybody to which all or part of its functions may lawfully have been transferred.
- 1.7 References in this Deed to the County Council shall include any successor to its functions as a local planning authority, local highway authority and local education authority in relation to the Site and any body to which all or part of its functions may lawfully have been transferred.

2 Statutory Provisions

- 2.1 This Deed is entered into pursuant to sections 106 of the 1990 Act and contains planning obligations for the purposes of sections 106 of the 1990 Act with intent to bind the Site (and each and every part of it) and the Parties subject to the provisions of Clauses 3 (conditionality), 7.3 and 7.4 (release upon parting with interest), 7.5 (circumstances in which this Deed shall fall away), 7.2(liability) and 7.27 (liability of mortgagee).
- 2.2 To the extent that any of the obligations herein are not considered to be planning obligations for the purposes of section 106 of the 1990 Act they are also entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other relevant enabling powers.
- 2.3 This Deed is enforceable by (and against) the Council and the County Council.

3 Conditionality

- 3.1 This Deed takes effect on the date hereof but enforceability and performance of the obligations at Schedule 2 shall be conditional upon the grant of the Planning Permission and any enforceability and performance of the obligations at Schedules 3-9 shall be conditional upon:-
- (a) the grant of the Planning Permission; and
 - (b) the Commencement of the Development

4 The Owners' and Developer's Obligations

- 4.1 The Owners and the Developer covenant with the Council as set out in Schedules 2, 3, 5, 7 and 8 to this Deed.
- 4.2 The Owners and the Developer covenant with the County Council as set out in Schedules 2, 4, 6 and 9 to this Deed.

5 The Council's Obligations

The Council covenants with the Owners and the Developer as set out in Schedule 10 to this Deed.

6 The County Council's Obligations

The County Council covenants with the Owners and the Developer as set out in Schedule 11 to this Deed.

7 Agreements and Declarations

Local Land Charge

- 7.1 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registered as such by the Council.

Liability

- 7.2 Subject to Clause 7.13 no Party shall be liable for any obligations and duties under the terms of this Deed insofar as they expressly relate to a part of the Site in which they have no interest but for the avoidance of doubt

where any obligations herein are expressed to bind the whole of "the Site" any parties with an interest in the Site shall be jointly and severally liable for the performance of any such obligations.

Release

- 7.3 Subject to Clause 7.4 below any Party shall upon parting:-
- (a) with their respective interests in any part of the Site be released from all obligations and duties under the terms of this Deed insofar as they expressly relate to or are expressed to be binding solely on that part of the Site; and
 - (b) with the entirety of their respective interests in the Site be released from all liabilities whatsoever under the terms of this Deed.
- 7.4 The releases provided for in Clause 7.3 shall not apply to any prior or existing breach of this Deed as at the date of disposal of the relevant interest.

Lapse

- 7.5 This Deed shall cease to have effect if the Planning Permission is quashed, revoked, modified (without the consent of the Developer) save for in respect of any obligations already triggered or antecedent breaches or if the Planning Permission expires, in which case the Council shall (upon written request) effect the cancellation of any entry made in its register of local land charges in respect of this Deed.

Future Development

- 7.6 Nothing in this Deed shall prohibit or limit the right to develop the Site (or any part of it) in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

Discharge by Performance

- 7.7 Following the performance and satisfaction of all the obligations contained within this Deed the Council shall effect the cancellation of all entries made in its register of local land charges in respect of this Deed.

Contracts (Rights of Third Parties) Act 1999

- 7.8 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.9 This Deed may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided.

Notices

- 7.10 Any notice to be given to any Party pursuant to this Deed shall be deemed to be sufficiently served if delivered personally or sent recorded delivery service or sent by facsimile to the Parties at the respective addresses specified above or as otherwise notified in writing by one Party to the other.

- 7.11 Notices served on The County Council shall be addressed to The Director of Governance and Law and shall have the reference LS/21/108784 on all correspondence.

Consents and Approvals

- 7.12 Where any consent, approval or expression of satisfaction is required to be given under this Deed, it shall not be unreasonably withheld or delayed PROVIDED THAT any approval by the Council of any proposed Revised Affordable Housing Schedule pursuant to Paragraph 2.5 of Schedule 3 shall be a matter for the Council's absolute discretion to be determined by Committee should the Council consider it necessary.

Individual Occupiers

- 7.13 Save for Paragraph 5 of Schedule 3 which shall (subject to sub-paragraph 6 therein) remain enforceable against owner-occupiers of Affordable Housing Units this Deed shall not be enforceable against individual owner-occupiers or tenants of completed Residential Units within the Development (including their respective successors in title).

Interest

- 7.14 If any payment due under this Deed is paid late, Interest will be payable from the date when payment is due until the date of payment.

Indexation

- 7.15 The Contributions shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which sum is payable.

Dispute Resolution

- 7.16 If there is any dispute between the Parties in respect of any of the matters to be agreed pursuant to this Deed (other than a dispute or difference concerning the meaning or construction of this Deed or a dispute or refusal by the Council to provide approval in relation to any of the matters referred to at Clause 7.24 below) such dispute shall be determined in accordance with Clauses 7.17 – 7.23 and either party to the dispute may at any time require by notice in writing to the other an independent expert to be appointed to resolve the dispute.
- 7.17 The expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Deed.
- 7.18 The expert shall be appointed jointly by the parties and, in the absence of such agreement within one (1) month of service of the notice pursuant to sub-Clause 7.16, be appointed by the President for the time being of the Royal Institution of Chartered Surveyors within one (1) month of an application being made by one of the parties.
- 7.19 The expert shall invite written representations from each of the parties and shall make his final determination within one (1) month of his appointment PROVIDED THAT if the expert fails to do so either party to the dispute may apply to the President for the time being of the Royal Institution of

Chartered Surveyors for a substitute to be appointed in which case the same procedure shall be repeated.

- 7.20 The findings of the expert shall be final and binding on the parties except in the case of manifest, material error.
- 7.21 The expert shall act as an expert and not as an arbitrator.
- 7.22 The costs of the dispute shall be payable by the parties in such proportion as may be determined by the expert and failing such determination to be borne in equal shares by the parties.
- 7.23 Nothing in Clauses 7.17 – 7.22 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.
- 7.24 Clauses 7.17 – 7.22 above shall not apply to any dispute or refusal by the Council to provide approval to any Affordable Housing Schedule or Revised Affordable Housing Schedule or revised tenure split pursuant to paragraphs 1, 2 or 4 of Schedule 3 which shall be a matter for the Council's absolute discretion.

Legal Costs

- 7.25 Upon completion of this Deed, the Developer shall pay the Council's reasonable legal costs properly incurred in the negotiation and completion of this Deed in the sum of twelve thousand, eight hundred and ninety five pounds (£12,895).
- 7.26 Upon completion of this Deed, the Developer shall pay the County Council's reasonable legal, surveyor's and administrative costs properly incurred in the negotiation and completion of this Deed in the sum of four thousand, four hundred and eighty eight pounds (£4,488).

Mortgagee

- 7.27 This Deed shall not be enforceable against any mortgagee with an interest in the Site unless such mortgagee is in possession.

Land Outside Control

- 7.28 Nothing in this Deed shall require the performance of any obligation whatsoever in, upon or under land outside the ownership or control of the party to perform the obligation unless such land shall be within the public highway.

CIL Regulations

- 7.29 If a Court determines that any obligation contained within this Deed is not:
- (a) necessary to make the Development acceptable in planning terms;
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development
- then such obligation shall immediately cease and determine (without any further act by the Parties).
- 7.30 The release set out in Clause 7.29 shall not affect the remaining obligations within this Deed which shall continue to have full force and effect.

Section 73 Permissions

- 7.31 Unless otherwise agreed between the Parties, if a Section 73 Permission is granted by the Council in relation to the Development, then with effect from the date that each such Section 73 Permission is granted:
- (a) the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent Section 73 Permissions and the Site itself without any further act by the Parties;
 - (b) the definitions of Development, Planning Application and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the 1990 Act, the Section 73 Permission granted pursuant to any such application and the development permitted by such Section 73 Permission

PROVIDED THAT:

- (c) nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act and in particular shall not prevent the Council from requiring a variation to or modification of this Deed as a pre-condition of the grant of any Section 73 Permission; and
- (d) to the extent that any of the obligations in this Deed have already been discharged at the date that any Section 73 Permission is granted they shall remain discharged for the purposes of the Section 73 Permission.

Indemnity

- 7.32 The Developer shall indemnify the Owners against all actions, proceedings, losses, damages, costs, claims and expense which are suffered by the Owners and which are attributable to any failure to comply with the obligations in this Deed.

Jurisdiction

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

No fetter on discretion

- 7.34 Nothing in this Deed is to be construed so as to restrict the proper exercise at any time by the Council or the County Council of any of their statutory duties, powers, functions or discretions in relation to the Site or otherwise.

Counterparts

- 7.35 This Deed may be executed in any number of counterparts.

Schedule 1 – Ownership

- 1 The First Owner owns the freehold interest in that part of the Site being land on the west side of Haine Road, Ramsgate with freehold title absolute under title number K915854.
- 2 The Second Owner owns the freehold interest in that part of the Site being Spratling Court Farm, Spratling Street, Manston, Ramsgate, CT12 5AN with freehold title absolute under title number K466566.
- 3 The Third Owner owns the freehold interest in that part of the Site being land on the north and south sides of Manston Road, Ramsgate with freehold title absolute under title number K915856.
- 4 The Fourth Owner owns the freehold interest in that part of the Site being land on the east and west sides of Haine Road and land on the south side of Canterbury Road West, Ramsgate with freehold title absolute under title number K915855.
- 5 The remainder of the land within the Site is: (i) unregistered land; or (ii) land within the ownership of the County Council as highway land.

Schedule 2 – Notification and Phasing

1 Notices

1.1 To provide the Council and the County Council with no less than fourteen (14) Working Days prior written notice of each of the following:-

- (a) Commencement of Development;
- (b) Commencement of each Phase;
- (c) Occupation of the Development;
- (d) Occupation of each Phase;
- (e) Occupation of the first Residential Unit;
- (f) Occupation of the first Affordable Housing Unit;
- (g) Occupation of the first Residential Unit in each of Phase 1, Phase 2 and Phase 3;
- (h) Occupation of fifty percent (50%) of Residential Units in any Phase;
- (i) Occupation of eighty five percent (85%) of Residential Units in any Phase;
- (j) Occupation of twenty five percent (25%) of Market Units in any Phase;
- (k) Occupation of seventy five percent (75%) of Market Units in any Phase;
- (l) Occupation of two hundred and fifty (250) Residential Units;
- (m) Occupation of one hundred (100) Residential Units;
- (n) Occupation of two hundred and twenty (220) Residential Units;
- (o) Occupation of any of the Residential Units in Phase 3;
- (p) Occupation of twenty five percent (25%) of Residential Units in Phase 3;
- (q) expiry of three (3) years from Commencement of Development.

Schedule 3– Affordable Housing

1 Affordable Housing Schedule

- 1.1 On or before submission of the first Reserved Matters Application in respect of each Phase, to submit the Affordable Housing Schedule in respect of that Phase for approval by the Council.
- 1.2 Not to Commence each Phase unless and until the Affordable Housing Schedule in respect of that Phase has been approved in writing by the Council.
- 1.3 Not to amend the approved Affordable Housing Schedule for each Phase without the further, written approval of the Council.
- 1.4 Subject to Paragraphs 2.3 – 2.7 below, not to provide the Affordable Housing Units in each Phase otherwise than in accordance with: (i) the approved Affordable Housing Schedule; or (ii) any Revised Affordable Housing Schedule (as the case may be) in respect of that Phase.

2 Affordable Housing Quantum and Mix

- 2.1 Subject to Paragraphs 2.2 – 2.7 below, and unless otherwise agreed in writing by the Council:
 - (a) no less than thirty percent (30%) of Residential Units shall be Affordable Housing Units; and
 - (b) the Affordable Housing Units shall be provided in accordance with the Affordable Housing Target Mix.
- 2.2 No less than ten percent (10%) of Residential Units in Phase 1 shall be Affordable Housing Units provided in accordance with the Affordable Housing Target Mix.
- 2.3 Subject to Paragraph 2.4 below, no less than thirty seven point two percent (37.2%) of Residential Units in each of Phase 2 and Phase 3 shall be Affordable Housing Units provided in accordance with the Affordable Housing Target Mix SAVE THAT in the event that the approved Affordable Housing Schedule for Phase 2 (or whichever of the Phase 2 or Phase 3 is Commenced first) provides for more than 37.2% (thirty seven point two percent) of Residential Units to be Affordable Housing Units then the Affordable Housing Schedule for Phase 3 (or whichever of the Phase 2 or Phase 3 is Commenced later) may provide for less than 37.2% (thirty seven point two percent) of Residential Units to be Affordable Housing Units to the extent necessary to bring the overall percentage of Affordable Housing Units within the Development to thirty percent (30%) PROVIDED THAT for the avoidance of any doubt the Developer shall not be required to provide more than thirty percent (30%) of Residential Units as Affordable Housing across the Development as a whole.
- 2.4 Prior to the submission of the first Reserved Matters Application in respect of either of Phases 2 or 3 the Developer may submit a written request in writing to the Council to depart from the requirements of Paragraph 2.3 above PROVIDED THAT any such written request shall be accompanied by a:

- (a) Viability Assessment;
 - (b) (subject to the findings of the Viability Assessment) a proposed Revised Affordable Housing Schedule.
- 2.5 The Council, acting in its absolute discretion, shall as soon as is reasonably practicable from submission of the proposed Revised Affordable Housing Schedule submitted by the Developer pursuant to Paragraph 2.4(b) above, notify the Developer in writing as to whether the Revised Affordable Housing Schedule is approved for the purposes of Paragraph 1.4 above PROVIDED THAT if the Council decides not to approve the Revised Affordable Housing Schedule it shall provide the Developer with reasons for its decision.
- 2.6 In reaching its determination pursuant to Paragraph 2.5 above, and to the extent the Council considers it necessary, the Council may commission an independent review of the Viability Assessment submitted by the Developer pursuant to Paragraph 2.4(a) above SUBJECT ALWAYS to the Developer:
 - (a) paying the Council's reasonable costs incurred in commissioning the independent review; and
 - (b) providing such information as the Council or its appointed advisers reasonably determine is required for the purposes of the independent review.
- 2.7 Any Revised Affordable Housing Schedule approved pursuant to Paragraph 2.5 above shall have effect for the purposes of Paragraph 1.4 above PROVIDED THAT the relevant Phase is Commenced no later than 12 (twelve) months from the grant of Reserved Matters Approval for the relevant Phase to which the Revised Affordable Housing Schedule approved pursuant to Paragraph 2.5 above applies. In the event that the relevant Phase is not Commenced within this period then the Revised Affordable Housing Schedule shall cease to have effect and the Phase shall not be Commenced unless or until a further Affordable Housing Schedule or Revised Affordable Housing Schedule for the Phase has been submitted and approved in writing by the Council (acting in its absolute discretion) in accordance with Paragraph 2.5 and 2.6 above.
- 3 **Affordable Housing Standards**
 - 3.1 Unless otherwise agreed in writing by the Council, the Affordable Housing Units shall be constructed in accordance with Level 1 Standards pursuant to the Housing Standards Review dated 27 March 2015.
- 4 **Delivery and Transfer of Affordable Housing Units**
 - 4.1 Prior to the Commencement of any Phase to submit an Offer or Offers to a Registered Provider or Registered Providers.
 - 4.2 If at any time after the expiry of six (6) months from submission of the first Offer the Developer has, despite using All Reasonable Endeavours, been unable to enter into a contract for the Transfer of all or some of the Affordable Housing Units and the Affordable Housing Land within the relevant Phase to a Registered Provider then the Developer may notify the Council in writing that an Offer has not been accepted ("Notice 1").

4.3 Within twenty (20) Working Days of receiving Notice 1 pursuant to Paragraph 4.2 above the Council may nominate an alternative Registered Provider or alternative Registered Providers as the party or parties to whom the Developer shall make an Offer PROVIDED THAT if the Council fails to make a nomination within this timeframe Paragraph 4.4 shall have no further effect in relation to the Affordable Housing Units and Affordable Housing Land which is the subject of Notice 1 and the Developer shall comply with Paragraph 4.5 (c) below in respect of said land and units.

4.4 No later than (14) Working Days after receiving notification from the Council pursuant to Paragraph 4.3, the Developer covenants to submit an Offer or Offers to the alternative Register Provider or Registered Providers nominated by the Council.

4.5 If:

- (a) at any time after the expiry of three (3) months from submission of the Offer or Offers to the nominated Registered Provider pursuant to Paragraph 4.4 the Developer has, despite using All Reasonable Endeavours, been unable to enter into a contract for the Transfer of all or some of the Affordable Housing Units and the Affordable Housing Land within that Phase to the alternative Registered Provider or Registered Providers nominated by the Council AND the Developer has within fourteen (14) Working Days after the expiry of such three (3) month period given notice in writing to the Council that an Offer has not been accepted by the alternative Registered Provider or Registered Providers ("Notice 2"); or
- (b) the Council has failed to notify any Registered Provider in accordance with the timeframe set out at Paragraph 4.3 above;

Then:

- (c) the Developer may submit to the Council for approval a proposed amendment to the tenure split of the Affordable Housing Units which the Developer can reasonably evidence retains as high a level of Affordable Rented Units as reasonably practicable and which the Developer believes will enable it to enter into a contract with a Registered Provider for the Transfer of the relevant Affordable Housing Units or Affordable Housing Land covered by Notice 2 or (in the event that the Council failed to nominate an alternative Registered Provider or Registered Providers in accordance with Paragraph 4.3 above) those Affordable Housing Units and Affordable Housing Land covered by Notice 1.

4.6 Upon any approval by the Council to the revised tenure of the Affordable Housing Units pursuant to Paragraph 4.5(c) above (which for the avoidance of doubt shall be approved as the Affordable Housing Schedule for the purposes of Paragraph 1.4 above) the Developer shall issue a further Offer to those Registered Providers to whom an Offer has previously been made pursuant to Paragraphs 4.1 and 4.4 above (if any) (plus any additional Registered Providers nominated in writing by the Council) for the Affordable Housing Units or Affordable Land covered by

Notice 2 or (in the event that the Council failed to nominate an alternative Registered Provider or Registered Providers in accordance with Paragraph 4.3 above) the Affordable Housing Units or Affordable Land covered by Notice 1 PROVIDED THAT if the Developer and the Council are unable to agree a revised tenure split pursuant to Paragraph 4.5(c) so as to enable the Council to issue an approval within twenty (20) Working Days of the submission of the revised tenure of the Affordable Housing Units by the Developer pursuant to Paragraph 4.5(c) above the Developer shall be permitted to dispose of the Affordable Housing Units and Affordable Housing Land within that Phase in accordance with the provisions of Paragraph 4.7(a) – 4.10 below.

4.7 If the Developer is still unable to enter into a contract with any of the Registered Providers to whom the Offer is made pursuant to Paragraph 4.6 above for the Transfer of all or some of the Affordable Housing Units and Affordable Housing Land within that Phase within three (3) months of the Council's approval to the revised tenure of the Affordable Housing Units proposed pursuant to Paragraph 4.5(c) then:

- (a) at any time thereafter the Developer may serve notice and make an offer in writing to the Council to Transfer the Affordable Housing Units and Affordable Housing Land in question to the Council on the same terms as Paragraphs 4.1 and 4.4. above ("Notice 3"); and
- (b) in the event that within three (3) months of receipt the Council accepts the offer in writing then the Developer and the Council shall each use All Reasonable Endeavours to enter into a contract for the Transfer of the relevant Affordable Housing Units and/or Affordable Housing Land in that Phase as soon as reasonably practicable thereafter.

4.8 In the event:

- (a) the Council does not accept the offer pursuant to Paragraph 4.7(a) three (3) months of receipt; or
- (b) within three (3) months of receipt of any offer pursuant to Paragraph 4.7(a) the Council serves a Commuted Sum Notice

the Developer may (at its absolute discretion) dispose of the relevant Affordable Housing Units and Affordable Housing Land in that Phase covered by Notice 3:

- (c) on the open market either at a discount of at least twenty percent (20%) against Open Market Value (subject to demonstrating to the Council's reasonable satisfaction that a suitable mechanism is in place to ensure that said discount will apply on subsequent disposal); or
- (d) on a shared equity basis; or
- (e) (subject to the approval of the Council) as any new form of affordable supply and low-cost affordable ownership

housing introduced pursuant to any consequential amendments to the NPPF or statute.

- 4.9 In the event that the Council serves a Commuted Sum Notice on the Developer then SUBJECT TO Paragraph 4.10 below the Developer shall pay to the Council within twenty (20) Working Days the Affordable Housing Commuted Sum and any obligation on the Developer to provide those Affordable Housing Units within the Development specified in the Commuted Sum Notice shall cease PROVIDED THAT if the Affordable Housing Commuted Sum exceeds five hundred thousand pounds (£500,000) it shall be paid in the following instalments to the Council:
- (a) fifty percent (50%) of the Affordable Housing Commuted Sum no later than the Occupation of twenty five percent (25%) of Market Units in the relevant Phase; and
 - (b) the remaining fifty percent (50%) of the Affordable Housing Commuted Sum no later than the Occupation of forty percent (40%) of Market Units in the relevant Phase.
- 4.10 The Council and the Developer agree that in the event that the Developer wishes to dispute the amount of any Affordable Housing Commuted Sum set out in a Commuted Sum Notice served by the Council the Developer may notify the Council in writing within twenty (20) Working Days and:
- (a) the Council and the Developer shall use Reasonable Endeavours to agree the amount of any Affordable Housing Commuted Sum as soon as reasonably practicable;
 - (b) in the event that agreement cannot be reached either party shall be at liberty to refer the matter to dispute resolution pursuant to Clause 7.16; and
 - (c) in such circumstances the period of twenty (20) Working Days referred to in Paragraph 4.9 above shall run from the date that the amount of the Affordable Housing Commuted Sum is agreed between the parties or settled through the dispute resolution process.
- 4.11 Not to Occupy more than twenty five percent (25%) of the Market Units in each Phase unless and until either: (i) any Affordable Housing Units or the Affordable Housing Land within that Phase has been Transferred to a Registered Provider or to the Council; and/or (ii) any requisite Affordable Housing Commuted Sum (or the relevant part pursuant to Paragraph 4.9(a) above) has been paid in full to the Council.
- 4.12 Not to Occupy more than forty percent (40%) of the Market Units in any Phase unless and until either: (i) fifty percent (50%) of any Affordable Housing Units (in that Phase have been Practically Completed and are ready for Occupation; and/or (ii) (if applicable) any part of the requisite Affordable Housing Commuted Sum pursuant to Paragraph 4.9(b) above has been paid in full to the Council.
- 4.13 Not to Occupy more than seventy five percent (75%) of the Market Units in each Phase unless and until all remaining Affordable Housing Units

(save for any Affordable Housing Units and Affordable Housing Land to which Paragraph 4.9 applies) within that Phase have been Practically Completed and are ready for Occupation.

- 4.14 It is hereby agreed between the Council the Developer and the Owner that in the event that pursuant to any approved Affordable Housing Schedule or Revised Affordable Housing Schedule the Council approves the provision of any new form of affordable supply and/or low cost affordable ownership housing introduced pursuant to any consequential amendments to the NPPF or statute as Affordable Housing Units for the purposes of this Deed (instead of any Affordable Rented Units or Shared Ownership Units) and agrees in writing that those specific Affordable Housing Units can be provided by the Developer or Owner rather than through a Registered Provider then any Offer to a Registered Provider for the purposes of this Paragraph 4 does not need to include those Affordable Housing Units and the requirement at Paragraph 4.11 shall not apply to such Affordable Housing Land and Affordable Housing Units PROVIDED THAT the requirements of Paragraph 4.12 and 4.13 shall continue to be of full force and effect.

5 Occupation of Affordable Housing

- 5.1 Subject to Paragraph 6 of this Schedule 3, and save as otherwise provided in this Deed, not to Occupy or permit to be Occupied the Affordable Housing Units:
- (a) for any purpose other than Affordable Housing and specifically not to permit any Affordable Rented Units to be Occupied other than for Affordable Rent and any Shared Ownership Units to be Occupied other than for Shared Ownership; and
 - (b) unless or until a binding Nomination Agreement has been entered into with the Council whereby the Council shall have the right to nominate 100% of the first Occupiers of each of the Affordable Housing Units in accordance with the Council's Allocations Policy and thereafter the right to nominate subsequent Occupiers of 80% of the Affordable Housing Units; and
 - (c) otherwise than in accordance with Paragraph 5.1(b) above

6 Mortgagees

- 6.1 The restrictions contained in this Schedule 3 shall not be binding upon a mortgagee or chargee of any Registered Provider of the Affordable Housing Units or any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee, chargee or receiver PROVIDED THAT (in the case of a disposal by a mortgagee, chargee or receiver) the following conditions have been satisfied:
- (a) any power of sale available to any such mortgagee, chargee or receiver arising under their mortgage or charge over any such Affordable Housing Unit shall only be exercised in the event of their being a default of any obligation to such mortgagee, chargee or receiver;

(b) written notice of such default is provided to the Council as soon as reasonably practicable after any notice is served on the Registered Provider;

(c) the mortgagee, chargee or receiver or manager (including an administrative receiver appointed pursuant to the Law of Property Act 1925) appointed by such mortgagee or chargee must not exercise its power of sale for a period of at least two (2) months following the service of the notice on the Council pursuant to Paragraph 6.1(b) above during which time it must use all reasonable endeavours to attempt to complete a transfer of the Affordable Housing Units to an alternative Registered Provider so as to enable the Affordable Housing Unit to remain as Affordable Housing PROVIDED THAT the consideration of any such transfer will discharge all liabilities and indebtedness including without limitation all amounts of principle, interest, costs, breakage costs, default interest and enforcement costs owed to and/or incurred by the mortgagee, chargee or receiver (as appropriate); and

(d) if within the two (2) month period referred to at Paragraph 6.1(c) above the Council serves written notice upon the mortgagee, chargee, receiver or manager indicating that either the Council or a Registered Provider nominated by the Council is prepared to accept a transfer of the Affordable Housing Units (on such terms that ensure that such transfer will discharge all liabilities and indebtedness including without limitation all amounts of principle, interest, costs, breakage costs, default interest and enforcement costs owed to and/or incurred by the mortgagee, chargee, receiver or manager (as appropriate)) then the mortgagee, chargee, receiver or manager shall use all reasonable endeavours to conclude said transfer as soon as reasonably practicable thereafter.

(e) if either:

(i) the Council does not serve a written notice pursuant to Paragraph 6.1(d) above and the mortgagee, chargee receiver or manager is unable to dispose of any of the Affordable Housing Units to an alternative Registered Provider within the period of two (2) months referred to at Paragraph 6.1(c); or

(ii) the Council does serve a written notice pursuant to Paragraph 6.1(d) above but despite using all reasonable endeavours the mortgagee, chargee, receiver or manager is unable to complete or enter into a binding contract for the transfer of the Affordable Housing Units to the Council or nominated Registered Provider within a further period of two (2) months from the date of receipt of the Council's written notice;

then the mortgagee, chargee receiver or manager shall be entitled to dispose of the Affordable Housing Units free of the

provisions of this Schedule 3 for the full Open Market Value or as it sees fit.

- 6.2 The restrictions contained in Paragraph 5 of this Schedule 3 shall not be binding upon any person acquiring an Affordable Housing Units pursuant to a statutory right to buy or acquire or any person acquiring such percentage that will take their ownership to one hundred percent (100%) of an Affordable Housing Unit subject to a Shared Ownership lease or any mortgagee or chargee or person deriving title from the same.

Schedule 4 – Highways

1 Highway Works

- 1.1 Not to Commence any Phase unless and until a specification for the Highway Works in relation to that Phase (including the Staner Hill Junction Works) has been submitted to, and approved in writing by, the County Council.
- 1.2 Not to Occupy any of the Residential Units unless and until the Staner Hill Junction Works have been Completed in accordance with the specification approved pursuant Paragraph 1.1 above and it is open to use by the public.
- 1.3 Not to Occupy more than seventy five percent (75%) of Market Units in any Phase unless and until the Highway Works in respect of that Phase have been completed in accordance with the specification approved pursuant to Paragraph 1.1 above and are open to use by the public.
- 1.4 Not to Occupy any of the Residential Units in Phase 3 unless and until the Link Road has been Completed in accordance with the specification approved pursuant to Paragraph 1.1 above and is open to use by the public.
- 1.5 It is agreed that the Developer may enter into one or more Highways Agreements in order to discharge these obligations.

2 Travel Plan

- 2.1 Not to Occupy any Phase unless and until the Travel Plan in respect of that Phase has been submitted to, and approved in writing by, the County Council.
- 2.2 Not to amend the Travel Plan in respect of any Phase without the prior written consent of the County Council and such amendments having been approved by the County Council.
- 2.3 Not to carry out each Phase otherwise than in accordance with the approved Travel Plan for that Phase (as amended from time to time in accordance with this Deed).
- 2.4 Not to carry out monitoring pursuant to the Travel Plan in respect of a Phase prior to Occupation of more than eighty five percent (85%) of the Residential Units in that Phase.
- 2.5 Not to Occupy the Development unless and until:
 - (a) a Travel Plan Co-ordinator has been appointed at the Developer's expense in accordance with the provisions of the approved Travel Plan PROVIDED THAT the Travel Plan Co-ordinator shall be retained for a continuous period from Completion of the Development until the date which is five (5) years following Completion of the Development; and
 - (b) the contact details of the Travel Plan Co-ordinator have been provided to the County Council.

2.6 To procure that the Travel Plan Co-ordinator does not carry out his or her responsibilities otherwise than in accordance with the approved Travel Plan.

2.7 Not to Occupy more than eighty five percent (85%) of Residential Units in a Phase unless and until one third of the Travel Plan Monitoring Contribution (being one thousand, six hundred and sixty six pounds and sixty seven pence (£1,666.67)) has been paid to the County Council.

3 Cycle and Public Transport Voucher

3.1 Not to Occupy or permit Occupation of any Residential Unit within any Phase unless and until a Cycle and Public Transport Voucher has been provided to the first household of each Residential Unit within that Phase PROVIDED THAT no more than one Cycle and Public Transport Voucher shall be provided per household.

4 Bus Route Subsidy

4.1 No later than 14 days of Occupation of the one hundredth (100th) Residential Unit to pay one third of the Bus Route Subsidy (being one hundred and thirty three thousand, three hundred and thirty four pounds (£133,334)) to the County Council; and no further occupation may take place until the payment is made. The remainder of the Bus Route Subsidy shall be paid to the County Council in the following instalments:

- (a) a further third (being one hundred and thirty three thousand, three hundred and thirty four pounds (£133,334)) on the first anniversary of the date of the Occupation of the one hundredth (100th) Residential Unit per Paragraph 4.1 above ; and
- (b) the final third (being one hundred and thirty three thousand, three hundred and thirty four pounds (£133,334)) on the second anniversary of the date of the Occupation of the one hundredth (100th) Residential Unit per Paragraph 4.1 above.

Schedule 5 – Open Space and Play Areas

- 1 Not to Commence any Phase unless and until the Open Space Specification in relation to that Phase has been submitted to and approved in writing by, the Council.
- 2 Not to amend the approved Open Space Specification in relation to any Phase without the prior further written approval of the Council.
- 3 Not to carry out any Phase otherwise than in accordance with the approved Open Space Specification (as may be amended from time to time in accordance with this Deed) in respect of that Phase.
- 4 Not to Occupy or permit Occupation of any Residential Unit in a Phase unless or until the Management Company in respect of that Phase has been approved by the Council and established, in accordance with the approved Open Space Specification.
- 5 No later than twenty (20) Working Days of the establishment of the Management Company, to provide the Council with the following details:
 - (a) the name(s) and address(es) of the Management Company and the relevant point of contact at the Management Company for the Council and residents of the Development;
 - (b) a copy of the constitution of the Management Company;
 - (c) a description of the Open Space Land and/or Play Areas (or any part of them) for which it is responsible;
 - (d) the length of term for which the Management Company has been established;
- 6 Not to Occupy more than seventy five percent (75%) of Market Units in any Phase unless and until the Open Space Land and Play Areas in that Phase have been Completed in accordance with the approved Open Space Specification.
- 7 To dispose of the Open Space Land and Play Areas in each Phase to the Management Company in accordance with the timetable set out in the approved Open Space Specification for that Phase and on the following terms:
 - (a) nil consideration;
 - (b) vacant possession shall be given on completion;
 - (c) for an estate in fee simple in possession;
 - (d) with full title guarantee;
 - (e) subject to the matters specified in the title of the Open Space Land and Play Areas in that Phase (other than entries securing monies) and the terms of this Deed so far as the same relate to and affect that Open Space Land and Play Areas PROVIDED THAT the transferor may retain the benefit of any such rights of services or access as are

reasonably necessary for the benefit of the remainder of the Development and PROVIDED FURTHER THAT from the date of the completion of the transfer the Management Company will perform the covenants and conditions contained or referred to in the property and charges register in the title of the Open Space Land and Play Areas in that Phase;

- (f) subject to a covenant in favour of the transferor not to:
 - (i) use and retain the Open Space Land and Play Areas in that Phase for use otherwise than for use by the public as public open space in accordance with the Open Spaces Act 1906; and
 - (ii) manage and maintain the Open Space Land and Play Areas in that Phase otherwise than in accordance with the Open Space Specification.

Schedule 6– Primary Education

- 1 Not to Commence the Development unless and until:
 - (a) the location of the proposed Primary School Site; and
 - (b) the Primary School Site Planhas been agreed in writing with the Council and the County Council.
- 2 Not to Occupy any Residential Unit unless and until the Primary School Site Specification has been submitted to, and approved in writing by, the County Council.
- 3 Not to Occupy more than two hundred and twenty (220) Residential Units unless and until the Primary School Site has been transferred to the County Council in accordance with the Primary School Site Specification and General Site Transfer Requirements PROVIDED THAT if after seven (7) years from the transfer of the Primary School Site the County Council has yet to enter into a build contract for the construction of the Primary School then the County Council shall transfer the Primary School Site to the Developer (or its nominee) on the same terms *mutatis mutandis* as the original transfer.
- 4 Not to Occupy more than two hundred and twenty (220) Residential Units unless and until one third of the Primary School Contribution (being one million, four hundred and ninety five thousand, four hundred and sixty seven pounds (£1,495,467)) has been paid to the County Council. The remainder of the Primary School Contribution shall be paid to the Country Council in the following instalments:
 - (a) a further third (being one million, four hundred and ninety five thousand, four hundred and sixty seven pounds (£1,495,467)) on the first anniversary of the date of Occupation of two hundred and twenty (220) Residential Units or the date on which the payment per Paragraph 4 above is made if such payment is made earlier than the Occupation of two hundred and twenty (220) Residential Units; and
 - (b) the final third (being one million, four hundred and ninety five thousand, four hundred and sixty seven pounds (£1,495,467)) on the second anniversary of the date of Occupation of two hundred and twenty (220) Residential Units or the date on which the payment per Paragraph 4 above is made if such payment is made earlier than the Occupation of two hundred and twenty (220) Residential Units.
- 5 For the avoidance of doubt, and subject always to the provisions of this Deed, the Developer consents to the transfer of the Primary School Site pursuant to paragraph 4 of the proprietorship register to title number K915856 in accordance with the timeframe set out pursuant to Paragraph 3 of this Schedule 6.

Schedule 7 – Community Hall

- 1 Not to Commence the Development unless and until the location of the Community Hall Site has been agreed in writing with the Council.
- 2 For a continuous period of three (3) years from Commencement of the Development to:
 - (a) use Reasonable Endeavours to find suitable occupiers for the Community Hall Site; and
 - (b) liaise with the Council in relation to potential occupiers who may approach the Council from time to time with enquiries about pursuing an interest in the Community Hall Site.
- 3 If, on the expiry of the relevant three (3) year period (per Paragraph 2 above) the Developer demonstrates to the reasonable satisfaction of the Council (confirmed by the Council in writing) that there has been no Reasonable Market Interest in the Community Hall Site then this obligation shall cease to be of any further legal force and effect and the Developer shall (subject to any requisite consents) be entitled to pursue alternative proposals for the Community Hall Site.

Schedule 8 – Council Contributions

1 Thanet Coast and Pegwell Bay SPA Contribution

Not to Occupy any Residential Units in any Phase unless and until the Thanet Coast and Pegwell Bay SPA Contribution in respect of that Phase has been paid to the Council.

2 Play Area Contribution

3 Not to Occupy more than twenty five percent (25%) of the Market Units in Phase 3 unless and until the Play Area Contribution has been paid to the Council.

4 Tithe Barn Contribution

On the later of twenty five (25) Working Days after receipt of Historic England's Notification from the Council pursuant to Paragraph 2.1 of Schedule 10 or the Occupation of one hundred and fifty (150) Residential Units, to pay the Tithe Barn Contribution to the Council PROVIDED THAT if the Council fails to provide a copy of Historic England's Notification then this obligation shall cease to be of any further legal force.

5 Health Contribution

5.1 Not to Occupy or permit Occupation of any Residential Units in any Phase unless and until fifty percent (50%) of the Health Contribution in respect of that Phase has been paid to the Council.

5.2 Not to Occupy or permit Occupation of more than fifty percent (50%) of the Residential Units in any Phase unless and until the remaining fifty percent (50%) of the Health Contribution relating to that Phase has been paid to the Council.

Schedule 9- County Council Contributions

- 1 Not to Occupy or permit Occupation of any Residential Units in Phase 1 unless and until the Library Contribution has been paid to the County Council.
- 2 Not to Occupy or permit Occupation of any Residential Units in Phase 2 unless and until the Community Learning Contribution has been paid to the County Council.
- 3 Not to Occupy or permit Occupation of any Residential Units in Phase 3 unless and until the Adult Social Services Contribution has been paid to the County Council.
- 4 Not to Occupy more than two hundred and fifty (250) Residential Units unless and until the Highway Mitigation Contribution has been paid to the County Council.

Schedule 10 – Council's Covenants

1 Use of Contributions

- 1.1 Not to use any sum received pursuant to this Deed otherwise than for the purpose for which it has been paid as specified in this Deed.
- 1.2 Immediately upon receipt, to deposit all sums received pursuant to this Deed into an interest bearing account.
- 1.3 Within twenty eight (28) days of receipt of a request in writing to provide the Developer with an audit account as to how the sums received pursuant to this Deed have been spent.
- 1.4 To repay (together with all accrued interest) to the payee any sums not expended within ten (10) years of receipt pursuant to this Deed.

2 Tithe Barn Contribution

- 2.1 No later than ten (10) Working Days following receipt, to provide Historic England's Notification to the Developer.
- 2.2 Subject to Paragraph 2.1 above and Paragraph 4 of Schedule 8, to pay the Tithe Barn Contribution (if any) to Historic England as soon as is reasonably practicable following receipt from the Developer.

3 Planning Permission

To issue the Planning Permission as soon as reasonably practicable after the date of this Deed.

4. Adult Services Wheelchair Accessible Homes

The Council covenants with the County Council to consult with the County Council in relation to nominations in respect of any Adult Services Wheelchair Accessible Homes within the Development.

Schedule 11 – County Council's Covenants

1 Use of Contributions

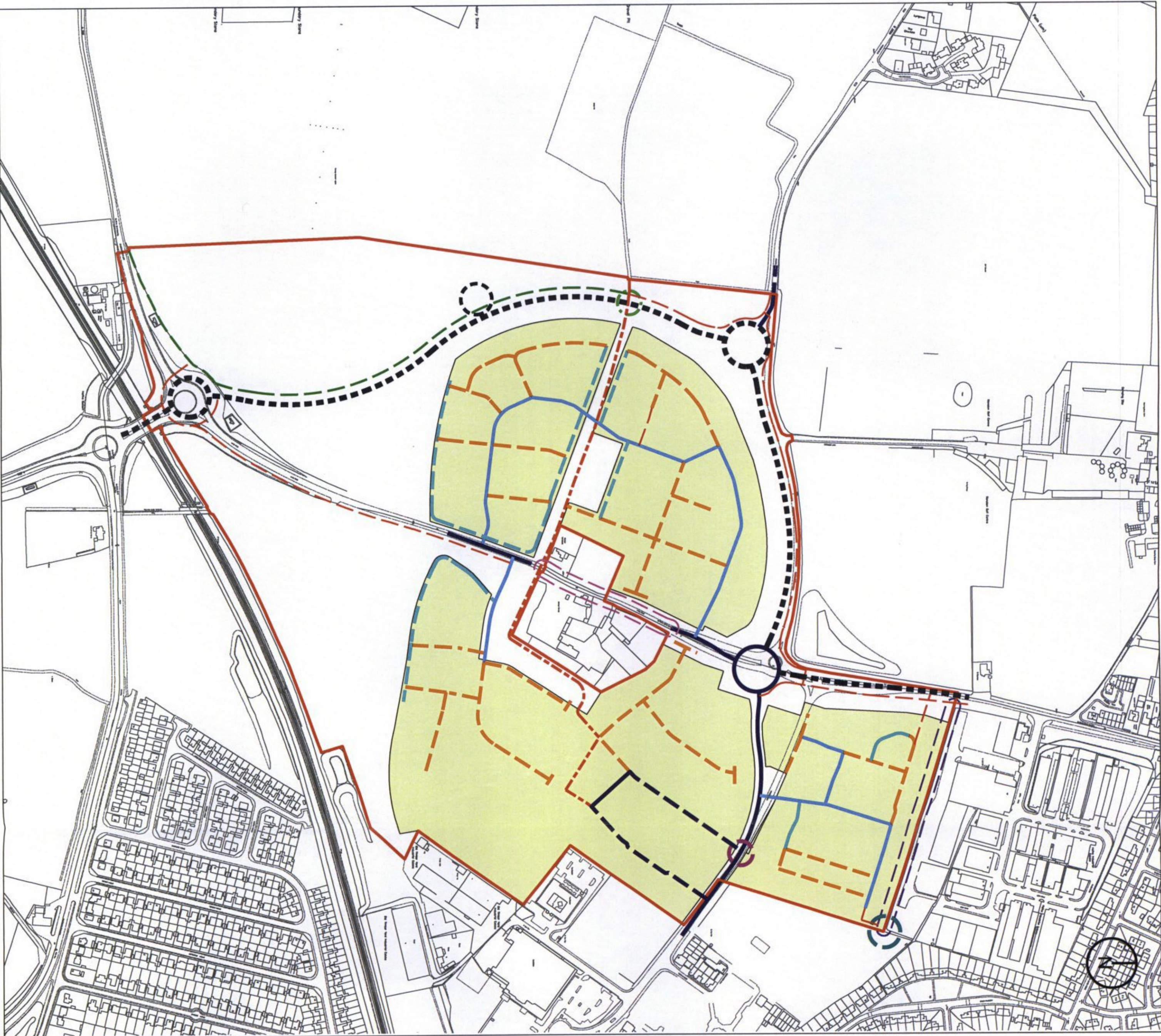
- 1.1 Not to use any sum received pursuant to this Deed otherwise than for the purpose for which it has been paid as specified in this Deed.
- 1.2 Immediately upon receipt, to deposit all sums received pursuant to this Deed into an interest bearing account.
- 1.3 Within twenty eight (28) days of receipt of a request in writing to provide the Developer with an audit account as to how the sums received pursuant to this Deed have been spent.
- 1.4 Subject to Paragraph 1.5 below, to repay (together with all accrued interest) to the payee any sums not expended within ten (10) years of receipt of the last payment pursuant to this Deed.
- 1.5 In the event that the County Council has not entered into a build contract for construction of the Primary School on the expiry of seven (7) years from the transfer of the Primary School Site pursuant to Paragraph 3 of Schedule 6, to repay (together with all accrued interest) to the payee any unexpended part of the Primary School Contribution.

2 Primary School Site

- 2.1 Subject to Paragraph 3 of Schedule 6 to:
 - 2.1.1 accept the transfer of the Primary School Site in accordance with the terms of this Deed;
 - 2.1.2 design the Primary School in consultation with the Developer so that the Development and the Primary School can be delivered complementary to one another; and
 - 2.1.3 from the date of the transfer of the Primary School Site, not to use the Primary School Site (or permit the Primary School Site to be used) otherwise than for educational and associated and ancillary purposes.

3 Staner Hill Junction Works

- 3.1 To use Reasonable Endeavours to vary the Haine Road Agreement pursuant to Section 106A of the 1990 Act to permit the Highway Contribution 1 to be used in whole or in part towards the Staner Hill Junction Works.
- 3.2 Subject to securing the variation pursuant to Paragraph 3.1 above, the County Council covenants to pay to the Developer on an instalment basis any part of the Highway Contribution 1 received pursuant to the Haine Road Agreement (as varied) within sixty (60) days of receipt of each instalment PROVIDED THAT the Staner Hill Junction Works have commenced.



Application area

Developable area

Strategic road

Existing highway with realignments and new junction arrangements

Main street - 6.5m carriageway to allow for school bus circulation including 3m shared pedestrian and cycleways on each side

Residential street - 5.5m carriageway and 2m footpath each side

Minor street - 4.8m-5.5m carriageway

Shared surface street - not more than 5.6m to allow for refuse tracking

Pedestrian and cycleway connections no less than 3m wide

Retain existing footpath

Retain existing bridleway

Combined cycle/ pedestrian way

Parking area for recreation users - not more than 10 spaces

Pedestrian link to footpath connection to Auckland Ave

Safe pedestrian / cycle crossing point at the new A256 link

Pegasus Bridleway crossing point at the new A256 link

Undertake downgrade of Haine Road, including bus gate and safe setting

All designs to be compliant to Manual for Streets

THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:-



Client

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Project

Manston Green, Haine Road
Thanet

PAUL DREW DESIGN

Job Ref.

Job Ref

Drawn PD/RB

Drawing Title

Parameter Plan 4 - Movement

Scale

1:5000@A3
1:2,500@A1

Date 08.07.2013

Drawing no.

014

Rev O 15.05.2015

Phasing Plan

Application Boundary

Phase One - Residential area

Phase One - School - 2.05Ha

Phase One - Community Hall - 0.1Ha

Phase One - Combined pedestrian/ cycle way

Phase 1 Open Space

Phase Two - Residential area

Phase 2 Open Space

Phase Three - Residential area

Phase Three - Highways

Phase Three - Combined cycle/ pedestrian way and horse access

Phase 3 Open Space

Staner Hill roundabout works

Local Area of Play delivered within local phase

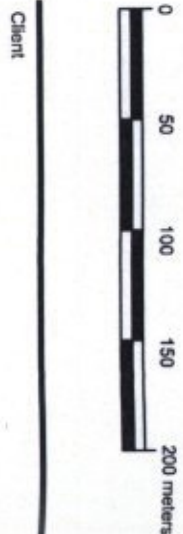
Local Equipped Area of Play - delivered within local phase

Open Space

Landing lights and drainage area

THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
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Job Ref. Job Ref. Drawn PD/ML

Drawing Title Scale 1:5000@A3 Date 4.11.2014 Rev T: 13.11.2015

Phasing Plan Drawing no. S106-007



JULY 2015

DRAFT Framework Travel Plan

Proposed Development of Manston Green

Iceni Projects Limited on behalf of
the Cogent Land LLP

July 2015

ICENI PROJECTS LIMITED
ON BEHALF OF THE
COGENT LAND LLP

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DRAFT Framework Travel Plan
PROPOSED DEVELOPMENT OF MANSTON GREEN

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3. SUSTAINABLE TRAVEL MODES	7
4. THE TRAVEL PLAN MANAGEMENT SCHEME	12
5. CONCLUSION	18

APPENDICES

- 1 Site Location Plan
- 2 Bus Route Plan
- 3 Cycle Route Plan
- 4 Example Travel Questionnaire

1. INTRODUCTION

- 1.1 Icen Projects Ltd has been appointed by Cogent Land LLP to provide this Travel Plan (TP) in support of their proposed development of Manston Green. Proposals include the development of 785 new homes, strategic highways improvements to the A256 corridor, a new primary school, a community hall, small scale convenience and public open space.
- 1.2 This FTP has been prepared to provide a basis for all future developments on the site which may require a Travel Plan or Travel Pack and aims to foster a consistent approach to encouraging sustainable travel across the site and identifies a range of outline initiatives which can be used as appropriate by each of the separate developments across the site. The residential element will benefit from a Travel Pack however, the TP requirements for additional facilities on the site will need to be determined at the detailed application stage being dependent on the size and number of visitors, staff, etc.

What is a Travel Plan?

- 1.3 Every development has potential implications for local transport systems to a lesser or greater degree. The way that these implications are managed is fundamental to the scale of transport effects associated with the development.
- 1.4 TPs (which include residential Travel Packs) are an important element of the Government's integrated transport strategy and are a means of managing the transport generated by a development or site and implementing measures to reduce identified adverse effects of such transportation.
- 1.5 A TP is essentially a series of initiatives that are introduced by an organisation to provide users with an enhanced range of sustainable transport opportunities. The overriding objectives of TPs are to reduce the level of single occupancy car use for all journeys and to maximise the use of other sustainable forms of travel such as walking, cycling, and public transport.

Benefits of a Travel Plan

- 1.6 The most easily identifiable benefits of a TP are those that are directly related to reductions in vehicle use; namely proportionally less congestion, noise, air pollution and accidents.
- 1.7 There is however, also a broader range of more intangible benefits that can accrue from the implementation of TP initiatives. Depending on the characteristics of each development, such benefits can include:

- Healthier residents, staff and pupils
- Energy savings – through reduced fossil fuel use
- Improved use of public transport – through TP initiatives
- An improved environment for pedestrians and cyclists
- Cost savings – to residents as travel becomes more efficient
- Improved quality of life – through time savings achieved as a result of less congestion and reduced stress

Why do we have a Travel Plan?

- 1.8 While there are a wide range of benefits that can result from the operation of a TP, their implementation is increasingly being required within the planning system as a condition, or requirement, associated with development.
- 1.9 At a national level, the National Planning Policy Framework (NPPF) places an emphasis on the need for all developments to encourage the use of sustainable transport, stating that:

“Plans should protect and exploit opportunities for the use of sustainable transport modes for the movement of goods or people. Therefore, developments should be located and designed where practical to

- accommodate the efficient delivery of goods and supplies;*
- give priority to pedestrian and cycle movements, and have access to high quality public transport facilities;*
- create safe and secure layouts which minimise conflicts between traffic and cyclists or pedestrians, avoiding street clutter and where appropriate establishing home zones;*
- incorporate facilities for charging plug-in and other ultra-low emission vehicles; and*
- consider the needs of people with disabilities by all modes of transport*

A key tool to facilitate this will be a Travel Plan. All developments which generate significant amounts of movement should be required to provide a Travel Plan.”

- 1.10 The five stated objectives of this TP are:

- Foster a partnership approach with residents as appropriate to influence travel behaviour;
- Generate fewer single-occupancy car trips than would otherwise be the case by encouraging a modal shift in travel to the site;
- Encourage safe and viable alternatives for accessing the site for all site users;

- To reduce the environmental impact associated with development traffic by raising travel awareness amongst residents encouraging the use of alternative modes to private cars; and
- Reduction in overall vehicle mileage

DRAFT

2. AIMS AND OBJECTIVES

- 2.1 The aim of the FTP for the site is to help to reduce the number of single-occupancy car trips and is intended to achieve the objectives, listed previously. Given the difficulty in influencing patients' and visitors travel habits, the FTP is primarily aimed at influencing resident, staff and pupil travel, however, many of the measures will also benefit other users of the site.
- 2.2 This FTP is focussed on setting out principles and objectives to provide future occupiers/developers of the site with a starting point for preparing their own TPs, including residential Travel Packs to be agreed with the local authority prior to occupation.

Surveys

- 2.3 As part of the TP proposal for each individual land use for which a TP is required, the occupier or developer will commit to undertaking iTrace compliant surveys which would assess the travel and transport issues and influences of the occupier. The Travel Plan co-ordinator for each use will sign up to iTrace to aid in the evaluation and monitoring of the travel plan. With regard to the residential element, the approach would be less formal through the issue of Travel Packs.
- 2.4 The surveys, monitoring and review would be undertaken so as to achieve the joint aims of promoting sustainable transport and education as regards to reducing reliance on private car use.
- 2.5 One of the main objectives of the TP is to provide encouragement, information and initiatives to residents to use public transport and other more sustainable methods of transport instead of placing sole reliance on privately owned motor vehicles or undertaking single purpose trips.
- 2.6 Where applicable, targets can be included in a TP to help achieve the objectives and there are two main types that are applicable to TPs. The most easily demonstrated are the commitments to deliver the package of measures set out in the plan. Such measures are detailed within section 5.

3. SUSTAINABLE TRAVEL MODES

Site Location

- 3.1 The application site comprises two predominantly open fields that sit either side of Haine Road. Haine Road at this point runs on a north-south axis. At the southern end is a roundabout junction with the A299. At the northern end is a roundabout junction with Manston Road. There have already been significant highway improvements to the A299 to the south of Haine Road, and to the highway network to the north of Haine Road.
- 3.2 In the wider area, immediately to the east of the site is the existing built up area of Ramsgate. At the points closest to the application site are an NHS nursing centre, a Tesco supermarket, and existing residential areas. To the west of the site is Manston Airport. The southern boundary of the site abuts the Ramsgate to London railway line.
- 3.3 In terms of proximity to local services, Ramsgate town centre lies approximately 1.5km to the south east of the site; and Westwood Cross shopping centre 1km to the north. In terms of existing education provision the Marlowe Academy is approximately 800m to the north east. As to employment generating uses, Manston Airport lies immediately to the west of the site, and Discovery Park is approximately 4km to the south.

Existing Highway Network

- 3.4 The application site comprises two agricultural fields that sit either side of Haine Road (A256). Haine Road at this point runs on a north-south axis. At the southern end is a roundabout junction with the A299, known locally as 'Lord of the Manor'. At the northern end is a roundabout junction with Manston Road (sometimes referred to locally as the 'Dragon roundabout'). There have already been significant highway improvements to the A299 to the south of Haine Road (East Kent Link Road), and to the highway network to the north of the Spratling Street junction.
- 3.5 The only existing built form along the section of Haine Road through the site are the three buildings that sit towards the Manston Road junction (two on the eastern edge of the road, one on the western). The two buildings on the eastern edge of Haine Road are Grade II Listed, by virtue of their architectural and historic worth. One of those listed buildings is Ozengell Grange, a house dating from 1711 of red brick construction with a clay tiled roof. Approximately 50m to the east of Ozengell Grange is a listed barn, dating from the late 14th or early 15th century. The barn is an oak frame construction, with a flint base and weather boarded elevations.
- 3.6 An individual house sits on the western side of the road.

- 3.7 Those houses – on both sides of the road – are surrounded on all sides by a mature tree belt that largely shields views of the built form within. These two parcels of land fall outside the red line boundary
- 3.8 In the wider area, immediately to the east of the site is the existing built up area of Ramsgate. At the points closest to the application site are an NHS nursing centre, a Tesco supermarket, and existing residential areas. To the west of the site is Manston Airport. The southern boundary of the site abuts the Ramsgate to London railway line.
- 3.9 In terms of proximity to local services, Ramsgate town centre lies approximately 1.5km to the east of the site; and Westwood Cross shopping centre 1km to the north. In terms of existing education provision the Marlowe Academy is approximately 800m to the north east. As to employment generating uses, Manston Business Park lies immediately to the west of the site, and Discovery Park is approximately 4km to the south. Westwood Cross also offers retail jobs and the Port of Ramsgate is within easy reach to the east, which also has employment opportunities).

Sustainable Transport

Bus Services

- 3.10 Table 3.1 below and Appendix A2 provide a picture of the existing bus service provision in the vicinity of the development site. As can be seen in Appendix A5, the majority of the available bus services currently run parallel to each other on either side of the site i.e. on Manston Road and Canterbury Road East with the nearest bus stop being located approximately 900 metres from the centre of the development site (on Canterbury Road East, approximately a 10 minute walk). The combined frequency of available services is good within a 1km radius of the site.

Table 3.1 Bus Services

Bus service	Route	Approximate Weekday frequency	Approximate Weekend frequency (Saturday only)
9/9X	Canterbury - Ramsgate - Broadstairs, Westwood Cross	Hourly (daytime only)	Hourly
38	Birchington-on-Sea – Manston – Ramsgate – Broadstairs – Palm Bay	Hourly (daytime only)	5 journeys
38A	Palm Bay – Broadstairs – Ramsgate – Manston – Birchington-on-Sea	1 journey	No services
42	Monkton – Minster - Ramsgate	6 journeys (daytime only)	5 journeys
42A	Monkton – Minster – Ramsgate – Ellington School	1 daily (Schooldays only)	No services
87	Dover – Sandwich -Ramsgate	5 daily	5 daily

88	Dover – Sandwich - Ramsgate	8 daily (5 on schooldays only)	4 daily
88A	Dover – Sandwich - Ramsgate	2 daily	2 daily

Rail

- 3.11 The nearest station is located 2.5km away in Ramsgate. Further afield are the stations of Dumpton Park (4.5km), Broadstairs (5.9km) and Minster Station (6.5km).
- 3.12 All these stations are managed by Southeastern and operate on the Chatham Main Line, the Kent Coast Line, and the Ashford to Ramsgate (via Canterbury West) line. Trains run to various destinations within Kent as well as into London Charing Cross, London Victoria and London St Pancras.
- 3.13 The services provided by the Southeastern services from Ramsgate have been detailed below in Table 3.2.

Table 3.2 Regular Train Services accessed by Ramsgate Station

Direction	Weekday			Saturday	Sunday
	1 st Train Departure	Last Train Arriving	Ave. Per Hour	Ave. Per Hour	Ave. Per Hour
Book 1 – London and Tonbridge to Ashford International, Canterbury West, Folkestone, Dover, Ramsgate and Margate	0714	0202	3	2	2
Book 2 – London to Medway Towns, Sittingbourne, Sheerness-on-Sea, Faversham, Dover and Ramsgate	0709	0236	2	2	2
Book 3 – London to Ashford International and Canterbury West via Maidstone East (Change at Ashford International)	0455	0128	1 (2 in Peak Hours)	1	1

NOTE: Taken from Southeastern Timetable 2015

- 3.14 Southeastern also operate high-speed domestic services on High Speed 1 (HS1) into and out of St Pancras International. Ramsgate and Broadstairs benefit from two high speed trains per hour.
- 3.15 Table 3.3 summarises weekday and weekend train frequencies and journey times from Ramsgate to London at peak times.

Table 3.3 HS1 Train Services accessed by Ramsgate Station

Direction	Weekday			Saturday	Sunday
	1 st Train Departure	Last Train Arriving	Ave. Per Hour	Ave. Per Hour	Ave. Per Hour
High speed – St Pancras International to Ashford International, Canterbury West, Dover, Ramsgate, Gravesend, Maidstone West and Faversham	0455	0122	2	2	2

NOTE: Taken from Southeastern Timetable 2015

- 3.16 It should be acknowledged that LTP3 outlines future proposals for a Thanet Parkway Station to the west of Ramsgate and potential reductions to around 56 minutes in HS1 journey times to London. This project is currently undergoing a Phase One Consultation Strategy.

Pedestrians

- 3.17 The site benefits from existing public rights of way, which connect the site with the town centre and destinations to the north and east of the site. Pedestrian facilities within the locale of the site are of a good standard with footways and crossing points provided on the majority of roads in the surrounding area. These pedestrian footways are of suitable width and well lit.
- 3.18 A Public Bridleway (CR8) currently passes through the western part of the site, between Haine Road and High Street. This right of way, will be incorporated within the pedestrian and cycle routes implemented as part of the proposed development.

Cycling

- 3.19 The Viking Coastal Cycle Map shows that there are a number of signed on-road and traffic free off-road routes within close proximity of the site connecting to Ramsgate and Westwood Cross and then linking with other recommended routes, leisure routes and quieter roads within Thanet meaning that there are a number of safe routes for cyclists to access surrounding towns and villages.
- 3.20 It should also be noted that the whole of Ramsgate is within 5km of the site and as such all local facilities and amenities are well within the accepted reasonable cycling distance of 5km. A copy of the cycle map and a drawing showing the 5km cycling catchment from the site are included at Appendix A3.

Local Amenities

- 3.21 With regard to local facilities and amenities, the site is located within 3.4km of Ramsgate town centre, which apart from the usual retail and service provision also includes doctors surgeries,

dental practices, post office, library and sports/leisure centres, all of which when combined with the bus are located within a reasonable distance from the site.

3.22 In addition to this, there are other facilities which are also within a short distance of the site, namely:

- Tesco Manston - 850m
- Marlowe Academy - 1.5km
- Tesco Extra Broadstairs - 3.1km
- Sainsburys Broadstairs - 3.2km
- Ramsgate Town Centre – 3.4km
- Westwood Cross Shopping Centre – 3.4km
- Manston Airport Site – 3.4km
- Queen Elizabeth Hospital – 4.4km

3.23 In order to access facilities further afield would require a combination of walking and utilising the bus services or by cycling.

Summary

3.24 It has been shown that the redevelopment site is located in a sustainable location with good footway and cycle links, and is close to frequent bus services, which supply good area coverage. The pedestrian routes surrounding the site are suitable for all users. In conclusion, the proposed development provides opportunities to use modes other than the car and will provide all users of the site with access to alternative modes of travel.

4. THE TRAVEL PLAN MANAGEMENT SCHEME

Site Details

- 4.1 The application is submitted in outline, with all matters of detail reserved for future consideration. Nevertheless the proposals constitute strategic highway improvements to the A256 corridor, 785 dwellings, a new primary school, community hall, small scale retail and public open space.
- 4.2 The need for a parkway station for Thanet is identified through Kent County Council's Local Transport Plan "Growth Without Gridlock" 2010. That document advocates the provision of a parkway station to facilitate easier and more sustainable transport choices between Manston Airport, local employment opportunities, Westwood Cross and the surrounding urban areas.
- 4.3 Beyond the provision of 785 dwellings, it would be the responsibility of the developers to deliver the strategic highway improvements, the primary school, the community hall, the small scale retail and the public open space.
- 4.4 It is considered that the provision of these packs will be far more effective than implementing a Travel Plan, which residents are less likely to read and be influenced by.

Travel plan initiatives

- 4.5 The final version of the TPs will operate as an organic document. The Occupiers will aim to ensure that their TP responds to both internal and external influences as well as possible in terms of promoting and delivering sustainable travel and transport use within the development.
- 4.6 In order to ensure that the opportunities for modal shift can be realised there are a number of measures that can be undertaken or encouraged by the development proposal. Broadly these measures can be categorised as follows:
- Direct measures to reduce car usage;
 - Measures to promote alternative travel modes; and
 - Monitoring and management.
- 4.7 As part of the proposed development there are a series of measures which will be introduced that will ensure the site is accessible to all main modes of road transport and pedestrians. In particular, those who travel by modes other than the private car will be encouraged. These measures are detailed below.

Travel Information Packs

- 4.8 Each resident will receive a Travel Information Pack. This Pack will include Cycle Route Maps, Public Transport Information and Contact Information.
- 4.9 The Travel Information Packs will be produced at the Occupier's expense and shall be reviewed and updated as necessary, again at the Occupier's expense for the duration of the TP.

Measures to promote alternatives (Hard Measures)

Car parking

- 4.10 With regard to journeys to the site by car, parking restraint is a widely recognised 'hard' measure to limit car use and, as a consequence, encourage sustainable travel behaviour.
- 4.11 The parking provision at the site will be below the maximum permitted based on the parking standards and, as such, residents will be less reliant on the private car. Good links to the town centre and limited parking available at the centre will encourage residents to seek alternatives to the car.
- 4.12 Although not designed in detail at this stage, the parking provision for other future uses on the site will all be determined on the same principles, seeking to minimise parking provision to encourage non-car travel to the site, particularly for visitors, staff, etc.

Car share

- 4.13 Car sharing is a good means of reducing single-occupancy car use. The TPC will endeavour to promote a car sharing scheme amongst residents to encourage those driving to and from work to offer to share the journey with fellow residents
- 4.14 In addition to the above, car clubs such as <https://kent.liftshare.com/> will be promoted by the TPC to employees to search for other subscribers that have the same travel characteristics and can ultimately share journeys. This is likely to be more effective as a means of promoting car share to the site.
- 4.15 Information regarding car clubs will be included in the travel packs and information will be displayed on notice boards where available.

Cycling

- 4.16 Access to the site by bike is good with many off-road routes and cycle friendly roads provided linking with surrounding residential areas and public transport facilities. In addition to this, cycle paths will be provided within the site linking with existing cycle routes and public rights of way.

- 4.17 Cycle parking will be provided in accordance with the minimum standards as the residential properties will have space for cycles either within gardens or within the flats.
- 4.18 A cycle buddy scheme will also be established by the individual TPCs as a further measure to encourage cycling. Any resident who may prefer to cycle with someone rather than on their own could be matched with those cycling to and from a similar location.
- 4.19 Discounts will be negotiated/sought at local cycle stores for residents. The TPC will investigate opportunities to secure discounts which will encourage residents to purchase a bike and promote a more sustainable mode of travel.
- 4.20 In addition to this, regularly updated information will be made available to residents about pedal cycle routes and other helpful contact details and local cycling events via the notice boards and within the travel packs. Within the site itself, routes will be provided for cyclists, segregated from vehicular traffic and linking to the wider area.

Walking

- 4.21 Measures aimed at increasing the viability of accessing the site on foot will be based around provision of the following facilities and benefits prior to full occupation of the site:
- Information on the 'off highway' pedestrian network routes will be shown on maps made available through the notice boards at the site, and within travel packs.
 - A walking buddy scheme will also be established by the TPC as a further measure to encourage walking. Any residents who may prefer to walk with someone rather than on their own could be matched with other residents walking to and from similar locations.
- 4.22 Existing pedestrian routes are very good providing safe links to public transport facilities and surrounding residential areas. A number of the routes will be upgraded to benefit accessibility.

Public Transport

- 4.23 Increased accessibility to, and use of, public transport is considered to be a key element of any TP. The following measures to encourage bus use will be incorporated into the final plan:
- Residents will be encouraged to combine bus and rail services with walking and cycling as appropriate, for journeys to and from work.
 - Residents will be provided with a period of free travel.
 - Provide up-to-date public transport information including timetables and bus company contact information on transport notice-boards, and/or within travel packs.

- Accommodate bus penetration through the site with accessible stops within 400m of every property.
- 4.24 Based on the high frequency and number of services accessible within a reasonable walking distance, all of the bus services would have sufficient spare capacity to accommodate the trips that could be generated by the proposed development and the proposal to facilitate the diversion of an existing bus service through the site will provide all site users to travel by this mode.

General Scheme Promotion

- 4.25 All initiatives and activities within the TP will be effectively communicated to residents. Meetings will be used for generating support for the TP amongst residents and the use of sustainable modes of transport for residents and all new residents will be provided with a travel pack at the time of occupation.
- 4.26 Residents will be advised upon occupation on the range of sustainable travel options for travel to and from the site other than the private car and encourage them to travel by these modes.
- 4.27 All reference material such as public transport timetables and contact information will be made available to residents. This material will be regularly reviewed and refreshed. The same information will be available to pass on to visitors, staff and occupiers as required/relevant.

Monitoring and management

- 4.28 The TPs will be managed by the TPCs, who will work in conjunction with the Local Planning Authority, the local community and other interested parties for the continuing progression of the relevant TP. Their role will be as follows:
- To promote and encourage the use of travel modes other than the car, including publicity;
 - To ensure that all relevant information is provided to all residents and that up to date information is clearly displayed on the TP notice boards or within travel packs; and
 - To arrange for travel surveys to be undertaken, should they be required and the results sent as a report to the KCC Travel Plan Team.
 - To oversee the residential Travel Packs with the council.

Funding

- 4.29 Separate budgets will be set aside for each element of TP delivery including
- TPC post;
 - Measures (including marketing costs etc); and

- Monitoring programme.

Travel Plan Targets

- 4.30 TPs are evolving documents that need to remain adaptable to changing working practices and local conditions and, therefore, the plan will be reviewed following completion of a further survey where specific targets can be set. This TP has been prepared as a “first step” as a means of ensuring TP measures are in place from day one as far as possible so that travel by non-car modes is encouraged from the start.
- 4.31 However, it is important to note that targets must be set in relation to existing patterns of travel behaviour, local public transport and the availability of parking. The targets should most easily demonstrate the commitment to deliver the package of measures set out in the Plan.
- 4.32 A form of target is aspirational and related to proportional changes in the travel modes used to get to the site. At this stage, it is difficult to define exactly the aspirational targets in advance of the development opening, as the modal split of residents is not known. However, it is anticipated that the proportion of residents who will initially drive to or from the site will be in-keeping with typical journey to work travel habits for East Kent
- 4.33 Table 4.1 shows the modal split for the Nethercourt ward, which the site is located next to, taken from the 2011 Census Travel to Work dataset.

Table 4.1 Existing Modal Splits for Staff

Mode of Travel	Mode Share
Work from home	2.2%
Car driver	41.3%
Car passenger	3.9%
Taxi	0.3%
Bus	3.7%
Train	2.4%
Cycle	1.9%
Foot	6.5%
Motorcycle	0.6%
Other	37.2%

Notes: Based on 2011 Census Data

- 4.34 This data shows that some 45% of people living in the ward travel to work by car either as a driver or passenger. Some 7% walk to work, 2% cycle and 6% by public transport, whilst 2% work from

home and as such will not generate any commuter trips. This provides an indication of typical travel habits in the area.

Resident Travel Patterns

- 4.35 In order to establish the existing travel patterns of residents at the time of introducing the Plan, a comprehensive questionnaire survey will be carried out within 6 months of opening. A sample questionnaire sheet has been attached as Appendix 5 to this report.
- 4.36 One of the key findings of the questionnaire is the existing modal split for travel to work among residents. These splits will be broken down as shown in Table 4.2 overleaf.
- 4.37 Full analysis of the questionnaires will be undertaken by the TPC after the survey has been completed and the results will be submitted to the Local Authority. This data will represent the base data for the TP upon which the future targets will be assessed. The targets, to be met within 5 years of the first occupancy of the development, will be set in agreement with KCC.

Table 4.2 Existing Modal Splits for Residents

Mode of Travel	Mode Share
Car driver	
Car passenger	
Taxi	
Bus	
Cycle	
Foot	
Motorcycle	
Other	

*To be completed following
initial staff travel survey*

5. CONCLUSION

- 5.1 The measures and initiatives recommended within this TP are considered to be sufficient to encourage future residents of the proposed development to travel in a sustainable manner by promoting and securing initiatives and incentives which would minimise the need to travel by private car given the proposed development will have reduced car parking, improved town centre links and a high amount of bus and rail services within close proximity to the site.
- 5.2 The monitoring and review process will ensure the Plan remains a live document and will sustain the necessary efforts for it to reach its objectives.
- 5.3 This framework identifies that the site has excellent opportunities for residents to use existing modes of transport other than the car. The TPC will undertake the following to ensure the TP meets its objectives:
- To provide regularly updated bus and train timetable information and cycle route information;
 - To ensure the occupier is responsible for delivering a final TP;
 - Secure cycle parking will be provided or space allocated (ie gardens);
 - Establish walking and cycling buddy schemes;
 - Establish a car share database; and
 - Travel information and initiatives will be provided to all residents via a travel pack
- 5.4 Taking all of the above into account, it is considered that the proposed development not only has good access to the existing walking, cycling and public transport networks, but will also ensure that with the additional measures incorporated as part of the development residents will be encouraged to use modes of transport other than the private car.

A1. SITE LOCATION PLAN

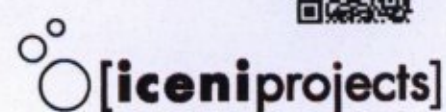
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Client	Cogent Land LLP		Project No.	11-T019	Drawing No.	15
Project	Manston Green, Ramsgate		Scale @ A4	1:12500	Date	09/10/13
Title	Site Location Plan		Drawn By	RB	Checked By	MG
					Approved By	MG
				09/10/13		09/10/13

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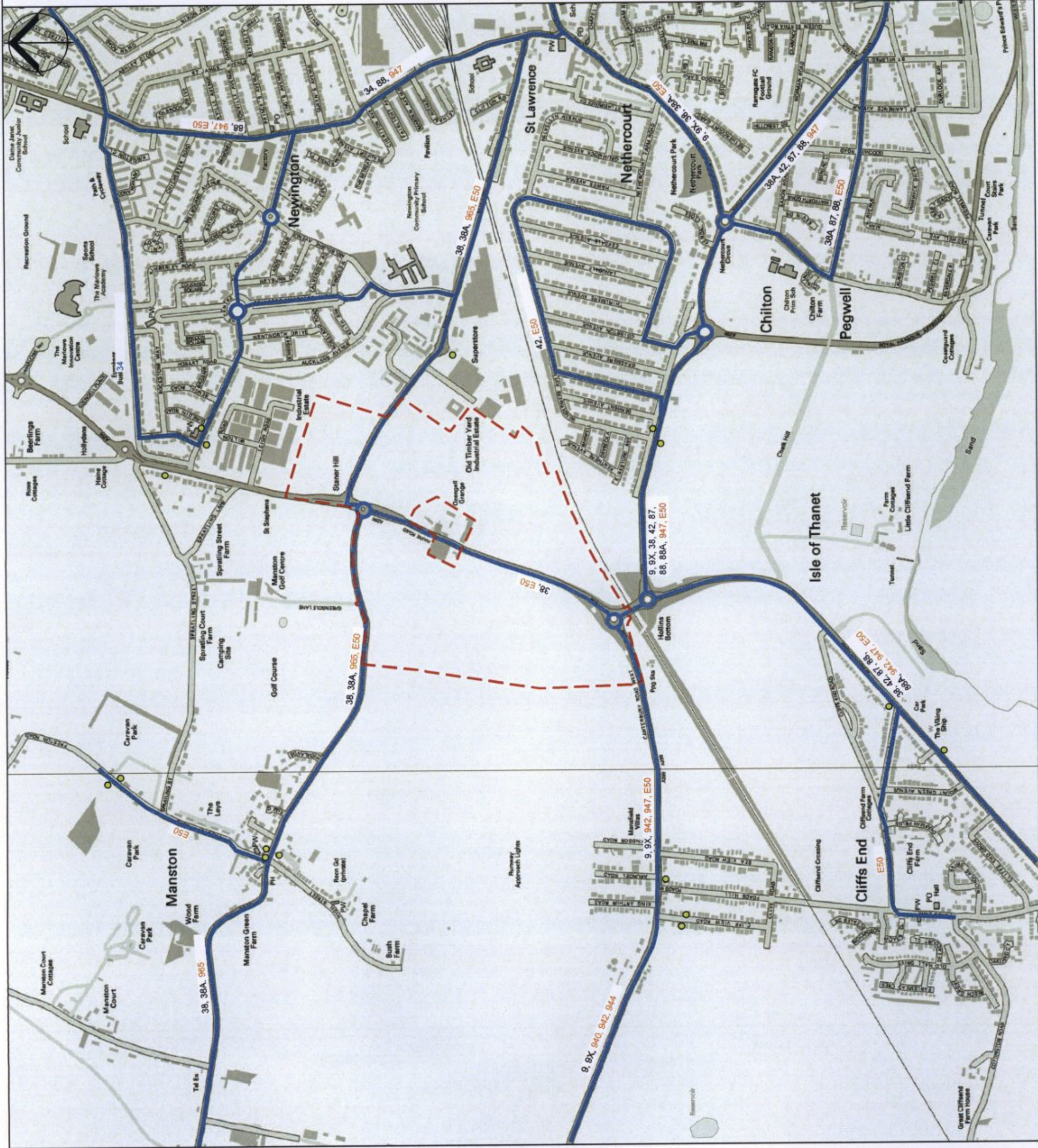


A2. BUS ROUTE PLAN

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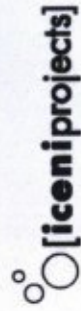
Key:

- Bus route
- Bus route number
- Bus route number (school)
- Notable bus stop
- Indicative site location



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Client

Cogent Land LLP

Project

Manston Green, Ramsgate

Title

Bus Route Plan

Drawn By	MG	Checked By	ME	Approved By	ME
Scale @ A3	NTS	Date	12/07/13	Date	12/07/13
Project No.	11-T019	Drawing No.	06	Rev.	-

Notes: Project No. 11-T019 Drawing No. 06 Rev. -

A3. CYCLE ROUTE PLAN



- Legend**
- Signed on road cycle route (one way)
 - Traffic free cycle route
 - Includes footways, restricted byways and byways open to traffic and may be surfaced and may only be available for mountain bikes
 - Viking Coastal Trail on road
 - Viking Coastal Trail traffic free
 - Advisory cycle route
 - Footpath walkers only
 - School
 - Place of interest
 - Hospital
 - Museum
 - Library
 - Tourist crossing
 - Pedestrian crossing
 - Cycle parking
 - Bike shop
 - Bus stop
 - Railway station
 - Level crossing
 - Car parking
 - Toilet
 - Regional Cycle Network route number
 - Ordnance Survey Licence number 100019238



Notes:
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Key:

- Signed on-road cycle route
- Traffic free cycle route
- Viking Coastal Trail on-road
- Viking Coastal Trail traffic-free
- Advisory cycle route
- Indicative site location



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Client

Cogent Land LLP

Project

Manston Green, Ramsgate

Title


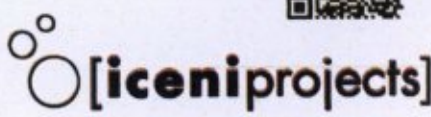
Cycle Route Plan

Drawn By	MG	Checked By	ME	Approved By	ME
Scale @ A3	NTS		12/07/13		12/07/13
Project No.	11-T019		Date	12/07/13	Rev.
					04

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Client	Cogent Land LLP	Project No.	11-T019	Drawing No.	19	Iceni Projects Limited Flitcroft House 114-116 Charing Cross Road London, WC2H 0JR T +44 (0)20 3640 8508 F +44 (0)20 3435 4228 mail@iceniprojects.com	 
Project	Manston Green, Ramsgate	Scale @ A4	NTS	Date	10/01/2014		
Title	Cycle Catchment Plan	Drawn By	RB	Checked By	MG	Approved By	ME
				10/01/2014	10/01/2014		

A4. EXAMPLE TRAVEL QUESTIONNAIRE

Travel Questionnaire

We are undertaking this survey in order to understand the travel behaviour to and from the site. We would be grateful if you could complete the following questionnaire in order that we can ascertain how people travel to the site. Your answers will be treated in confidence and will not be disclosed to third parties. The purpose of this survey is to assist in future planning and as such, your answers are very important to us.

1. Your postcode
2. Do you have access to a car? ☐ Yes ☐ No
3. Do you have a full driving licence? ☐ Yes ☐ No
4. How do you normally travel to the site? (Tick one box only)
☐ Car driver (where do you park?.....)
☐ Car passenger (where do they park?.....)
☐ Dropped off by car driver ☐ Bus (which route(s).....)
☐ Walk ☐ Bicycle
☐ Train ☐ Underground
☐ Motorcycle ☐ Other (.....)

If you do not drive to the site, please ignore the remaining questions.

5. If you currently drive to the site, could you in theory use any of the following options instead? (Tick all that apply)

- | | | |
|---|------------------------------------|------------------------------|
| <input type="checkbox"/> Walk | <input type="checkbox"/> Cycle | <input type="checkbox"/> Bus |
| <input type="checkbox"/> Train | <input type="checkbox"/> Car-share | |
| <input type="checkbox"/> None of these (if this is the case, please do not answer any more questions) | | |

The questions continue on the other side of this page

6. Would you be prepared to travel using any of the options that are potentially available?

☐ Yes

☐ No (Please give reasons - tick all that apply)

☐ Distance from the site

☐ Cost

☐ Inconvenience

☐ Personal security

☐ Lack of pedestrian routes

☐ Lack of cycle routes

☐ Frequency of public transport

☐ Medical

☐ Other

7. What would encourage you to use other modes of transport to get to the site? (Tick all appropriate)

☐ Improved cycle routes

☐ Improvements to bus services

☐ Improved cycle storage

☐ Improved pedestrian routes

☐ Walking buddy scheme

☐ Improved facilities at the site
(showers/lockers)

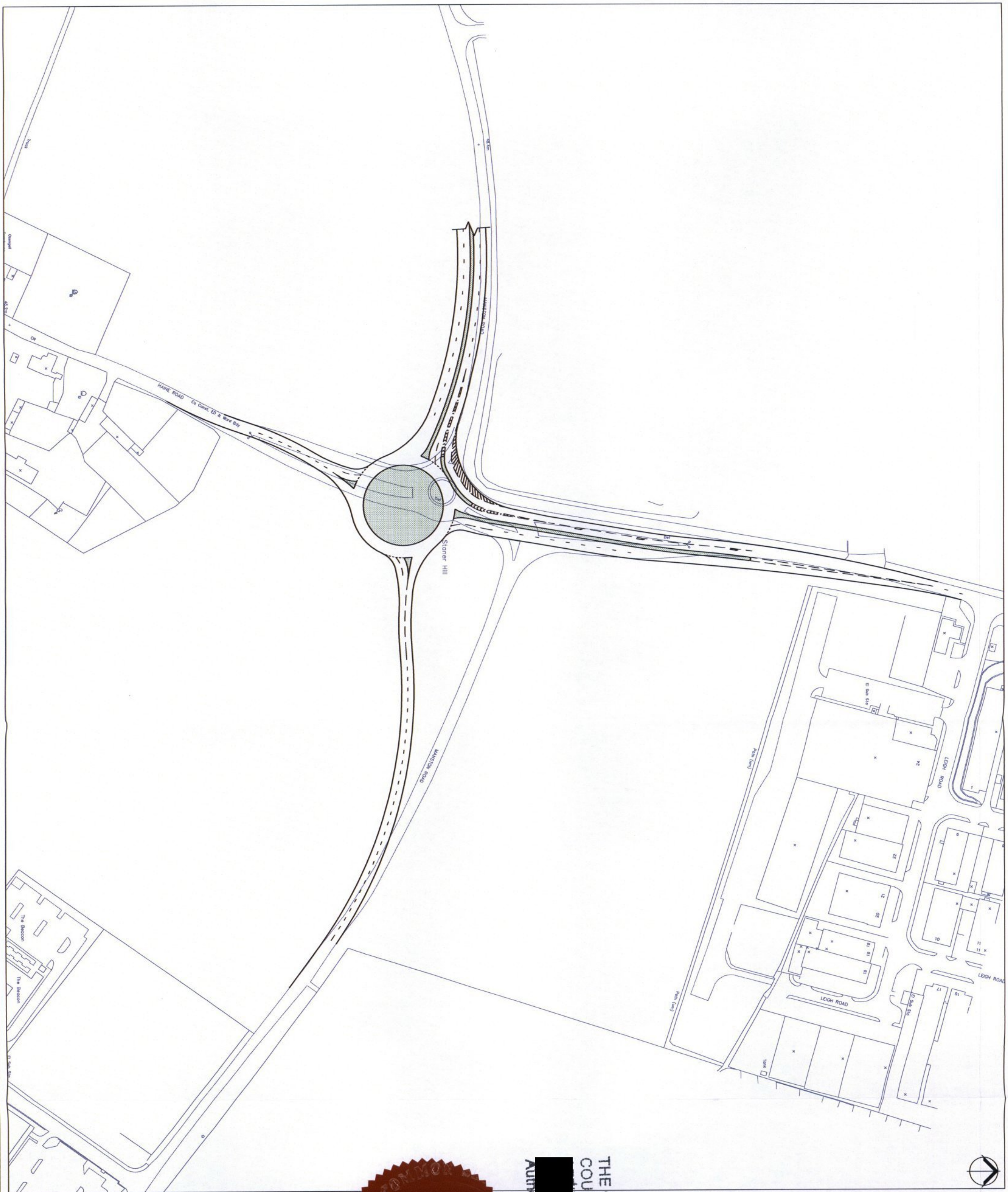
☐ Other

Thank you for completing this questionnaire.

Please return the completed form to [insert name of relevant person]

Please note: Icen Projects Limited take no responsibility for any actions arising from the use, or implementation, of this travel questionnaire

Notes
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THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREunto
put in the PRESENCE OF:-
Authorised Signatory



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114-116 Charing Cross Road
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mail@icenprojects.com



Client
Cogent Land LLP

Project
Ozenigall, Ramsgate

Title
Proposed Stanner Hill Roundabout

Drawn By	MG	Checked By	ME	Approved By	CB
Scale @ A1	1:1000	Date	20/08/2015	20/08/2015	
Project No	11-1019	Drawing No	29	Rev	-

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THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
PLACED IN THE PRESENCE OF:-

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icenprojects

Cogent Land LLP

Ozenigall, Ramsgate

Proposed Link Road

Drawn By MG
Checked By ME
Approved By CB
Scale @ A1 20/08/2015 20/08/2015

Project No. 11-1019
Drawing No. 27
Rev. -

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General Site Transfer Terms

1. The developer/landowner to provide a formal site investigation report by a competent registered expert confirming that the land prior to transfer is free from the following:
 - contamination (including radiation),
 - protected species
 - ordnance
 - rubbish (including broken glass)
 - any adverse ground and soil conditions
 - occupation
2. The County Council to be granted a Licence for access onto the site, prior to transfer for the purpose of surveying and carrying out technical investigations.
3. The site and any associated areas i.e. playing fields are fit for purpose, above flood plain level, adequately drained and close to public transport.
4. The site to be provided to KCC level, if works are required to do so then they shall be undertaken by the owner and to an agreed specification and form of works.
5. The site to be clearly pegged out on site to the satisfaction of the delegated representative of KCC's Head of Property, and fenced with GIS co-ordinates prior to completion of the transfer.
6. The site to be with full title guarantee and with vacant possession subject to the entries nos. 1 and 2 in the charges register of title number K915856 but otherwise free from encumbrances with no onerous covenants.
7. Prior to site transfer the developer/landowner is to provide, at their own cost and subject to KCC approval suitable free and uninterrupted construction access to a suitable location on the site boundary. Haul roads should be constructed, at no cost to KCC, and maintained to a standard capable of accommodating HGV's and other construction traffic.
8. Prior to the site transfer (and subject to receipt of all relevant information relating to capacity) the developer/landowner is to provide, at their own cost and subject to KCC approval adopted services and utilities 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. Utilities to include, fresh water, foul, surface water (except were dealt with via soakaways), gas, electricity and telecommunications. Necessary statutory undertakers' plant (such

as electricity sub-stations or transfer stations) shall be located outside of the site boundary and KCC shall not be liable for any costs (including legal costs) associated with the installation and commissioning of such plant.

9. The owner to provide KCC with full surface water drainage rights to allow discharge of all surface water from the school site into the owner's infrastructure without the requirement for storage tanks.
10. The developer/landowner is to provide temporary electricity and water supplies to the site from the start of construction if formal permanent utilities are not yet present.
11. The owner is to use reasonable endeavours to divert any statutory undertakers, plant, including sewers and pipes, which may be present at the time of the transfer and which would prevent the user of the land for the construction of a school.
12. Prior to the use of the site for its intended purpose i.e. a school, an adopted highway (or highway capable of being adopted), which is suitable for the intended use of the site is 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 is subject to approval by KCC.
13. No mobile phone masts, overhead cables etc within 250m of a school site and within the development. Where possible the developer/landowner to impose a covenant that none will be erected within this distance of any site boundary.
14. Rights to enter so much of the adjoining land within the ownership of the Developer 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.
15. The landowner to be responsible for the County Council's legal costs and surveyor's fees together with administrative costs incurred during negotiations and in completing the Section 106 Agreement (subject to the terms thereof), taking transfer of the land including Land Registry costs, the granting of any easements/licences, or any other documentation and any Project Management agreements.
16. Plan of the site to a scale of 1:1250 to be supplied 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. GPS Coordinates are to be marked on the plan.
17. Adjoining uses should not cause interference, conflict or be inappropriate in any way to the use of the site i.e. the curriculum delivery for schools. This also includes adverse conditions disruption and inconvenience by noise, dust, fumes, traffic circulation, artificial lighting etc.

Highway Works		
Phase 1 Highway Works	Phase 2 Highway Works	Phase 3 Highway Works
<ul style="list-style-type: none"> • Haul Road connection to Manston Road. • S278 agreement(s) for junction(s) off Haine Road / Manston Road as required to serve development. • Provide S38 road access to school frontage. • Provide combined pedestrian / cycleway on east side of Haine Road south to link with Lord of the Manor roundabout. • Internal streets as required to serve all residential development. • Provide S38 road access to school frontage and link with Haine Road. 	<ul style="list-style-type: none"> • S278 agreement(s) for junction(s) off Haine Road / Manston Road as required to serve development. • Internal streets as required to serve all residential development. 	<ul style="list-style-type: none"> • S278 agreement(s) for junction(s) off Haine Road / Manston Road as required to serve development. • Internal streets as required to serve all residential development. • Provide combined pedestrian / cycleway and horse riding route alongside new Manston Green Link Road, • Undertake downgrade of Haine Road, including Bus gate and enhanced landscape setting

Thanet District Council

Notification of Grant of Permission to Develop Land
TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE)
(ENGLAND) ORDER 2015



To:

Cogent Land LLP
C/O Stratland Management Ltd
33 Margaret Street
London
W1G 0JD

OL/TH/14/0050

TAKE NOTICE that **THANET DISTRICT COUNCIL**, the District Planning Authority under the Town and Country Planning Acts, has **granted permission** for:

PROPOSAL: Application for outline planning permission including access for the erection of 785 dwellings, highways infrastructure works (including single carriageway link road), primary school, small scale retail unit, community hall, public openspace
LOCATION: Land East And West Of, Haine Road, Ramsgate

In coming to this decision regard has been had to the following policies:
Thanet Local Plan Policies:

CC1	Development in the Countryside
CC2	Landscape Character Areas
H1	Residential Development Sites
H4	Windfall Sites
H8	Size and Type of Housing
H14	Affordable Housing Negotiations
TC1	New Retail Development
TR3	Provision of Transport Infrastructure
TR15	Green Travel Plans
TR16	Car Parking Provision
D1	Design Principles
D2	Landscaping
HE11	Archaeological Assessment
HE12	Archaeological Sites and Preservation
SR4	Provision of New Sports Facilities

SR5	Play Space
EP5	Local Air Quality Monitoring
EP7	Aircraft Noise
EP8	Aircraft Noise and Residential
EP9	Light Pollution
EP13	Groundwater Protection Zones
CF1	Community Facilities
CF2	Development Contributions

The application was processed having regards to the National Planning Policy Framework, which requires that where there are potential solutions to problems arising in relation to dealing with planning applications, the Council will work with applicants in a positive and proactive manner to seek solutions to those problems.

The permission is SUBJECT TO the conditions specified hereunder:

- 1 Approval of the details of the layout, scale, appearance of any buildings to be erected and the landscaping (hereinafter called 'the reserved matters') for each phase of the development shall be obtained from the Local Planning Authority in writing before the relevant phase of the development is commenced. The phase shall thereafter be developed in accordance with the approved details.

REASON:

As no such details have been submitted in respect of these matters as the application is in outline. In accordance with Section 92 of the Town and Country Planning Act 1990.

- 2 Any application for approval of the reserved matters for the first phase of the development shall be made in writing (and accompanied by sufficient plans and particulars as specified in condition 4) to the Local Planning Authority before the expiration of 3 years from the date of this permission. Any application for approval of the reserved matters for any remaining phases shall be made to the Local Planning Authority before the expiration of 5 years from the date of this permission.

REASON:

In accordance with Section 92 of the Town and Country Planning Act 1990.

- 3 Each phase of the development shall be begun within two years of the date of approval of the final reserved matters to be approved for that phase.

REASON:

In accordance with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

- 4 The reserved matters submitted in accordance with Condition 1 in respect of each phase shall include the following details in respect of that phase to the extent that they are relevant to the reserved matters application in question:-

A. Layout

- i. the layout of routes, buildings and spaces;
- ii. the block form and organisation of all buildings;
- iii. the locations and plan form of non-residential buildings;
- iv. the distribution of market and affordable dwellings within that phase including a schedule of dwelling size (by number of bedrooms and floorspace);
- v. the location of dwellings designed to seek to meet the Local Planning Authority's Lifetime Homes guidance;
- vi. full details of the approach to vehicle parking including the location and layout of visitor parking and parking for people with disabilities for each building type together with details of the design approach for access points into, and the ventilation of, any undercroft parking;
- vii. full details of the approach to cycle parking including the location, distribution, types of rack, spacing and any secure or non-secure structures associated with the storage of cycles and the location and form of open areas.
- viii. the extent and layout of public open spaces and play space within the phase.

B. Scale and Appearance

Scale, form and appearance of the architecture within each phase, including frontage design and public/private realm definition and boundary treatments

C. Landscaping

The landscape design and specification of hard and soft landscape works within each phase, including detailed surveys of all trees, shrubs and hedges in that phase, giving details of all trees having a trunk diameter of 75mm or more to include species type, spread of crown, height, diameter of trunk and condition assessment, details of existing trees, shrubs and hedges to be retained and details of new trees, shrubs, hedges and grassed areas to be planted, together with details of the species and method of planting to be adopted, details of walls, fences, other means of enclosure proposed. Any such details shall be accompanied by the Landscape Management Plan and Open Space Specification for that phase to be approved under conditions 7 and 8.

Each phase of the development shall be constructed and laid out in accordance with those details submitted to and approved in writing by the Local Planning Authority.

REASON:

In the interests of achieving sustainable development, in accordance with Thanet Local Plan Policy D1, and the principles within the National Planning Policy Framework.

- 5 Any reserved matters applications submitted pursuant to this outline application shall accord within the principles and parameters of the following Parameter Plans received by the Local Planning Authority on 26th May 2015 (including any text set out on those Plans to illustrate the development principles): -

- 011 - Land Use and Amount
- 012 - Scale
- 013 - Landscape
- 014 - Movement
- 029 - Staner Hill Junction improvements

REASON:

For the avoidance of doubt, so as to ensure that any development is in accordance with and within the parameters of that assessed by the Local Planning Authority for the purposes of the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 and in the interests of achieving sustainable development, in accordance

with Thanet Local Plan Policy D1, and the principles within the National Planning Policy Framework.

- 6 The phasing of the development shall not be carried out otherwise than in accordance with the approved phasing plan (drawing number s106-007 Rev T) subject to any revisions to the approved phasing plan submitted and approved in writing by the Local Planning Authority pursuant to this condition. This condition does not prevent the construction periods of any phase running concurrently with other phases.

REASON:

To secure the programming and phasing of, and an orderly pattern to the development in accordance with the phasing arrangements that have been assessed.

- 7 No phase of the development shall be commenced unless and until an Open Space Specification for the phase has been submitted to and approved in writing by the Local Planning Authority. The Open Space Specification shall:
- i. identify the location and extent of the main areas of formal and informal open space to be provided which shall accord with the details submitted under condition 1;
 - ii. outline the local play space to be provided, the proposed distribution of play areas and a detailed specification for any equipped play areas to be provided. Such play space shall be provided at a rate of at least 0.7 hectares per 1000 population (criteria as stated in Thanet Local Plan 2006 Policy SR5) of which at least 36% shall be equipped play area in accordance with the Local Planning Authority's Supplementary Planning Document "Planning Obligations and Developer Contributions - April 2010";
 - iii. identify how the relevant areas of public open space and play areas are to be laid out, paved, planted or equipped; and
 - iv. include the proposed programme for delivery of all landscaped, open space and play space in the phase linked to the occupation of dwellings within the phase. The proposed programme shall ensure that (where applicable in relation to the plans submitted in accordance with condition 1) at least one area of open space and at least one area of local play space/equipped play area within the phase are provided and available for use prior to the occupation of any dwellings in the phase.

The landscaped areas, open space and play space in that phase shall be laid out and implemented in accordance with the agreed timetable and shall be permanently retained thereafter in accordance with the approved Open Space Specification for that phase and used for and made available for public amenity and play space purposes only.

REASON:

In the interests of the visual amenities of the area and to adequately integrate the development into the environment, and provide local play space, in accordance with Policies D1, D2 and SR5 of the Thanet Local Plan, and guidance within the National Planning Policy Framework.

- 8 No phase of the development shall be commenced unless and until a Landscape Management Plan for the phase in question has first been submitted to and approved in writing by the Local Planning Authority for all landscaped, open space and play areas identified in the Open Space Specification for the phase which shall include long term design objectives, details of who is to have ongoing management responsibilities for the area and how those arrangements will be secured in perpetuity and annual maintenance schedules for all landscaped, open space and play areas within the phase.

The approved Landscape Management Plan for each phase shall be implemented and adhered to as approved subject to any minor revisions thereto as may be approved in writing by the Local Planning Authority. The public open spaces in that phase shall be

permanently retained and maintained thereafter in accordance with the approved Landscape Management Plan for that phase and used for and made available as public open space for public amenity purposes only.

REASON:

In the interests of the visual amenities of the area and to adequately integrate the development into the environment, and provide local play space, in accordance with Policies D1, D2 and SR5 of the Thanet Local Plan and guidance within the National Planning Policy Framework.

- 9 No development shall take place until the applicant, or their agents or successors in title, has submitted to and obtained the approval of the Local Planning Authority to a site wide scheme, specification and programme of archaeological field evaluation works identifying the works associated with each phase of the development.

9b Thereafter, no development shall take place on each phase of the development unless or until the applicant or their agents or successors in title has secured the implementation in accordance with details approved pursuant to 9a above of:

- a. any archaeological field evaluation works for the phase in accordance with a specification and written timetable which has first been submitted to and approved in writing by the Local Planning Authority; and
- b. following on from the evaluation, and to the extent that the work carried out pursuant to 9b(a) identifies archaeological deposits, any safeguarding measures to ensure preservation in situ of important archaeological remains and/or further archaeological investigation and recording in respect of that phase including arranging for the development archive to be deposited in a suitable museum or similar repository in accordance with a specification and timetable which has been submitted to and approved in writing by the Local Planning Authority.

REASON:

To ensure that due regard is had to the preservation in situ of important archaeological remains in accordance with advice in the National Planning Policy Framework.

- 10 No development shall take place on each phase of the development until temporary fencing has been erected in a manner to be agreed with the Local Planning Authority, around the archaeologically sensitive zones (if any) within that phase as identified pursuant to the evaluation carried out per 9b above which (if required pursuant to the approved scheme) shall be followed by a long term demarcation of the archaeologically sensitive area in accordance with details and a timetable agreed with the Local Planning Authority. The temporary fencing in a phase shall be retained for the duration of the construction works in that phase. No works shall take place within the area inside the fencing without the consent of the Local Planning Authority.

REASON:

To ensure that due regard is had to the preservation in situ of important archaeological remains in accordance with Thanet Local Plan Policy HE12 and the advice contained within the National Planning Policy Framework.

- 11 Not to occupy or permit occupation of the first dwelling constructed pursuant to this planning permission unless and until the applicant or their agents or successors in title has submitted and obtained the approval of the Local Planning Authority to a written Heritage Management Plan containing a programme of heritage enhancement and interpretation measures with and a timetable for their implementation. Thereafter, the programme of

heritage enhancement and interpretation measures shall be implemented as approved and in accordance with the timetable approved.

REASON:

To ensure that due regard is had to the preservation of the significance of designated heritage assets in accordance with the advice contained within the National Planning Policy Framework.

- 12 No development shall take place on each phase of the development until details of the means of foul and surface water disposal for that phase have been submitted to and agreed in writing by the Local Planning Authority. Details submitted shall include a Surface Water Drainage Strategy (including an assessment of the hydrological and hydro geological context of the phase, and details of the implementation, timetable and management of Sustainable Urban Drainage Systems across the phase). The development within that phase shall not be occupied unless and until the approved scheme and strategy have been implemented. The phase shall be developed and thereafter maintained in accordance with the approved details and strategy.

REASON:

To prevent pollution in accordance with Thanet Local Plan Policy EP13 and guidance contained within the National Planning Policy Framework.

- 13 No development shall take place on each phase of the development until a surface water drainage scheme for that phase, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the phase and including details of how the scheme shall be maintained and managed after completion, which shall integrate with the Surface Water Drainage Strategy approved pursuant to condition 12 above, has been submitted to and agreed in writing by the Local Planning Authority for that phase. The development within that phase shall not be occupied unless and until the approved scheme has been implemented. The phase shall be developed and thereafter maintained in accordance with the approved details.

REASON:

To prevent the increased risk of flooding, in accordance with the National Planning Policy Framework.

- 14 No development shall take place on each phase of the development until details of the proposed water infrastructure for that phase have been submitted to, and approved in writing by, the Local Planning Authority. The development within that phase shall not be occupied unless and until the approved scheme has been implemented. The phase shall be developed and thereafter maintained in accordance with the approved details.

REASON:

To prevent pollution in accordance with Thanet Local Plan Policy EP13 and guidance contained within the National Planning Policy Framework.

- 15 Prior to the commencement of development approved by this planning permission (or such other date or stage in the development as may be agreed in writing with the Local Planning Authority) the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved in writing by the Local Planning Authority:

- a. A preliminary risk assessment which has identified:
 - All previous uses
 - Potential contaminants associated with this uses
 - A conceptual model of the site indicating sources, pathways and receptors

Potentially unacceptable risks arising from the contamination of the site.

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

REASON:

For the protection of controlled waters, the site is located over a principal aquifer and with a groundwater source protection Zones 1 and 2.

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

REASON:

To ensure that the proposed development will not cause harm to human health or pollution of the environment, in accordance with the advice contained within the National Planning Policy Framework.

- 17 If, during development, significant contamination is suspected or found to be present at the site, then any development of the phase in question shall cease until such time as this contamination has been fully assessed, an appropriate remediation scheme has been agreed with the Local Planning Authority and the approved works have been implemented so as to render harmless the identified contamination given the proposed end use of the site and surrounding environment, including controlled waters.

REASON:

To ensure that the proposed site investigation, remediation and development will not cause harm to human health or pollution of the environment, in accordance with the advice contained within the National Planning Policy Framework.

- 18 No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters.

REASON:

To prevent harm to human health and pollution of the environment, in accordance with the advice contained within the National Planning Policy Framework.

- 19 No piling or foundation designs using penetrative methods is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater.

REASON:

To prevent pollution in accordance with the National Planning Policy Framework.

- 20 There shall be no vehicular access link between Manston Road and Haine Road via phase 1 and phase 2 identified on the phasing plan.

REASON:

In the interest of highway safety.

- 21 Details pursuant to condition 1, insofar as they relate to each phase of development, shall include details of any proposed roads (and identify which roads are to be offered for adoption), footways, footpaths, verges, junctions, street lighting, sewers, drains, retaining walls, service routes, surface water outfall, vehicle overhang margins, embankments, accesses, carriageway gradients, driveway gradients and street furniture in that phase. The phase shall be laid out and constructed in accordance with those details as submitted to, and approved by, the Local Planning Authority prior to occupation of any part of the development within that phase and thereafter retained.

REASON:

In the interests of highway safety and to ensure the proper development of the site without prejudice to the amenities of the occupants.

- 22 The details submitted and approved pursuant to condition 21 (above) shall provide that access (other than emergency access) for the occupants of all dwellings to the east of Haine Road and access to the primary school shall be provided from Manston Road and there shall be no vehicular access (other than emergency access in accordance with details approved by the Local Planning Authority) to said dwellings or the school from Haine Road prior to the completion of the link road pursuant to Condition 23 unless otherwise agreed by the Local Planning Authority in consultation with the local highway authority.

REASON:

In the interest of highway safety.

- 23 The link road as shown on Drawing 11-T019-27 shall be begun prior to the commencement of phase 3. No dwellings in phase 3 of the development shall be occupied until the link road has been completed.

REASON:

In the interest of highway safety.

- 24 Details pursuant to condition 1, insofar as they relate to each phase of development, shall include details of the areas reserved for vehicle loading and unloading, vehicular parking spaces and/or garages, and manoeuvring and turning facilities in that phase, which shall be provided in accordance with standards to be agreed with the Local Planning Authority. Such facilities as approved shall be constructed and made available for use prior to the occupation of the unit for which they are provided to meet relevant parking and layout standards, and thereafter shall be retained for their approved purpose.

REASON:

In the interests of highway safety and traffic flow, in accordance with Thanet Local Plan Policy TR16.

- 25 Details pursuant to condition 1, insofar as they relate to each phase of development, shall include the provision of adequate secure covered cycle parking facilities within that phase, in accordance with standards to be agreed with the Local Planning Authority. Such facilities as approved shall be made available for use prior to the occupation of the unit for which they are provided to meet relevant parking and layout standards, and thereafter shall be retained for their approved purpose.

REASON:

In the interests of highway safety and to facilitate the use of alternative means of transport, in accordance with Thanet Local Plan Policy TR12.

- 26 Details pursuant to condition 1, insofar as they relate to each phase of development, shall include the vehicular and pedestrian sightlines for all new junctions and accesses for that phase in accordance with details and standards to be agreed with the Local Planning Authority. No dwelling or non-residential floorspace forming part of the relevant phase shall be occupied until all relevant junctions and access roads serving that dwelling or floorspace (and linking it to the adopted highway) including the approved sightlines have been provided in accordance with the approved details. They shall thereafter be retained free from obstruction.

REASON:

In the interests of highway safety.

- 27 Details pursuant to condition 1 above shall include the provision of means and routes of access for pedestrians and cyclists within each phase of the development. No building within that phase shall be occupied until all such routes and means of access within that phase serving that building are constructed and ready for use and thereafter shall be retained for their approved purpose.

REASON:

In the interests of highway safety and to facilitate the use of alternative means of transport, in accordance with Thanet Local Plan Policies TR11 and TR12.

- 28 No development shall take place on each phase of the development until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority for that phase. The approved Statement shall be adhered to throughout the construction period of that phase. The Statement shall provide for and include in respect of that phase:
- a. the parking of vehicles of site operatives and visitors.
 - b. construction vehicle loading/unloading, turning facilities and access routes/arrangements.
 - c. loading and unloading of plant and materials.
 - d. storage of plant and materials used in constructing the development.
 - e. the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate.
 - f. wheel washing facilities and their use.

g. measures to control the emission of dust and dirt during construction a scheme for recycling/disposing of waste resulting from construction works.

h. a Construction Environment Management Plan, including details of construction time, enclosures for noise emitting equipment, and siting of stationary noisy or vibrating plant equipment.

REASON:

In the interest of highway safety.

- 29 No residential dwelling or building intended to take access from any road shall be occupied until the carriageway of that road (and any other estate roads connecting that road to the adopted public highway) has been laid out and constructed up to and including at least road base level.

REASON:

In the interests of highway safety and to ensure the proper development of the site without prejudice to the amenities of the occupants.

- 30 No more than 90% of the dwellings within each phase shall be occupied until all carriageways, footways, shared surfaces, footpaths and cycleways serving that phase have been completed with final surfacing, unless the road is an identified construction route in which case the final surfacing shall be completed within 1 month following the cessation of use of that road as a construction route.

REASON:

In the interests of highway safety and to ensure the proper development of the site without prejudice to the amenities of the occupants.

- 31 Within phase 3 of the development there shall be no more than 1no. vehicular access crossing the bridleway shown marked with a dashed red line on "Parameter Plan 4 - Movement" (Drawing 014 Rev O).

REASON:

In the interest of highway safety.

- 32 All hard and soft landscape works in a phase shall be carried out in accordance with the approved Landscape Management Plan and Open Space Specification for that phase. The works shall be carried out prior to the occupation of any part of the phase of the development to which it relates, or in accordance with the programme of works agreed in writing with the Local Planning Authority pursuant to the approved Open Space Specification and approved Landscape Management Plan for that phase. Any trees or plants within a phase which within a period of 5 years from the completion of development within that phase die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of a similar size and species, unless the Local Planning Authority gives any written consent to any variation.

REASON:

In the interests of the visual amenities of the area and the interests of bio-diversity and ecological potential, and to adequately integrate the development into the environment, in accordance with Policies D1 and D2 of the Thanet Local Plan and the National Planning Policy Framework.

- 33 No development shall commence unless and until a scheme for the offsetting of bio-diversity impacts, including farmland birds, has been submitted to and agreed in writing by the Local Planning Authority. The offsetting scheme shall include:

- a. Details of the offset measures of the development;
- b. The provision of arrangements to secure the delivery of the offsetting measures (including a timetable for their delivery); and
- c. A management and monitoring plan (to include for the provision and maintenance of the offsetting measures in perpetuity).

The scheme shall be designed to offset site level biodiversity impacts or to contribute to the strategic offsetting approach currently in development through the Local Plan, and shall be implemented and maintained as agreed.

REASON:

In the interests of preserving and enhancing bio-diversity and ecological potential, and to adequately integrate the development into the environment, in accordance with Policies D1 and D2 of the Thanet Local Plan and the National Planning Policy Framework.

- 34 No phase of the development shall commence until details and samples of the materials to be used in the construction of the external surfaces of the development permitted in that phase have been submitted to, and approved in writing by, the Local Planning Authority. The phase shall be carried out using the approved materials.

REASON:

In the interests of visual amenity in accordance with Policy D1 of the Thanet Local Plan.

- 35 The construction of phases 1a, 1b, 2a, 3a and 3b as detailed on the approved phasing plan shall not commence until a scheme for protecting the development which falls within these phases from aircraft noise has been submitted to, and approved in writing by, the Local Planning Authority.

The scheme shall cover all of the development which has been identified to be impacted based upon the submitted aircraft noise contours 2033 -92 day summer LAeq(16 hour) submitted by the applicant on 2nd July 2015. Unless otherwise agreed in writing by the Local Planning Authority such a scheme must demonstrate that the guideline noise levels from Tables 5 and 6 of BS8233:1999 can be achieved. Any dwelling requiring noise protection shall not be occupied until all works which form part of the approved scheme have been completed in respect of that dwelling. The approved works shall thereafter be retained.

REASON:

In the interests of the amenities of residential dwellings in close proximity to Manston Airport and the A256 Haine Road, in accordance with National Planning Policy Framework paragraph 17.

- 36 No dwellings shall be constructed within the part of the site that falls within Noise Category C as set out within the Thanet Local Plan 2006.

REASON:

To ensure that the development result in sufficient quality of residential development without resulting in harm to the living conditions which future occupiers would expect to enjoy, in accordance with Thanet Local Plan Policies and paragraph 17 of the National Planning Policy Framework.

- 37 No less than 70% of the total number of dwellings constructed pursuant to this planning permission shall be dwellings of two or more bedrooms.

REASON:

To ensure the provision of a mix of house sizes and types to meet a range of community needs, in accordance with Policy H8 of the Thanet Local Plan.

- 38 The development shall provide for not more than 785 dwellings and the gross floor space provision across the development for other purposes shall not exceed that stated below:

Primary School - 2,000sqm
Community Hall - 500sqm
A1 (retail) unit - 200sqm

REASON:

In the interests of certainty as to what is permitted as so as to ensure that the development as constructed falls within the parameters of the application.

- 39 Each phase of the development approved shall not commence until the identification in that phase of a minimum of 15% of housing to lifetime home and wheelchair standards and the specification of such dwellings has been submitted to and approved in writing by the Local Planning Authority. Each phase shall be developed so that the identified dwellings are provided in accordance with the approved details and specification.

REASON:

To meet the housing needs of the community in accordance with Policy H8 of the Thanet Local Plan 2006.

INFORMATIVES

- 1 It is the responsibility of the applicant to ensure, prior to the commencement of the development hereby approved, that all necessary highway approvals and consents where required are obtained and that the limits of highway boundary are clearly established in order to avoid any enforcement action being by the Highway Authority. The applicant must also ensure that the details shown on the approved plans agree in every aspect with those approved under such legislation and common law. It is therefore important for the applicant to contact KCC Highway and Transportation to progress this aspect of the works prior to commencement on site
- 2 A formal application to requisition water infrastructure is required in order to service this development. Please contact Southern Water's Network Development Team (Wastewater) based at Atkins Ltd, Anglo St James House, 39a Southgate Street, Winchester, SO23 9EH (tel 01962 858688) or www.southernwater.co.uk
- 3 For the avoidance of doubt, any reference to a phase within the planning conditions on this planning permission shall mean a phase shown and defined on the approved phasing plan for the purposes of Condition 6.

Dated: 20 April 2016
Thanet District Council
P.O Box 9
Cecil Street
Margate
Kent CT9 1XZ

Signed

IN WITNESS whereof the Parties have executed this Deed on the day and year first before written.

Executed as a Deed by)
COGENT LAND LLP)
in the presence of:)

sign here: [Redacted]
print name
Director [Redacted]
sign here: [Redacted]
print name
Director/Secretary [Redacted]

11238

Executed as a Deed by)
THANET DISTRICT COUNCIL)
whose Common Seal was hereinto)
affixed in the presence of:)

[Redacted]
sign here
title of
Head [Redacted]
print name [Redacted]



~~Executed as a Deed by
THE KENT COUNTY COUNCIL
whose Common Seal was hereinto
affixed in the presence of:~~

~~)
)
)
)~~

~~sign here:~~

~~title of authorised signatory~~

~~print name:~~

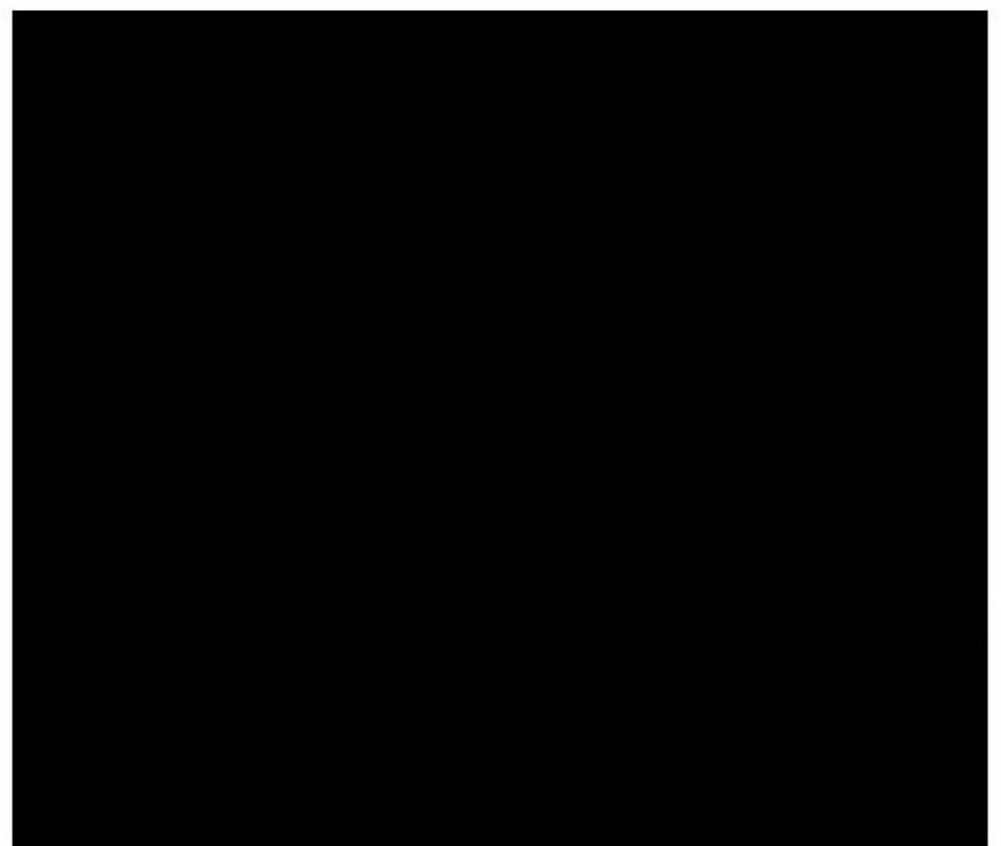
~~sign here:~~

~~title of authorised signatory~~

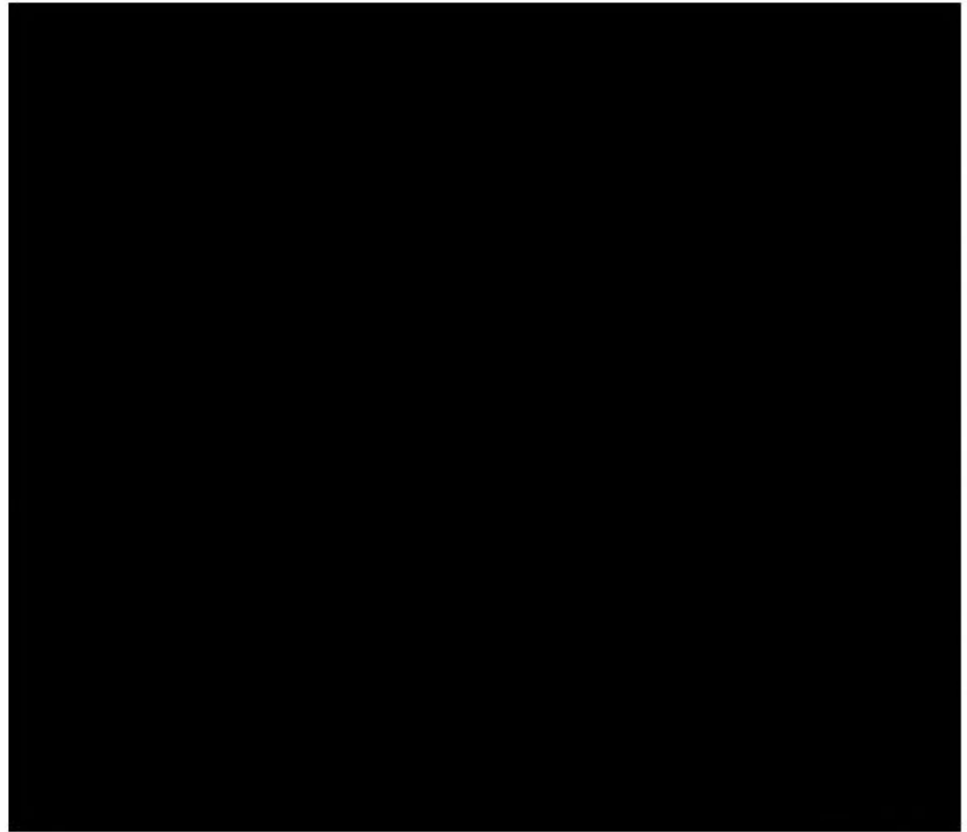
~~print name:~~

Executed as a Deed by
DAVID STEED as Trustee of The
NH Steed Settlement
in the presence of:

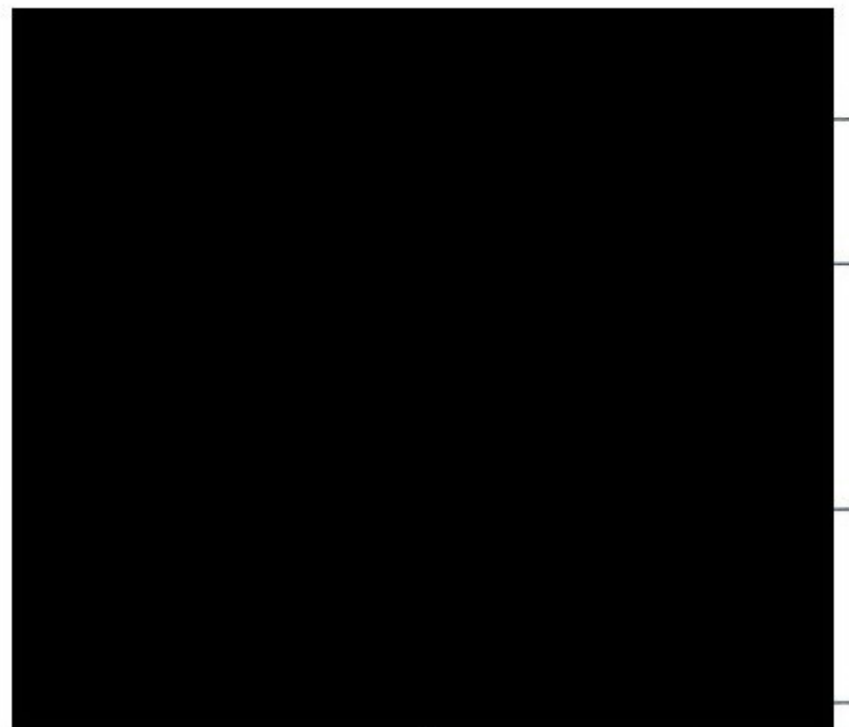
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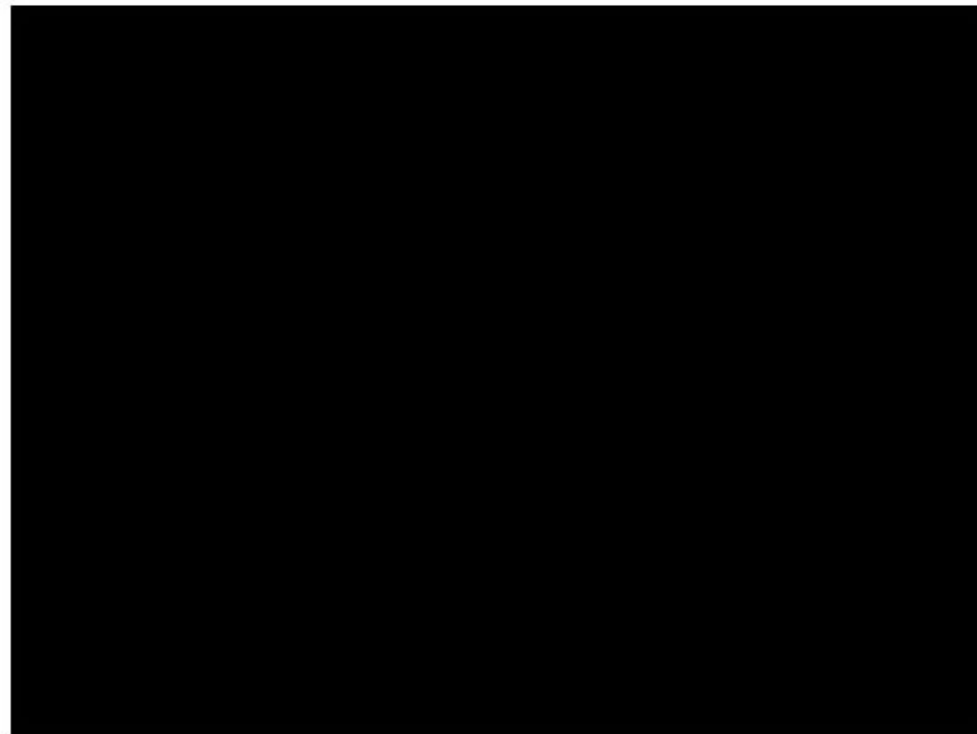
Executed as a Deed by)
MARTIN ALLEN as Trustee of The)
NH Steed Settlement)
in the presence of:



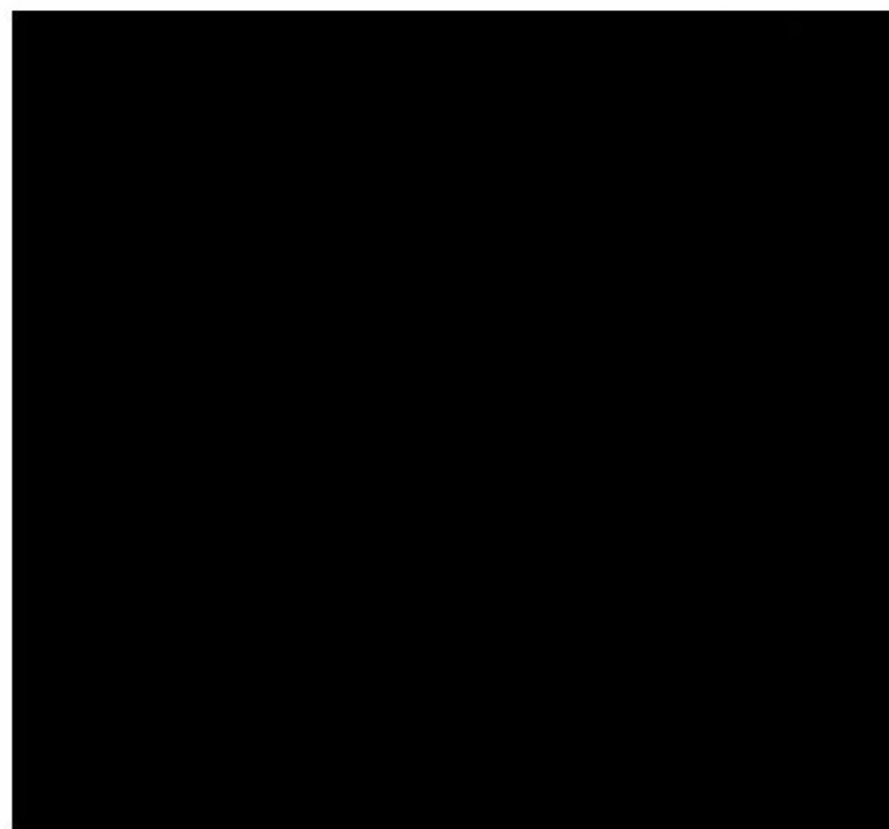
Executed as a Deed by)
MICHAEL KARL REMANE DYER)
as Trustee of The NH)
Steed Settlement)
in the presence of:



Executed as a Deed by)
JOHN ROBERT KENNEDY)
BROWNE as Trustee of The NH)
Steed Settlement
in the presence of:

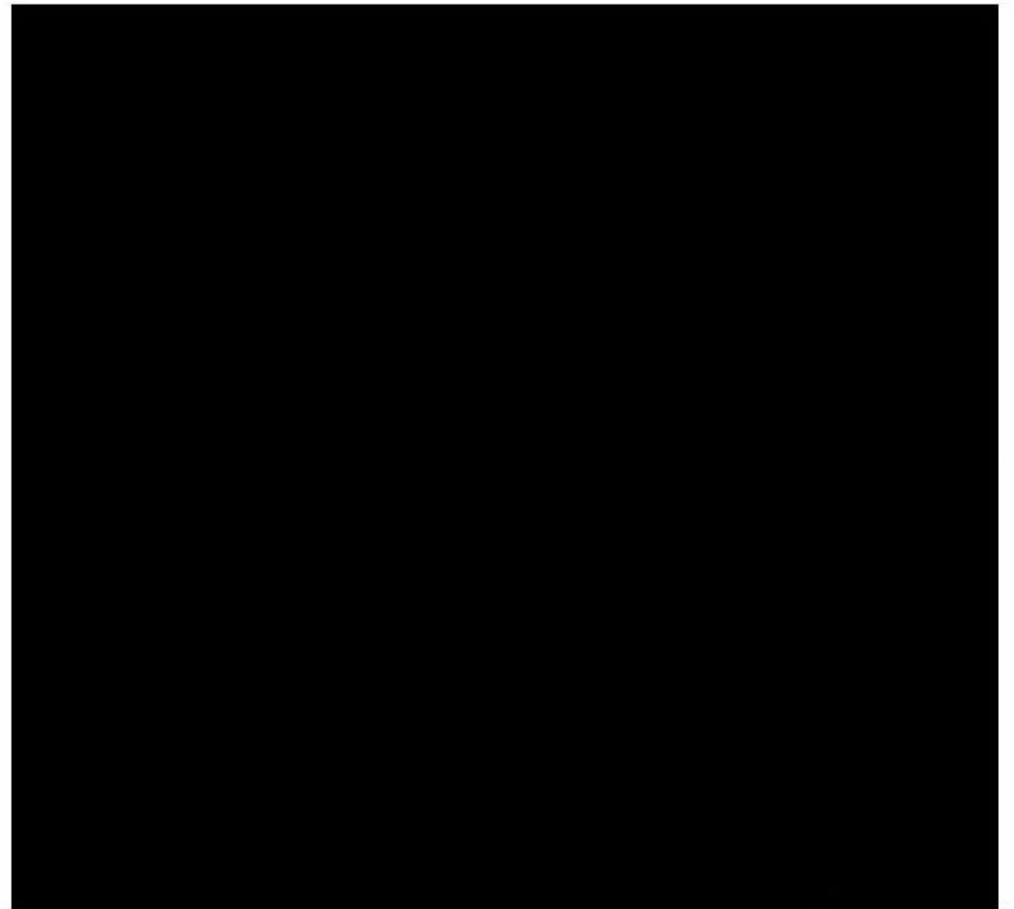


Executed as a Deed by)
EDWINA RUTH IRENA STEED)
in the presence of:)



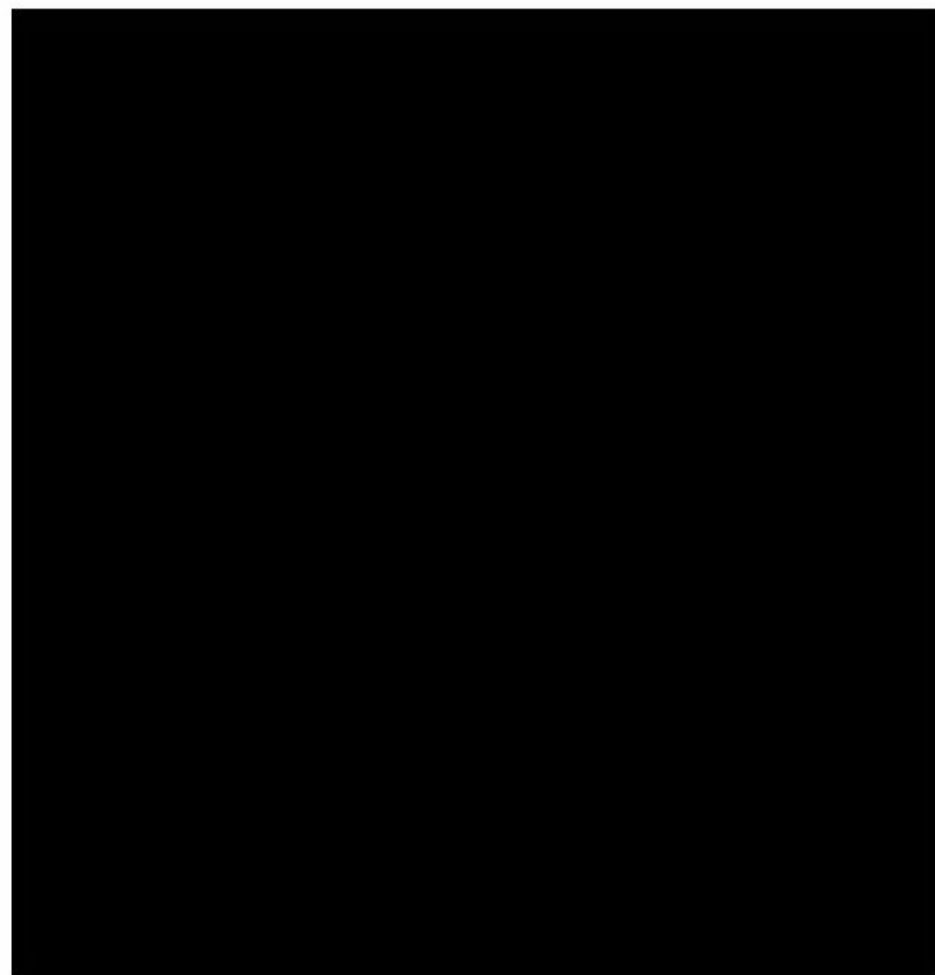
Executed as a Deed by
DAVID STEED (as Second Owner)
in the presence of:

)
)
)



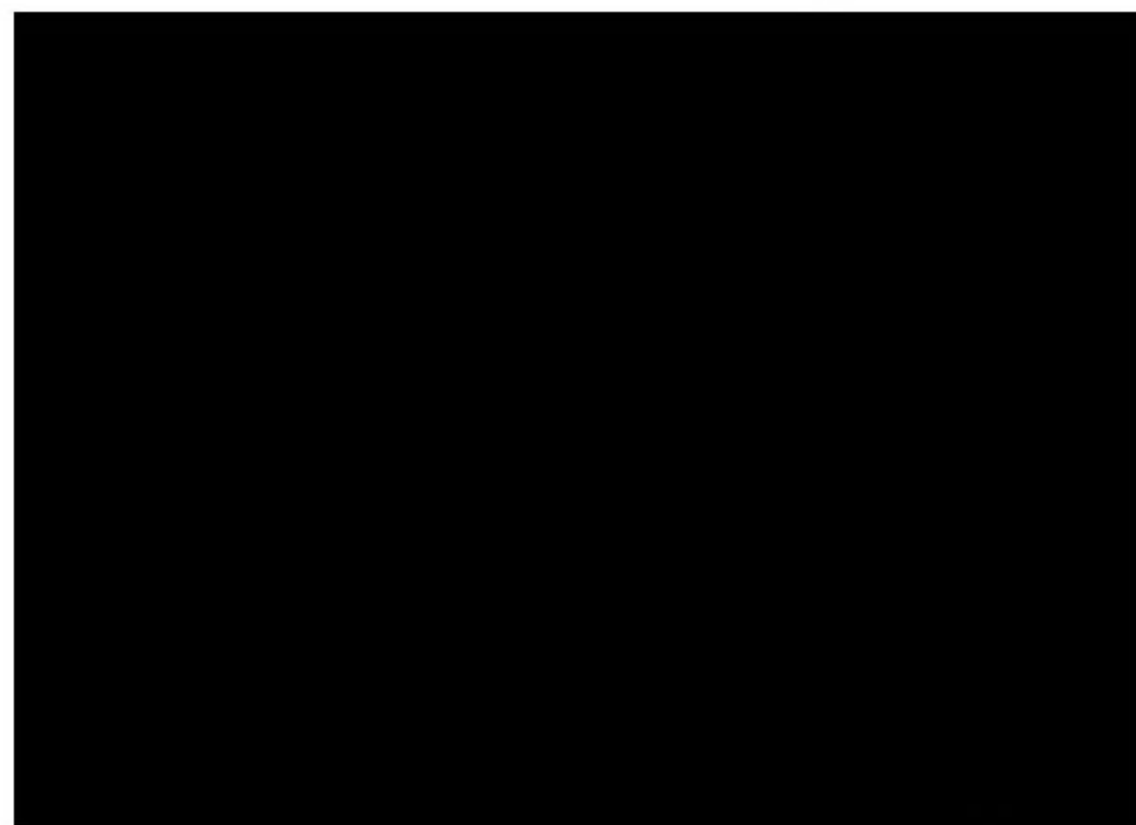
Executed as a Deed by
DAVID STEED (as Fourth Owner)
in the presence of:

)
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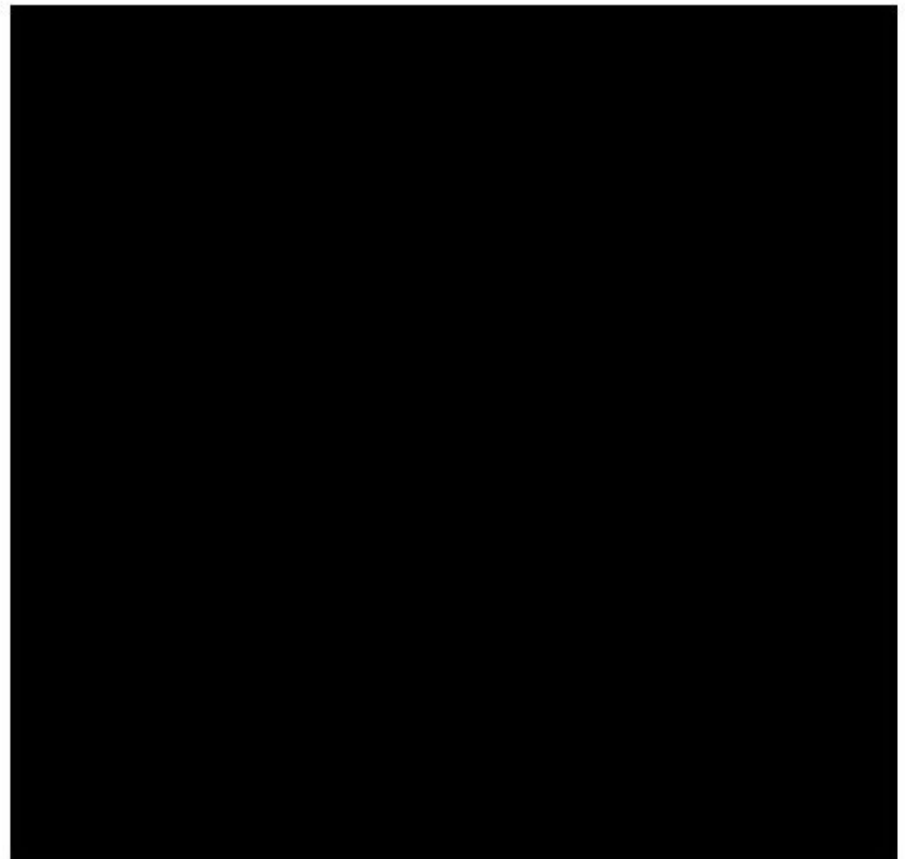


Executed as a Deed by
MARTIN ALLEN as Trustee of The
Norman Steed Farm Land Trust
in the presence of:

)
)
)



Executed as a Deed by)
MICHAEL KARL REMANE DYER)
as Trustee of The Norman Steed)
Farm Land Trust
in the presence of:



Executed as a Deed by)
JOHN ROBERT KENNEDY)
BROWNE as Trustee of The)
Norman Steed Farm Land Trust
in the presence of:

