

DATED

2025

WEALDEN DISTRICT COUNCIL (1)

-and-

PETER JOHN BERRY (2)

-and-

PETER JOHN BERRY and KATHLEEN BERRY (3)

-and-

CROUDACE HOMES LIMITED (4)

**PLANNING OBLIGATION BY
DEED OF AGREEMENT**

**pursuant to Section 106 of
the Town and Country Planning Act 1990 as amended
relating to the development of
Land at Bird in Eye Farm, South of Bird in Eye Hill,
Framfield, East Sussex TN22 5HA
Planning Application Ref: WD/2024/1799/MAO
Appeal Ref: APP/C1435/W/24/3356658**

PLANNING OBLIGATION BY DEED OF AGREEMENT

THIS DEED OF AGREEMENT is dated the day of

2025

BETWEEN:

- (1) **WEALDEN DISTRICT COUNCIL** of the Council Offices, Vicarage Lane, Hailsham East Sussex, BN27 2AX (“**the Council**”); and
- (2) **PETER JOHN BERRY** of Lyecroft, Bird in Eye Farm, Uckfield, East Sussex, TN22 5HA (“**the First Owner**”); and
- (3) **PETER JOHN BERRY and KATHLEEN BERRY** of Lyecroft, Bird in Eye Farm, Bird in Eye Hill, Framfield, Uckfield, TN22 5HA (“**the Second Owner**”); and
- (4) **CROUDACE HOMES LIMITED** (Company Registration Number 00813521) whose registered office is at Croudace House, Caterham, Surrey, CR3 6XQ (“**the Developer**”).

INTRODUCTION:

- (A) The First Owner has the freehold interest in that part of the S106 Site registered at the Land Registry under Title Numbers ESX343900 and ESX191204.
- (B) The Second Owner has the freehold interest in that part of the S106 Site registered at the Land Registry under Title Numbers ESX236072, ESX190405 and ESX236071.
- (C) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the S106 Site is situated.
- (D) The County Council is the county planning authority and a local authority under the Local Government Act 1972 and a highway authority for the purposes of the 1980 Act for the area in which the S106 Site is situated.
- (E) The Developer has the benefit of an option agreement to purchase the S106 Site following the grant of planning permission.
- (F) The Developer has made the Application to the Council and has submitted the Appeal to the Secretary of State.

- (G) The Owners, the Developer and the Council have agreed to enter into this Deed to secure the planning obligations set out herein in the event that the Planning Permission is granted pursuant to the Appeal.
- (H) It is intended that the SANG Land is to be used as Suitable Alternative Natural Greenspace in accordance with the terms of this Deed.
- (I) It is intended that the Ancient Woodland Areas are to be regenerated and managed in accordance with the terms of this Deed. In order to ensure that the obligations of Schedule 5 in this Deed attach to the Woodland Strip, the Owners have agreed to enter into a Supplemental Section 106 Agreement prior to Commencement of Development.
- (J) The Owners and the Developer are agreeable as hereinafter provided for their respective interests in the S106 Site to be bound by the relevant provisions of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

- 1.1 For the purposes of this Deed the following expressions shall have the following meanings:

“1980 Act” means the Highways Act 1980 (as amended).

“1990 Act” means the Town & Country Planning Act 1990.

“Affordable Housing” means housing for Social Rent, Affordable Rent and Shared Ownership, provided to eligible households whose needs are not met by the market. Affordable Housing should:-

- (a) meet the needs of eligible households including availability at a cost low enough for them to afford determined with regard to local incomes and local house prices; and
- (b) include provision for the home to remain at an affordable price for future eligible households or, if these restrictions are lifted, for any Subsidy to be recycled for alternative affordable housing provision subject to any such recycling of the Subsidy being in accordance with the requirements of Homes England.

“Affordable Housing Land” means that part or parts of the S106 Site upon which the Affordable Housing Units are to be constructed together with any ancillary or associated land.

“Affordable Housing Scheme” means a scheme (including plans, details and specifications) to be submitted to and approved by the Council which specifies in relation to the whole of the Development:

- (a) the number, type (including number of bedrooms), tenure and location on the Development of the Affordable Housing Units and Affordable Housing Land which shall be determined having regard to the identified housing needs within Wealden District and the Affordable Housing Tenure Mix;
- (b) the timing of the delivery and construction of the Affordable Housing Units within the Development in relation to the Occupation of the Private Dwelling Units; and
- (c) details of the proposed Registered Provider and timings of the transfer of the Affordable Housing Units and associated Affordable Housing Land.

“Affordable Housing Tenure Mix” means the total number of Affordable Housing Units comprising an overall mix of 40% (forty per cent) Affordable Rented Units, 40% (forty per cent) Social Rented Units and 20% (twenty per cent) Shared Ownership Units which shall be constructed within the Development (or such other tenure mix as may be agreed with the Head of Housing) pursuant to Schedule 1.

“Affordable Housing Units” shall mean 35% (thirty-five per cent) of the total number of Dwellings in the Development which shall be for use as Affordable Housing and which shall all be built in compliance with the Standards and in accordance with the approved Affordable Housing Scheme and “Affordable Housing Unit” shall be construed accordingly.

“Affordable Rent” means a rent which is subject to rent controls that require a rent of no more than 80% (eighty per cent) of local market rent (including all service charges for properties of similar size and location in the locality) or within Local Housing Allowance levels for the area for properties of the same size (including service charge), whichever is the lower.

“Affordable Rented Units” means all those Affordable Housing Units to be let to Qualifying Persons by the Registered Provider at an Affordable Rent the exact number and location of which to be approved by the Council pursuant to the Affordable Housing Scheme and “Affordable Rented Unit” shall be construed accordingly.

“agreed” or **“approved”** means agreed or approved in writing and given for the purpose of this Deed.

“Ancient Woodland Areas” means the areas of woodland shown hatched green and cross hatched green on the Site Plan, being part of the S106 Site (and which, for the avoidance of doubt, include but is not limited to the Woodland Strip).

“Ancient Woodland Costs” means the costs of implementing and managing the Ancient Woodland Works pursuant to the Ancient Woodland Management Plan (including administration, management charges and insurance).

“Ancient Woodland Management Plan” means a written management plan to be agreed between the Owners and the Council which shall:

- (a) include a copy of and be based upon the recommendations contained within an up-to-date ecological survey of the quality and state of the Ancient Woodland Areas and which confirms the presence and condition of any protected habitats and species;
- (b) detail the proposed Ancient Woodland Works;
- (c) detail clear objectives for the conservation and enhancement of the Ancient Woodland Areas;
- (d) detail clear objectives for the long-term management and maintenance of the Ancient Woodland Areas;
- (e) detail measures for invasive species control, ground flora recovery and edge habitat enhancement;
- (f) detail monitoring measures and a review schedule for a minimum of 100 (one hundred) years from Commencement of the Development;
- (g) detail maintenance of the Ancient Woodland Areas for a minimum of 100 (one hundred) years from Commencement of the Development and associated anticipated costings.

“Ancient Woodland Maintenance Funding Payment” means the sum of money which has been agreed by the Head of Planning and Environmental Services as representing the cost of management and maintenance of the Ancient Woodland Areas to cover 100 (one hundred) years in line with the Ancient Woodland Management Plan.

“Ancient Woodland Service Charge” means a charge to the Management Company levied at 6 (six) monthly intervals to cover the Ancient Woodland Costs taking into account an appropriate proportion of the Initial Ancient Woodland Maintenance Funding Payment.

“Ancient Woodland Works” means the following works to the Ancient Woodland Areas:

- (a) the establishment of a minimum buffer zone of 15 (fifteen) metres from the canopy edge of the Ancient Woodland Areas, or such greater distance as may be specified in the Ancient Woodland Management Plan, to protect root zones and prevent edge impacts on trees (including the Veteran Ash Tree);
- (b) the installation of secure pet- and deer-resistant fencing around the Ancient Woodland Areas to prevent unauthorised access by the public and animals;
- (c) the closure and physical blocking of all existing formal and informal access routes or desire lines into the Ancient Woodland Areas by appropriate fencing and landscape planting, together with prominent signage at access points clearly indicating that the areas are ecologically sensitive and not open to the public;
- (d) the design and installation of interpretation signage and materials to be located:
 - i. at the boundary of the Ancient Woodland Areas;
 - ii. adjacent to the Veteran Ash Tree (outside the RPA); and
 - iii. at certain logical public approach pointswhich shall explain the ecological importance, protected status, and management aims of the Ancient Woodland Areas and Veteran Ash Tree, and advise the public that access is restricted to protect irreplaceable habitats and the prohibition of public access, including recreational use, dog walking, or cycling, within the Ancient Woodland Areas unless expressly permitted under the Ancient Woodland Management Plan and approved in writing by the Council.

“Appeal” means the planning appeal submitted by the Developer to the Secretary of State under reference number APP/C1435/W/24/3356658 against the Council’s

non-determination of the Application.

“Application” means the application for planning permission for the Development bearing reference number WD/2024/1799/MAO.

“Assured Tenancy” means an assured tenancy agreement granted pursuant to the Housing Act 1988 and the Housing Act 1996 (or such other form of tenancy as may be prescribed from time to time by Homes England as offering to residential tenants of Registered Providers a similar measure of security and approved by the Head of Housing).

“Benchmark Value” means the value of the Affordable Housing Units being the higher of: (i) a value attributable to the Affordable Housing Units at which the Development becomes financially viable utilising the “existing use value plus” value of the Property as set out in National Planning Policy Guidance paragraph 013 Reference ID: 10-013-20190509; and (ii) a value equal to the anticipated build cost of the Affordable Housing Units assuming that no value is allowed for the Affordable Housing Land or for providing services and access to the land.

“BRMA” means the Broad Rental Market Area set by the Valuation Office Agency on behalf of His Majesty’s Government.

“Bus Service Contribution” means the sum set out in this definition, save as to the extent that this is altered by the provisions relating to Interest and Indexation, being a financial contribution of £1,430.00 (one thousand four hundred and thirty pounds) per Dwelling approved by Reserved Matters Approval to be paid in two equal instalments towards the cost of improvements to existing bus services in the vicinity of the Development.

“Car Club” means a club operated by the Car Club Operator for Car Club Members to be able to hire a vehicle or vehicles on a pay as you go basis.

“Car Club Members” means residents of the Development and members of the public who join the Car Club.

“Car Club Operator” means a business or other organisation registered as a member of CoMoUK independent from the Owners that will establish and thereafter operate the Car Club.

“Car Club Space” means a minimum of 1 (one) parking space with an electronic vehicle charging point within the Development or in such location as may otherwise be approved as part of a Reserved Matters Approval.

“Charge” means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Land and/or the Affordable Housing Unit(s) (or any one or more of them) in favour of the Chargee.

“Chargee” means any mortgagee or chargee of the Registered Provider of the Affordable Housing Land and/or the Affordable Housing Units (or any one or more of them) or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.

"Clean Condition" means free from any contamination which would in the reasonable opinion of the Head of Planning and Environmental Services prejudice the use of the Affordable Housing Units and/or the Affordable Housing Land for the purposes of Affordable Housing.

“Commencement of 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 and **“Commence Development”** **“Commenced”** **“Commencement”** and **“Commence the Development”** shall be construed accordingly.

“Confirmation of Completion” means written confirmation by the Head of Planning and Environmental Services that the SANG Works or the Ancient Woodland Works (as relevant) have been completed in line with the Planning Permission and the approved SANG Specification or the approved Ancient Woodland Management Plan (as relevant).

“Confirmation of Completion Date” means the date on which the Head of Planning and Environmental Services has issued the Confirmation of Completion or (if earlier) the date on which it has been determined pursuant Clause 10 of this Deed.

“Construction Index” means the All-in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other index as the County Council may reasonably nominate in the event that the All-in Tender Price Index shall no longer be published or its name or methodology be materially altered.

“County Contributions” means the Bus Service Contribution and the Signal Optimisation System Contribution.

“County Council” means East Sussex County Council, County Hall, St Anne’s Crescent, Lewes BN7 1UE.

“Default Notice” means a notice in writing served on the Council by the Chargee under Clause 8.3 of the Chargee’s intention to enforce its security over the relevant Affordable Housing Unit(s) and/or applicable Affordable Housing Land.

“Development” means the development of the Property for the erection of up to 190 dwellings with associated works, parking, landscaping, publicly accessible open space and SANG with access from the B2102 pursuant to the Planning Permission and any development in respect of which details have been submitted to and approved by the Council pursuant to the Planning Permission.

“Disposal” means the freehold sale.

“Dwelling(s)” means any unit(s) of self contained residential accommodation within the meaning of Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 including any flat apartment, maisonette or house including as constructed on the Self-Build and Custom Build Plots comprised in the Development.

“Due Date” means the date specified or the occurrence of an event triggering the making of a payment or the undertaking of an act or the cessation of an activity under the terms of this Deed.

“Fully Serviced” means (in relation to the Affordable Housing Units) serviced by the Owners, with roads provided without intervention to the boundary of the relevant parcel of Affordable Housing Land such roads to be:

- (a) adopted; or
- (b) completed to an adoptable standard and maintenance arrangements have

been agreed with the Council

and (in all cases) to afford proper access to the main highway network together with all mains services of electricity, telephone, potable water, foul and surface water drainage as reasonably required to a conveniently located point or points abutting without intervention the boundary of the relevant parcel of Affordable Housing Land.

“Green Infrastructure” means the Playing Space and Passive Green Infrastructure to be approved by a Reserved Matters Approval and to be provided in the locations as approved by a Reserved Matters Approval (but excluding the SANG Land and the Ancient Woodland Areas) and (if Youth and Adult Play Space is not provided as part of the On-Site Green Infrastructure) the Youth and Adult Play Space Contribution.

“Green Infrastructure Scheme” means the scheme or schemes approved by the Council which shall include:

- (a) plans identifying the location, size and nature of the On-Site Green Infrastructure, including timetable for construction and completion, as approved by Reserved Matters Approval;
- (b) a description and plans of the proposed works, equipment, materials, layout etc. of the On-Site Green Infrastructure;
- (c) details of landscaping and planting of the On-Site Green Infrastructure;
- (d) details of earthworks, excavations, construction, drainage, fencing materials, installations, surfacing and signage of the On-Site Green Infrastructure;
- (e) a strategy and management plan for securing the long-term future maintenance and management of the On-Site Green Infrastructure; and
- (f) (if applicable) the calculation of any proposed Youth and Adult Play Space Contribution.

“Head of Housing” means the Head of Housing and Property Services for the time being of the Council and shall include his duly authorised agents and representatives and any successor of his.

“Head of Planning and Environmental Services” means the Head of Planning and Environmental Services for the time being of the Council and shall include his duly authorised agents and representatives and any successor of his.

“Highways Works” means the Off-Site Highway Works and the On-Site Highway Works.

“Homes England” means the body known as Homes England and shall include any replacement or successor organisation to Homes England and for the purposes of this Deed references to Homes England shall include the Social Housing Regulator where appropriate.

“Indexation” means that when a sum payable under this Deed is required to reflect changing costs the sum shall be increased or reduced in accordance with the provisions of Clause 11 of the Deed and **“Index Linked”** shall be construed accordingly.

“Inflation Index” means the “all items” index figure of the Retail Prices Index published by the Office for National Statistics or such other index as the Council may reasonably nominate in the event that the Retail Prices Index shall no longer be published or its name or methodology be materially altered.

“Initial Ancient Woodland Maintenance Funding Payment” means 35% (thirty-five per cent) of the Ancient Woodland Maintenance Funding Payment.

“Initial SANG Maintenance Funding Payment” means 35% (thirty-five per cent) of the SANG Maintenance Funding Payment.

“Interest” interest at the rate of 4% (four per cent) above the base lending rate of the Bank of England for the time being.

“Local Housing Allowance” means the rates that are set by the Valuation Office Agency for different size properties that are used in the calculation of housing benefit for tenants renting from private landlords based on private market rents paid by tenants in the BRMA relevant to the S106 Site.

“Local Market Values” means similar property values in adjoining parishes within Wealden District calculated by reference to the Red Book or as otherwise agreed between the parties.

“Long Lease” means the appropriate form of model lease for a Shared Ownership flat or house published by Homes England (as may be amended from time to time) and which lease provides for a term of 125 (one hundred and twenty five) years or more from the date of grant and with no unusual or otherwise unduly burdensome covenants on the lessee.

“Managed Land” means all areas within the Property to be managed by the Management Company which for the avoidance of doubt includes the Car Club Spaces, the Ancient Woodland Areas and the On-Site Green Infrastructure but excludes any areas within private domestic curtilages and any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement and the SANG Land.

“Management Company” means a body established by the Owners to carry out the long term management and maintenance of any Managed Land to be managed by it in accordance with the provisions of this Deed and whose objectives shall include:

- (a) managing the maintenance of the Managed Land;
 - (b) setting the level of charges for funding the running of the Management Company and collecting such charges;
 - (c) ensuring that the level of any charges levied against any Affordable Housing Units shall not materially affect the ability of those Dwellings to remain Affordable Housing but this will not prevent charges being levied at all, nor a full charge being levied if those Dwellings cease to be Affordable Housing Units; and
 - (d) ensuring accountability to occupiers of the Dwellings
- and this includes any/all subsequent body/bodies that take on this responsibility.

“Management Company Structure Scheme” means a scheme that addresses the following in relation to the Management Company:

- (a) details of the proposed constitution of the Management Company which shall be a private company limited by shares or guarantee;
- (b) details of the means of funding for the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining and repairing as necessary the Managed Land that has been transferred to it in accordance with the requirements of this Deed and any plans or schemes approved pursuant to it to the extent that such plans and

schemes relate to the Managed Land;

- (c) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land managed by the Management Company; and
- (d) contact details and any invoicing requirements in respect of the SANG Service Charge.

“Marketing Period” means the period of 12 (twelve) months from the date the Marketing Strategy is approved by the Council.

“Marketing Strategy” means the strategy to be followed for the purposes of marketing the Self-Build and Custom-Build Plots for Disposal to prospective purchasers, which may include but is not limited to:

- (a) preparing detailed particulars of the Self-Build and Custom-Build Plots to be advertised locally and regionally;
- (b) placing adverts online;
- (c) terms and conditions for the Disposal of the Self-Build and Custom-Build Plots which shall be no more restrictive or onerous than the terms and conditions for the Private Dwelling Units but may include terms and conditions relating to the carrying out of the construction of the Self-Build and Custom-Build Plots in order to ensure a safe operational environment on the Property;
- (d) details of the pricing mechanism and such information required to satisfy the Council the proposed Disposal price is reasonable and achievable; and
- (e) appointing appropriate local estate agents.

“Mobility Hub” means the area to be provided in the location approved as part of Reserved Matters Approval providing a range of facilities to encourage active travel by Occupiers, in accordance with the approved Mobility Scheme which shall include:

- (a) e-bike storage for 8 (eight) e-bikes;
- (b) a bicycle repair stand with a bicycle pump;
- (c) the Car Club Space and electric vehicle charging post;
- (d) parcel delivery lockers under a canopy;

- (e) an interactive travel information screen; and
- (f) Brompton (or other bicycle hire operator) cycle hire.

“Mobility Scheme” means a written scheme detailing the matters to be provided at the Mobility Hub including the specification for any equipment and structures and the timescales and arrangements for their management, maintenance and retention.

“Monitoring Fee” means the sum of £7,500 (Seven Thousand Five Hundred Pounds).

“Nomination Agreement” means the form of agreement substantially in the form set out in Schedule 3 subject to any amendments or modifications as may be agreed between the parties to it.

“Occupation” means beneficial occupation for any use for which the building was designed other than occupation for the purpose of construction fitting out security marketing or repair and **“Occupy”**, **“Occupied”**, and **“Occupier”** shall be construed accordingly.

“Off-Site Highway Works” means the highway works referred to in Section A of Part 2 of Schedule 10.

“On-site Green Infrastructure” means that part of the Development to be provided as Green Infrastructure and to be provided in the sizes and locations as approved under Reserved Matters Approval(s).

“On-Site Highway Works” means the highway works referred to in Section B of Part 2 of Schedule 10.

“Owners” means the First Owner and the Second Owner together.

“Passive Green Infrastructure” means that part of the Development used for any or all of the following: natural and semi natural open space, green corridors, woodlands, landscaped buffers and recreational paths to be approved by a Reserved Matters Approval and to be provided in the locations as approved by a Reserved Matters Approval.

“Payment Notice” means a notice in the form set out in Appendix 1.

“Phase” means a part of the Development identified as a construction phase of the Development in the Phasing Plan approved by the Head of Planning and Environmental Services and **“Phasing”** shall be construed accordingly.

“Phasing Plan” means a plan to be submitted to and approved by the Council identifying the number, location, extent and programming of construction phases of the Development of the whole Property and showing the number of Dwellings to be provided in each Phase.

“Planning Permission” means the planning permission(s) to be granted by the Secretary of State pursuant to the Appeal and for the avoidance of doubt shall include any permission granted pursuant to an application to amend or vary the Planning Permission pursuant to Section 73 of the 1990 Act unless the Council decides that a new agreement under section 106 of the 1990 Act is required.

“Playing Space” means the equipped children’s play space, casual and informal children’s play space and youth and adult recreation space to be provided as part of the Development as approved by the Council in the Green Infrastructure Scheme and which shall not be less than the requirements set out in the Playing Space Formula (save in respect of the youth and adult recreation space, as agreed by the Council in the Green Infrastructure Scheme which if not provided on the Property shall be secured by the payment of the Youth and Adult Playing Space Contribution).

“Playing Space Formula” means the total sizes of the Dwellings approved by Reserved Matters Approval multiplied by the open space requirements set out in the table below:

<u>Size of Dwelling as approved by Reserved Matters</u>	<u>Total Playing Space requirement (sqm)</u>	<u>Youth and adult recreation space (sqm)</u>	<u>Casual and informal children’s playspace (sqm)</u>	<u>Equipped children’s playspace (sqm)</u>
1 bedroom	24	17	4.5	2.5
2 bedroom	48	34	9	5
3 bedroom	72	51	13.5	7.5
4 bedroom	96	68	18	10
5 bedroom	120	85	22.5	12.5

“Private Dwelling Unit(s)” means any Dwelling(s) which is not an Affordable Housing Unit and includes the Self-Build and Custom-Build Plots.

“Property” means the land shown edged in red on the Site Plan.

“Protected Occupier” means in respect of an Affordable Housing Unit a person who:

- (a) has exercised the right to acquire so far as legally permissible pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force in respect of a particular Affordable Rented Unit or Social Rented Unit;
- (b) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force in respect of a particular Affordable Rented Unit or Social Rented Unit; or
- (c) has been granted a lease of a Shared Ownership Unit by a Registered Provider and has subsequently purchased from the Registered Provider 100% of the equity from the Registered Provider and owns the entire Shared Ownership Unit.

“Qualifying Person” means a person or persons and their dependants:-

- (a) nominated by the Council from its housing needs register; or
- (b) nominated by the Registered Provider.

“Red Book” means the RICS Valuation - Global Standards (Published 31 January 2024 and effective from 31 January 2025) or such other document amending, consolidating or replacing it.

“Registered Provider” means any registered provider which is registered with Homes England pursuant to Section 80 of the Housing and Regeneration Act 2008 and has not been removed from the register and is approved in writing by the Council or any other provider approved in writing by the Council.

“Registration Fee” means the sum of £500 (Five Hundred Pounds).

“Relevant CIL Mitigation” means that, at the date of the Relevant CIL Payment, the decision of the Council’s Full Council taken on 25 November 2015 applies such that any CIL receipt is first spent as a priority on mitigation for SAMMS and SANG before being applied to other infrastructure.

“Relevant CIL Payment” means monies paid to the Council for a community infrastructure levy charge pursuant to the Community Infrastructure Levy Regulations 2010 for the Development, where at the date of payment Relevant CIL Mitigation is in place.

“Reserved Matters” means any matter reserved for later approval by virtue of a condition imposed in the Planning Permission, as defined in Article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015.

“Reserved Matters Application” means an application under the 1990 Act for approval of Reserved Matters reserved under the Planning Permission for subsequent approval.

“Reserved Matters Approval” means an approval to Reserved Matters pursuant to a Reserved Matters Application.

“ROSPA Certificate” means the certificate issued by the Royal Society for the Prevention of Accidents in respect of any play areas.

“RPA” means the root protection area, calculated in accordance with British Standard BS5837:2012.

“S106 Site” means the land shown edged in red and the land edged and hatched green on the Site Plan against which this Deed is enforceable (and for the avoidance of doubt this excludes the land crosshatched in green being the Woodland Strip).

“SAMMS” means the Council’s Strategic Access Management and Monitoring Strategy for the Ashdown Forest SPA relating to the delivery of a strategic access management and monitoring programme in the Ashdown Forest for the purposes of ensuring effective avoidance and mitigation of any significant effects of new residential developments that could have an impact on the Ashdown Forest SPA.

“SAMMS Contribution” means a sum based on £1,170.00 (One Thousand One Hundred and Seventy Pounds) (Index Linked) per Dwelling within the Development to be Commenced as approved under a Reserved Matters Approval payable to the Council as a contribution towards the SAMMS.

“SANG” means suitable alternative natural green space provided as alternative

recreational space to the Ashdown Forest special protection area registered under Regulation 17 of the Conservation of Habitats and Species Regulations 2017.

“SANG Costs” means the costs of implementing and managing the SANG Land pursuant to the SANG Management Plan (including administration, management charges and insurance).

“SANG Land” means that part of the S106 Site, as agreed by Reserved Matters Approval upon which the area of SANG and associated development is to be provided in accordance with the SANG Specification and the Planning Permission.

“SANG Maintenance Funding Payment” means the sum of money to be agreed by the Head of Planning and Environmental Services as representing the cost of management and maintenance of the SANG Land to cover 100 (one hundred) years in line with the SANG Management Plan.

“SANG Management Plan” means a management plan to be agreed between the Developer, the Owners and the Head of Planning and Environmental Services which shall:

- (a) develop the principles (including the long-term management and maintenance of the SANG Land) set out in the Outline Ecological Management Plan prepared by Ecology Partnership Limited dated July 2024 a copy of which is appended hereto at Appendix 5 or such subsequent revised version thereof as may be approved in writing from time to time by the Head of Planning and Environmental Services;
- (b) detail the proposed maintenance schedule of the SANG Land and anticipated costings of maintaining the SANG Land pursuant to the SANG Specification for 100 (one hundred) years; and
- (c) set out the calculation of the proposed SANG Maintenance Funding Payment and the Initial SANG Maintenance Funding Payment.

“SANG Service Charge” means a charge to the Management Company levied at six monthly intervals to cover SANG Costs taking into account an appropriate proportion of the Initial SANG Maintenance Funding Payment.

“SANG Specification” means:

- (a) a minimum 2.5 (two point five) kilometre circular walking route, surfaced to allow year-round access;
- (b) paths a minimum of 2 (two) metres wide;
- (c) appropriate signage, interpretation, and waymarking;
- (d) dog waste bins at key access points;
- (e) car parking provision at a minimum ratio of 1 (one) space per hectare of SANG;
- (f) bench seating near entrances and on main routes.
- (g) a car park with minimum of 9 (nine) car parking spaces, information boards and dog waste bins; and
- (h) landscaping to provide a parkland setting that provides an attractive naturalistic environment for informal recreation of a quality and character capable of attracting visitors away from the Ashdown Forest SPA and which includes a mix of open grassland, tree planting and scrub habitat.

“SANG Works” means the scheme of works to layout the SANG on the SANG Land in accordance with the SANG Specification.

“Secretary of State” means the Secretary of State for Housing, Communities and Local Government from time to time and the Planning Inspector appointed upon her behalf to determine the Appeal.

“Section 278 Agreement(s)” means an agreement or agreements substantially in the form of the County Council’s standard draft with such amendments as may be agreed with the County Council and made under sections 278 and 38 (as relevant) of the 1980 Act to secure the carrying out of the Highway Works.

“Self-Build and Custom-Build Plots” means the Serviced plots comprised within the Development upon which the Self-Build and Custom-Build Units are to be constructed and disposed of in accordance with Schedule 7 or any variation thereto agreed in writing with the Council and the Self-Build and Custom-Build Plots Scheme and **“Self-Build and Custom-Build Plot”** shall mean any one such.

“Self-Build and Custom-Build Plots Scheme” means the scheme to be submitted in accordance with Paragraphs 1 and 2 of Schedule 7 and which shall include the

following in relation to the Development:

- (a) the location of the Self-Build and Custom-Build Plots;
- (b) confirmation of the number of Self-Build and Custom-Build Plots (which shall equal 5% (five per cent) of the total number of Dwellings);
- (c) the Marketing Strategy for the Disposal of the Self-Build and Custom-Build Plots for the development of Self-Build and Custom-Build Units thereon.

“Self-Build and Custom-Build Units” means a dwelling which meets the definition at Section 1(A1) and Section 1(A2) of the Self-build and Custom Housebuilding Act 2015 and **“Self-Build and Custom-Build Unit”** shall mean one such.

“Serviced” means access from the relevant Self-Build and Custom-Build Plot to public or private highways to an adoptable standard is provided along with utilities/services connection (including electricity, water and waste water) to the relevant Self-Build and Custom-Build Plot boundary.

“Service Charge” means a charge in addition to any rent payable in respect of an Affordable Housing Unit which covers repairs, maintenance and cleaning for communal areas, the structure of the building, buildings insurance and the landlord’s administration or management charges.

“Shared Ownership” means a shared ownership scheme provided by a Registered Provider which allows a purchaser to buy a share of the Affordable Housing Unit under a form of Long Lease to ensure that leases are mortgageable and which contains provisions whereby there is a limit on the initial equity share to be sold off and a 2.75% (two point seven five per cent) rent on the balance of the equity unsold as at the date of grant of the Long Lease.

“Shared Ownership Unit(s)” means an Affordable Housing Unit(s) to be provided by a Registered Provider under Shared Ownership.

“Signal Optimisation System Contribution” means the sum of £170,000.00 (ONE HUNDRED AND SEVENTY THOUSAND POUNDS) (save as to the extent that this is altered by the provisions relating to Interest and Indexation) towards signals optimisation system (SCOOT or MOVA) including design implementation and future maintenance to town centre signalised junctions Framfield Road/New Town, Bell Lane/High Street/Newtown, and Church Street/High Street.; and signalised pedestrian

crossings at:

London Rd (Hooke Hall) - Pedestrian crossing
High Street/Church Street - Junction
High St (Post Office) – Pedestrian crossing
High St (Town Centre HSBC) – Pedestrian crossing
High Street/Bell Lane - Junction
Bell Lane (Bus Station) – Pedestrian Crossing
High Street/Framfield Road - Junction

“Site Plan” means the plan attached to this Deed at Appendix 2”.

“Social Housing Regulator” means the body which regulates and provides funding to Registered Providers and shall include any replacement or successor organisation to the housing regulator which is appointed or designated to carry out its functions.

“Social Rent” means housing owned by local authorities and private Registered Providers for which guideline target rents are determined through the national rent regime or owned by other persons and provided under equivalent rental arrangements as may be agreed with the Council or with Homes England.

“Social Rented Unit(s)” means all those Affordable Housing Unit(s) to be let to Qualifying Persons by the Registered Provider at a Social Rent the exact number and location of which to be approved by the Council pursuant to the Affordable Housing Scheme.

“SPA” means a special protection area registered under regulation 17 of the Conservation of Habitats and Species Regulations 2017 (SI 2017/1012) or other legislation which may replace it.

“Specified Terms” means the transfer:

- (a) with full title guarantee and vacant possession but with the benefit of rights of way, easements and rights of drainage, utilities or access enjoyed or to be enjoyed by the transferred land and sufficient to permit full and beneficial use and enjoyment of it following the construction of the Development and subject only to rights which do not interfere with the use of the transferred land’s purpose; and
- (b) subject to any other reasonable terms required by the transferee and transferor.

“Standards” means that the Affordable Housing Units shall be constructed to a standard to meet:

- (a) the mandatory standards in relation to design, construction and accessibility required by Homes England; and
- (b) the nationally described space standards dated March 2015 as produced by the Department for Housing, Communities and Local Government or any successor replacement standard.

“Subsidy” means any public subsidy provided to the Registered Provider or the Owners in connection with the Affordable Housing Units.

“Supplemental Section 106 Agreement” means the agreement to be entered into prior to the Commencement of Development to ensure that the legal interest(s) in the Woodland Strip are bound by the provisions of this Deed in the form (or substantially in the form) annexed to this Deed at Appendix 4.

“Traffic Regulation Order” means an order made under the Road Traffic Regulation Act 1984 for implementation of a 30mph limit extension and inclusion of 40mph limit on part of the B2102 Framfield Road.

“Traffic Regulation Order Fee” means the sum of £6,000.00 (Six Thousand Pounds), save as to the extent that this is altered by the provisions relating to Interest and Indexation, being a financial contribution towards the cost of processing the Traffic Regulation Order.

“Travel Plan” means the Travel Plan referred to in Schedule 10.

“Travel Plan Auditing Fee” means the sum of £6,000.00 (Six Thousand Pounds), save as to the extent that this is altered by the provisions relating to Interest and Indexation, as a contribution towards the costs of auditing the Travel Plan.

“Veteran Ash Tree” means the veteran Ash tree located within the Development and on the northern edge of the Ancient Woodland Areas, identified as T6-A3 on the Veteran Tree Plan.

“Veteran Tree Plan” means the drawing numbered BHA_741_01 Rev C at Appendix 3.

"Woodland Strip" means the strip of land cross hatched green on the Site Plan.

"Working Days" means any day which is not a Saturday, a Sunday, a Bank Holiday or a Public Holiday in England.

"Youth and Adult Playing Space Contribution" means the sum calculated in respect of the youth and adult playing space for the Development based on the Playing Space Formula as agreed by the Council in the Green Infrastructure Scheme, and such contribution to be calculated in accordance with the following formula:

$$A = B \times C$$

A = the Youth and Adult Playing Space Contribution

B = £33.05 (thirty-three pounds five pence) (Index Linked)

C= the total amount (in sqm) of youth and adult playing space required for the Development based on the Playing Space Formula for the number and type of Dwellings approved under Reserved Matters Approval payable to the Council as a contribution towards the youth and adult playing space in the District of Wealden.

2 CONSTRUCTION OF THIS DEED

- 2.1 Words importing the masculine include the feminine and vice versa.
- 2.2 Words importing the singular include the plural and vice versa.
- 2.3 Words importing persons include companies and corporations and vice versa.
- 2.4 Any reference to a Clause, Paragraph, Schedule, Annex or Plan is to one in or attached to this Deed.
- 2.5 Any reference to a colour or letter is to be on the plans attached to this Deed.
- 2.6 Any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 2.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their statutory functions as local planning authority.
- 2.8 This Deed is a planning obligation for the purposes of Section 106 of the 1990 Act

save where expressly stated otherwise within this Deed.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011 and all other powers so enabling and to the extent that this Deed includes planning obligations for the purposes of Section 106 of the 1990 Act then those obligations relate to the S106 Site and are enforceable by the Council as the local planning authority for the area within which the S106 Site is situated (subject to Clause 8).
- 3.2 The various covenants restrictions requirements stipulations and other obligations imposed on the Owners contained in this Deed are entered into under the provisions and powers referred to in Clause 3.1 and are planning obligations for the purposes of Section 106 of the 1990 Act whether expressed to be planning obligations or not and are enforceable by the Council as local planning authority against the Owners and any person deriving title from the Owners and shall run with the S106 Site and shall bind the Owners and their respective successors in title and assigns (subject to Clause 8).
- 3.3 The obligations in this Deed comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010.
- 3.4 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, Section 93 of the Local Government Act 2003, section 1 of the Localism Act 2011 and all other enabling powers save where expressly stated otherwise.
- 3.5 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 3.6 In the event that in determining the Appeal the Secretary of State expressly states in his or her decision letter that any of the planning obligations contained in this Deed (or any part thereof) do not meet the statutory tests as set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 then such planning obligation(s) or part thereof shall cease to have effect and (for the avoidance of doubt) the

remaining provisions of this Deed shall have effect and remain fully enforceable.

4 CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed save for the provisions of Clauses 5 (Owners' Covenants) and 11 (Indexation) which are conditional upon the grant of the Planning Permission.

5 THE OWNERS' COVENANTS

- 5.1 The Owners covenant with the Council to fully comply with and to perform the obligations contained herein and in Schedules 1-10 of this Deed in accordance with the requirements and timescales contained therein.
- 5.2 The Owners covenant prior to Commencement of Development, to enter into a separate Supplemental Section 106 Agreement to bind the freehold interest (and any subsidiary leases or charges thereto) in the entire Woodland Strip to ensure that all legal proprietary interests in the Woodland Strip are bound by the provisions of Schedule 5 of this Deed and that the planning obligations contained herein will bind successors in title to the land in the Woodland Strip under section 106 of the 1990 Act.
- 5.3 The Owners covenant not to Commence Development unless and until a Supplemental Section 106 Agreement has been entered into in respect of the freehold interest (and any subsidiary leases or charges thereto) in the entire Woodland Strip.
- 5.4 The Owners covenant with the Council that the Development and use of the S106 Site shall be in strict accordance with this Deed.
- 5.5 The Owners shall not cause or permit Commencement of Development unless and until the Monitoring Fee has been paid to the Council in full.
- 5.6 The Council covenants with the Owners as set out in Schedule 11 of this Deed.

6 MISCELLANEOUS

- 6.1 Prior to the date hereof the Developer shall pay:
 - (a) to the Council and the County Council their proper and reasonable legal costs in connection with this Deed; and

(b) the Registration Fee.

6.2 The First Owner and the Second Owner separately confirm and warrant to the Council that they have not leased mortgaged charged or otherwise created any interest in their respective parts of the S106 Site and that Recitals (A) and (B) of this Deed are correct and accurate in every respect.

6.3 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed is intended to confer any benefit upon or create rights in favour of any party other than the parties executing this Deed and their respective successors in title.

6.4 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 it is hereby AGREED AND DECLARED that the parties to this Deed (and their respective successors in title) may rescind or vary this Deed without the consent of any third party.

6.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if

6.5.1 the Appeal is dismissed by the Secretary of State or his appointed Inspector;
or

6.5.2 the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by a statutory procedure expires prior to the Commencement of Development.

6.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the S106 Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6.7 This Deed shall be registered as a local land charge by the Council.

6.8 The Owners hereby covenant with the Council for themselves and their successors in title to their respective interests in the S106 Site:

(a) permission shall be granted to authorised officers of the Council upon reasonable notice and request and at reasonable times (except in an emergency) and subject to any instructions which any contractor may give to ensure safety for officers of the Council (or their nominated representatives) at their own or at the Council's risk to gain access to the S106 Site in order to

monitor compliance with this Deed; and

- (b) where any steps required by this Deed to be taken are not taken, the Council may enter the S106 Site and take the steps, and it will pay the Council's costs incurred in doing so.

- 6.9 All approvals certificates consents agreements satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owners and/or given by the Council or its officers in accordance with this Deed shall be in addition to any other approvals consents agreements or confirmations that may be required by the 1990 Act or by any other statute or regulations.
- 6.10 In the event that any part of this Deed may be subject to challenge review deletion or otherwise rendered invalid, illegal, unenforceable, null, void or voidable the balance of the said Deed shall remain in full force and effect.
- 6.11 Notices required to be given or served under this Deed shall be addressed to the parties at their addresses referred to in the introduction of this Deed.
- 6.12 Where payment of any sum payable as aforesaid is made after the Due Date interest shall be payable from the Due Date until the date of actual payment and shall be added to and form part of such sum at the rate of 4% (four per cent) above the base rate for the time being of the Bank of England per annum.
- 6.13 Where this Deed imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Due Date if the notice of a Due Date is not given the Council shall be entitled in its reasonable discretion to determine the Due Date and shall give notice to the Owner of its determination.
- 6.14 When making any and all payments due under this Deed to the Council, to attach a fully completed Payment Notice with each payment.
- 6.15 The Owners shall give to the Council 7 (seven) Working Days prior written notice of each and every Due Date including:
- (a) Commencement of Development;
 - (b) Occupation of the Development;
 - (c) Occupation of the first Dwelling to be Occupied;

- (d) Occupation of 25% of the Dwellings; and
- (e) Occupation of 50% (fifty per cent) of the Private Dwelling Units.

- 6.16 Where any matters require the consent or approval of any party such approval shall not be unreasonably withheld or delayed and any dispute arising from withholding or delaying consent or approval may be referred by any party for determination pursuant to Clause 10 of this Deed.
- 6.17 The Supplemental Section 106 Agreement entered into under the provisions of this Deed will be a planning obligation which will be enforceable by the Council against the owners of the Woodland Strip and their successors in title and assigns.

7 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant covenants, terms or conditions or for acting upon any subsequent breach or default.

8 COVENANTS NOT BINDING

- 8.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the S106 Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.2 This Deed shall not be enforceable against or binding on:
- 8.2.1 any statutory undertaker who has an interest in the S106 Site solely for the purposes of carrying out its statutory functions in connection with the provision of services necessary for the Development;
 - 8.2.2 an individual owner, occupier or tenant or mortgagee of a Private Dwelling Unit in their capacity as such EXCEPT where there is a provision restricting Occupation of a certain number of Private Dwelling Units in which case the Council shall be able to enforce any restriction on the Occupation of the Private Dwelling Units until the provision or covenant has been complied with; or
 - 8.2.3 an individual owner, occupier or tenant or mortgagee of an Affordable Housing Unit in their capacity as such EXCEPT for the obligations regulating the use of

the Affordable Housing Units as contained in Paragraph 15 of Schedule 1 SAVE THAT the said obligations regulating the use of the Affordable Housing Units shall not be binding on Protected Occupier(s) or any successor in title to such Protected Occupier(s) and their mortgagees and their successors in title

PROVIDED ALWAYS THAT (for the avoidance of doubt) the release of liability in this Clause 8.2 shall not apply to any person carrying out the Development.

- 8.3 The obligations contained in Schedule 1 of this Deed shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT prior to seeking to dispose of the Affordable Housing Land (or part thereof) and/or Affordable Housing Units (or any number of them) (as applicable) pursuant to a default under the terms of the Charge such Chargee shall first serve a Default Notice and shall have used reasonable endeavours over a period of 3 (three) months from the date of service of the Default Notice on the Council to complete a disposal of the Affordable Housing Land (or part thereof) and/or Affordable Housing Units (or any number of them) (as applicable) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant Charge including all accrued principal monies, interest and costs and expenses; and if such disposal has not completed within the 3 (three) month period, the Chargee shall be entitled to dispose of the Affordable Housing Land (or part thereof) and/or Affordable Housing Units (or any number of them) (as applicable) free from the Affordable Housing provisions set out in Schedule 1 of this Deed in respect of that Affordable Housing Land and/or those Affordable Housing Units (as applicable) only.

9 CHANGE IN OWNERSHIP

The Owners agree with the Council to give the Council immediate written notice of any change in freehold ownership of the whole or part of their respective interests in the S106 Site occurring before all the obligations under this Deed have been discharged such notice shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the S106 Site or unit of occupation purchased by reference to a plan save that this clause shall not apply to a transfer of an individual Private Dwelling Unit to a private purchaser or of Affordable Housing Units once they have been transferred to the Registered Provider, or any transfer to a utilities company for the purposes of providing services or utilities or to a statutory undertaker for their statutory and ancillary purposes.

10 DISPUTES

10.1 All differences and disputes which may arise between the parties hereto concerning this Deed may by agreement between the parties:

- (a) where the difference or dispute relates to the construction or interpretation of this Deed be referred to the determination (as an expert and not as an arbitrator) of an independent planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute; or
- (b) where the difference or dispute relates to valuation, the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.

10.2 If the parties in dispute shall fail to agree on the nature of the difference or dispute between them or it is considered by either party that the difference or dispute does not fall within Clauses 10.1(a) or 10.1(b), then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) unless the parties can agree on an appropriate expert (to act as expert and not as arbitrator).

10.3 Except as aforesaid, any expert appointed pursuant to Clauses 10.1(a) or 10.1(b) shall:

- (a) on his appointment serve written notice thereof on the parties in dispute;
- (b) consider any written representations by or on behalf of those parties which are received by him within 20 (twenty) Working Days of such service and immediately

forward a copy of the written representation of one party to the other party;

- (c) allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) Working Days of receipt by the other party thereof;
- (d) have an unfettered discretion to determine the reference to him;
- (e) serve notice of his determination as soon as he has made it;
- (f) give full and clear reasons for his decision;
- (g) be paid his proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

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

11 INDEXATION

11.1 The SAMMS Contribution, the Youth and Adult Playing Space Contribution and the Travel Plan Auditing Fee (or any part thereof) shall be Index Linked to the Inflation Index so that the sum actually payable shall be recalculated by the application of the following formula:

$$A = (B \times C) \div D$$

Where:

A is the recalculated sum actually payable on the date of payment of the relevant contributions (or any part thereof)

B is the amount of the relevant contribution specified in this Deed

C is the Inflation Index for the month preceding the relevant date of payment of the contribution (or part thereof)

D is the Inflation Index for the month preceding the date of this Deed

Where C divided by D is less than 1 for the purpose of this calculation it shall be regarded as equal to 1

- 11.2 The Traffic Regulation Order Fee, Signal Optimisation System Contribution and the Bus Service Contribution (or any part thereof) shall be Index Linked to the Construction Index so that the sum actually payable shall be recalculated by the application of the following formula:

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

where:

A is the sum actually payable on the relevant date upon which an obligation arising under this Deed is due to be performed ("the Specified Date")

B is the original sum mentioned in this Deed

C is the Construction Index for the month immediately preceding the relevant Specified Date

D is the Construction Index for the month immediately preceding the date of this Deed

Where C divided by D is less than 1 for the purpose of this calculation it shall be regarded as equal to 1

12 THE DEVELOPER'S CONSENT

The Developer hereby consents to the completion of this Deed and declares that from the date of this Deed its interest in the S106 Site shall be bound by the terms of this Deed.

13 JURISDICTION

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

14 DELIVERY

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

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

SCHEDULE 1

Affordable Housing

The Owners covenant with the Council as follows:

1. Not to Commence Development unless and until, with the first Reserved Matters Application for approval of details of the layout of part or all of the Development, the Owners have submitted a Phasing Plan (which for the avoidance of doubt may indicate that the Development will be carried out in a single Phase) to the Council and this has been approved by the Head of Planning and Environmental Services.
2. In regard to the Affordable Housing Units, where the Phasing Plan indicates that there will be more than one Phase, the Phasing Plan shall show:
 - 2.1 the number, programming and physical extent of each Phase;
 - 2.2 the total number of Dwellings to be constructed within the Phase; and
 - 2.3 the total number of Affordable Housing Units to be constructed within each Phase which (unless otherwise agreed in writing by the Head of Housing) shall comprise a minimum of 35% (thirty-five per cent) of the Dwellings in the Phase.
3. Not to Commence Development unless and until, with the first Reserved Matters Application for approval of details of the layout, the Owners have submitted the Affordable Housing Scheme to the Council which shall conform with the Affordable Housing Tenure Mix (or such other similar size or tenure mix as may be approved by the Head of Housing pursuant to this Schedule) and the Council has approved such scheme and any accompanying plans and details in writing AND the Council has approved the identity of the Registered Provider for the Affordable Housing Units.
4. That the Development shall be carried out in accordance with the approved Affordable Housing Scheme subject to any amendments approved in writing by the Council from time to time.
5. Not to cause or permit Occupation of any Dwelling unless and until the identity of the Registered Provider for the Affordable Housing Units has been approved by the Head of Housing AND EITHER:

- 5.1 the land upon which the Affordable Housing Units are to be constructed is the subject of an unconditional and binding contract that provides for the transfer of the Affordable Housing Land from the Owners to a Registered Provider together with a contract for the construction of the relevant Affordable Housing Units; OR
- 5.2 the relevant Affordable Housing Units and associated Affordable Housing Land are the subject of an unconditional and binding contract for transfer from the Owners to a Registered Provider in a Clean Condition and Fully Serviced (unless otherwise agreed in writing by the Council), such transfer to be in accordance with Schedule 2.
6. In the event that the Owners are, after 6 (six) months of Reserved Matters Approval, unable to agree contract terms as required under Paragraph 5.1 or 5.2 on the basis of the Affordable Housing Tenure Mix the Owners may either agree with the Head of Housing a varied Affordable Housing Tenure Mix or notify the Head of Housing that an independent expert is to be appointed to determine the Benchmark Value of the Affordable Housing Units such determination being at the cost of the Owners but otherwise following the procedure set out in Clause 10 of this Deed.
7. Following a determination of Benchmark Value pursuant to Paragraph 6, the Owners shall use reasonable endeavours to market the Affordable Housing Units to Registered Providers on the basis of the Affordable Housing Tenure Mix for a period of 3 (three) months and if it has been unable to agree terms with a Registered Provider on the basis of the determined Benchmark Value the Owners will provide the Head of Housing with:
- (a) the names of the Registered Providers invited to offer; and
 - (b) the Registered Providers written responses including details of any offers made.
8. If the Owners have not been able to agree terms having marketed the Affordable Housing Units as required under Paragraph 7 then upon receipt of the evidence provided to the Head of Housing by the Owners as required under Paragraph 7 the Head of Housing shall in writing confirm within 20 (twenty) Working Days either that:
- (a) the Owners have used reasonable endeavours to market the Affordable Housing Units as required under Paragraph 7 in which event the Affordable Housing Tenure Mix will be varied to comprise 80% (eighty per cent) Affordable Rented Units and 20% (twenty per cent) Shared Ownership Units (or such other tenure mix

agreed in writing with the Head of Housing); or

- (b) the Owners have not used reasonable endeavours to market the Affordable Housing Land in which event the Owner shall repeat the marketing of the Affordable Units as set out in Paragraph 7 (and shall continue to do so until the Owners has entered into a binding contract with a Registered Provider in accordance with Paragraph 5 or the Head of Housing agrees (or it is determined pursuant to Clause 10 of this Deed) that the Owners' marketing obligations under Paragraph 7 have been fulfilled).
- 9. Where the Affordable Housing Tenure Mix has been varied pursuant to Paragraph 8(a), the Owners shall again follow the marketing procedure set out in Paragraph 7 on the basis of the varied Affordable Housing Tenure Mix and if the Owners have not been able to agree terms with a Registered Provider on the basis of the varied Affordable Housing Tenure Mix then upon receipt of the evidence provided to the Head of Housing by the Owners as required under Paragraph 7 the Head of Housing shall in writing confirm within 20 (twenty) Working Days either that:
 - (a) the Owners have used reasonable endeavours to market the Affordable Housing Units as required under Paragraph 7 in which event the Affordable Housing Tenure Mix will be varied to comprise 50% (fifty per cent) Affordable Rented Units and 50% (fifty per cent) Shared Ownership Units or such other tenure mix as may be agreed by the Head of Housing; or
 - (b) the Owners have not used reasonable endeavours to market the Affordable Housing Units as required under Paragraph 7 in which event the Owners shall repeat the marketing of the Affordable Housing Units as set out in Paragraph 7 and shall continue to do so until the Owners have entered into a binding contract with a Registered Provider in accordance with Paragraph 5.
- 10. The Affordable Housing Units shall be built in accordance with the Standards.
- 11. Not to cause or permit Occupation of:
 - 11.1 more than fifty per cent (50%) of the Private Dwelling Units unless and until all the Affordable Housing Units have been constructed and completed Fully Serviced ready for Occupation and the freehold interest in the land on which the Affordable Housing Units have been constructed has been transferred to

the Registered Provider (such transfer to be in accordance with the terms set out in Schedule 2);

- 11.2 any of the Affordable Housing Units until all of the Affordable Housing Units are subject to a Nomination Agreement whereby the Owners (being a Registered Provider) shall grant to the Council and the Council shall retain nomination rights in respect of one hundred per cent (100%) of the initial lettings of the Social Rented Units and the Affordable Rented Units and thereafter seventy-five per cent (75%) of re-lettings of the Social Rented Units and the Affordable Rented Units or such other arrangements as may be agreed with the Head of Housing; and
- 11.3 (except as may be permitted by the terms of this Deed) any Social Rented Units or Affordable Rented Units other than by virtue of Assured Tenancies pursuant to the Housing Act 1988 and Housing Act 1996 (or such other form of tenancy as may from time to time be prescribed by statute as offering residential tenants of Registered Providers a similar measure of security of tenure) or on such other basis as may from time to time be approved in writing by the Head of Housing.
12. Not to dispose of any of the Shared Ownership Units except at an initial equity share of the open market value of the unit being sold that the intended owner occupier can demonstrate they can afford and sustain in the long term PROVIDED THAT in each case the occupier pays a maximum rent of 2.75% (two point seven five per cent) of the value of unsold equity at the date of the sale of the initial equity share, rising by no more than the Inflation Index plus 1% (one per cent) per annum and that there is no prohibition on additional equity shares being subsequently sold to the owner occupier of the relevant Shared Ownership Unit.
13. Any Service Charge payable in respect of an Affordable Housing Unit and any associated Affordable Housing Land shall be set in accordance with the actual costs of service provision, charged separately to the rent and be affordable to those purchasing and renting Affordable Housing Units.
14. Where any Subsidy is provided to the Owners or the Registered Provider in respect of the Affordable Housing Units, upon the disposition of any of those Affordable Housing Units, to ensure that the Subsidy is recycled for the provision of alternative affordable housing provision subject to any such recycling of the subsidy being in accordance with the requirements of Homes England.

15. Not to cause or permit Occupation of:

15.1 the Affordable Housing Units other than as Affordable Housing in accordance with the Affordable Housing Scheme and the terms of this Deed;

15.2 any of the Social Rented Units other than as a Social Rented Unit;

15.3 any of the Affordable Rented Units other than as an Affordable Rented Unit; and

15.4 any of the Shared Ownership Units other than as a Shared Ownership Unit.

EXCEPT as may be permitted by the terms of this Deed.

SCHEDULE 2

Terms related to the transfer of the Affordable Housing Units

1. Not to execute any first transfer of the Affordable Housing Units or Affordable Housing Land except upon the following terms and conditions (unless otherwise agreed in writing by the parties to the transfer):
 - (a) title to the relevant Affordable Housing Units and/or Affordable Housing Land shall be deduced in accordance with Land Registration Act 2002;
 - (b) the relevant Affordable Housing Units and/or Affordable Housing Land will be transferred free of any financial charges together with the rights and easements but subject to the exceptions reservations rights easements and other matters contained and referred to in the Owners' title and subject to such other matters as the parties may agree;
 - (c) vacant possession of the relevant Affordable Housing Units and/or Affordable Housing Land shall be given on completion;
 - (d) completion shall take place within the time limits provided by this Deed with the date of completion to be agreed between the parties to the transfer or any extension of it agreed by the Owners and the Registered Provider;
 - (e) the transfer of the relevant Affordable Housing Units and/or Affordable Housing Land will be made with full title guarantee;
 - (f) the Standard Conditions of Sale (Fifth Edition) shall apply to the proposed transfer so far as they are not inconsistent with the conditions contained in this Deed;
 - (g) the transfer will grant:
 - (i) all such rights and easements over the Property as are appropriate to the transfer of the Affordable Housing Units and/or Affordable Housing Land together with a right of way with or without vehicles of any description and with or without domestic pets to and from the Affordable Housing Units and/or Affordable Housing Land and a public highway suitable for motor vehicles and pedestrians over the estate roads to be

constructed as are reasonably required for the use and enjoyment of the Affordable Housing Units and/or Affordable Housing Land and subject to an obligation to contribute to the costs incurred in the future upkeep repair replacement and maintenance of the same (if not adopted by the East Sussex County Council) according to user;

- (ii) such rights as may be reasonably required for the free and uninterrupted passage and running of water soil electricity telephone signals and like services from and to the Affordable Housing Units and/or Affordable Housing Land through the drains watercourses service cables pipes and wires which are now or may in the future be in or under or over the Property and serving the Affordable Housing Units with all easements rights and privileges proper for repairing maintaining and reinstating the same the person or persons exercising the same making good all damage thereby occasioned subject to an obligation to contribute to the costs incurred in the future upkeep repair replacement and maintenance of the same according to user if applicable.

SCHEDULE 3

Form of Nomination Agreement

THIS DEED OF NOMINATION RIGHTS is made on the day of 202

BETWEEN

- (1) XXXX whose registered office is at [XXX] (“the Registered Provider”); and
- (2) **WEALDEN DISTRICT COUNCIL** of the Council Offices, Vicarage Lane, Hailsham, East Sussex, BN27 2AX (“the Council”)

(together hereinafter called "the Parties")

WHEREAS

- (A) The Registered Provider is a registered provider as defined in Section 80(2) and Chapter 3 of the Act and registered with the Homes England with registered number
- (B) The Council is the local housing authority for the purposes of the Housing Act 1985 and the Housing and Regeneration Act 2008.
- (C) The Registered Provider owns the Land on which the [XXX] Housing Units (as hereinafter defined) have been built.
- (D) The Registered Provider has agreed to enter into this Deed on the terms hereinafter appearing.
- (E) The Land and Housing Units are subject to the provisions of the Section 106 Agreement and the provisions of that S106 Agreement shall apply to this Deed of Nomination Rights and in the event of any conflict between the two provisions, the Section 106 Agreement shall prevail.
- (F) This Deed is personal between the Registered Provider and the Council and shall not bind successors in title.

DEFINITIONS

- 1.1 In this Deed and Schedule, the following words and expressions shall have the following meanings unless the context requires otherwise:

“the Act” means the Housing and Regeneration Act 2008.

“Affordable Housing” means housing for Social Rent and Affordable Rent provided to eligible households whose needs are not met by the market.

“Affordable Rent” means a rent which is subject to rent controls that require a rent of no more than 80% of local market rent (including all service charges for properties of similar size and location in the locality).

“Allocations Policy” means the Council’s policy as at the point of offer of accommodation setting out the priorities and procedures for the letting of council housing and nominations to

registered providers which may be found at www.wealden.gov.uk/applyforhousing

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any applicable national implementing laws and regulations and secondary legislation in England and Wales relating to the processing of the personal data; and the guidance and codes of practice issued by the Information Commissioner and which are applicable to a party.

“Homes England” means the agency established under Chapter 1 of the Act to regulate social housing or such other replacement organisation as may be appointed from time to time to carry out that function.

“Housing Register and Lettings Team Leader” means the Council’s Housing Register and Lettings Team Leader or such person as the Council may nominate in their place from time to time.

“Housing Options and Strategy Manager” means the Council’s Housing Options and Strategy Manager or such person as the Council may nominate in their place from time to time.

“Housing Units” means the [number] units on the Land pursuant to the Planning Permission and which are to be occupied as Affordable Housing in accordance with this agreement as detailed in Appendix 1 and as identified on the attached plans at Appendix 2 and **“Housing Unit”** is any part of the Housing Units capable of separate occupation.

“Offer” means the offer of a tenancy made by the Registered Provider.

“Planning Permission” means the planning permission granted by the Council under reference

“Refusal Notice” means the refusal notice provided by the Registered Provider to Sussex Homemove and / or the Council whichever is applicable.

“Section 106 Agreement” means the agreement under Section 106 of the Town and Country Planning Act 1990 (as amended) dated and made between and as may be otherwise amended after the date of this Deed.

“Social Rent” means housing owned by local authorities and private Registered Providers for which guideline target rents are determined through the national rent regime or owned by other persons and provided under equivalent rental arrangements as may be agreed with the Council or with Homes England.

“Sussex Homemove” means the choice-based letting scheme operated in Sussex as a letting and bidding scheme for Council and Register Provider homes or such other scheme as the Council may from time to time adopt.

“Tenancy” means an assured tenancy agreement or assured flexi/fixed term tenancy granted pursuant to the Housing Act 1988 and the Housing Act 1996 (or such other form of tenancy as may be prescribed from time to time by Homes England as offering to residential tenants of Registered Providers a similar measure of security and approved by the Head of Housing).

“the Land” means the freehold land known as land at registered at the Land Registry under Title Number

“UK GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

“Void” means a Housing Unit which is vacant, otherwise than as a result of a tenant having:-

- a) moved to other accommodation either by transfer or decant provided by the Registered Provider, or
- b) moved to other accommodation under a reciprocal arrangement provided by another registered provider registered with Homes England.

“Working Day” means any day from Monday to Friday (inclusive) but not including Christmas Day, Good Friday or any statutory bank holiday.

1.2.1 Words importing the singular include the plural and vice versa.

1.2.2 Any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

IT IS HEREBY AGREED by and between the Parties as follows:

1. For so long as the Registered Provider is the freehold owner of the Land (or any part thereof) the Council shall have the right and ability to nominate persons to occupy the Housing Units as follows:-
 - 1.1. In respect of 100% of the initial lettings of any of the Housing Units; and
 - 1.2. 75% of Voids thereafter.
2. The Registered Provider shall, within twenty four (24) hours of a Void becoming available for nomination under Clause 1 above, inform the Council of such by email at HousingAllocations@wealden.gov.uk (or such other email address as may be provided by the Council from time to time). The Registered Provider and the Council shall operate their vacant property procedures through Sussex Homemove and in accordance with the Schedule hereto.
3. If the Registered Provider shall transfer the Land (or any part) to another registered provider the said transfer shall require that the new registered provider enter into an agreement with the Council in similar terms to those contained herein.
4. This agreement is subject to and shall be construed in accordance with the matters referred to in the Section 106 Agreement and the matters approved thereunder and the Allocations Policy shall apply to any allocation of accommodation comprised in the Housing Units.
5. Both Parties will comply with all applicable requirements of the Data Protection Legislation.

SCHEDULE

A. The Council shall:

1. Provide the choice-based letting scheme called Sussex Homemove.
2. If requested to do so by the Registered Provider and subject to payment of an agreed fee and advert details (as set out at B. below), advertise available Housing Units on the internet site www.sussexhomemove.org.uk (or such other replacement or successor forum for advertisement as deemed appropriate by the Council and notified to the Registered Provider).
3. Produce a shortlist of applicants from the Council's housing register for the Registered Provider. This shortlist shall follow the process where applicants bid for a Housing Unit of their choice and the shortlist will be sent to the Registered Provider within five (5) Working Days of close of bidding of an applicable Housing Unit.
4. All shortlists will be prioritised by the date the Housing Unit is available for letting, the applicant's ranking by priority band (A, B, C or D), the time they have waited in accordance with the Allocations Policy and any amendment, modification or replacement thereof subsequently approved on behalf of the Council.
5. The shortlist shall contain the names of all applicants who satisfy the allocations criteria up to a maximum of three (3) or such other number as may be agreed by the Council and the Registered Provider making the request in any specific case.
6. The Council agrees to supply the following information on shortlisted applicants:
 - Name and current address;
 - Household type and composition;
 - Priority banding;
 - Support needs and packages;
 - Whether the applicant is subject to a "do not visit alone" warning.
7. Keep the Registered Provider informed of any changes to Sussex Homemove.

B. The Registered Provider shall:

1. Inform the Council by email (as provided in clause 2) when a Housing Unit is ready to advertise for occupation. The Registered Provider shall, as soon as they receive notice that a Housing Unit is or will be available (to include those Housing Units that will be available within six (6) weeks or less) either provide advert details (including the information set out at paragraph B2 below) to allow the Council to advertise in accordance with paragraph A2 of this Schedule or will advertise the available Housing Units on the internet site www.sussexhomemove.org.uk. The Registered Provider is responsible for ensuring that property adverts will withstand scrutiny under the Property Misdescriptions Act 1991.
2. Supply to the Council the following information about the Housing Unit:
 - Who is eligible for the property – Transfer/Homeseekers or both;
 - Address of property;

- Size;
 - Property type;
 - Bedroom number;
 - The minimum and maximum number of permitted occupants;
 - Number of reception rooms (in larger units);
 - Floor level;
 - Rent level;
 - Shared amenity space;
 - Any sensitive lettings criteria;
 - Any local lettings requirements;
 - Heating type;
 - Level of mobility accessibility (including wheelchair accessibility);
 - Any other information needed by the choice based lettings scheme (if applicable);
 - Unique selling points;
 - Property available date;
 - Photograph of the property if available;
 - Whether pets are permitted.
3. On receipt of the shortlist in respect of a proposed letting, make an Offer of the Tenancy to the applicant with the greatest priority.
 4. Following acceptance of the Offer and where the applicant is a current tenant of the Council or another registered provider, the Registered Provider shall ensure that the Tenancy start date enables the applicant to give four (4) weeks' notice to terminate their existing tenancy.
 5. Applicant(s) defined as statutorily homeless and being made an Offer must be informed that this Offer from the Registered Provider will be regarded as an Offer from the Council in discharge of its statutory duty. If an applicant refuses an Offer, the Council must be informed first before the Housing Unit is re-offered.
 6. Notify the Council as soon as an applicant accepts the Offer and inform the Council of the start date of the Tenancy.
 7. Notify the Council as soon as an applicant refuses the Offer and set out the reasons for refusal of any Offer when they are known.
 8. Co-operate with local authorities' strategic housing function and their duties to meet identified local housing needs and not reject an applicant unless under one of the following grounds:
 - Circumstances of applicant's household have changed since the last assessment and/or new information has come to light about the applicant's circumstances which affects the applicant's eligibility or suitability for the Housing Unit;
 - Housing Unit not suitably adapted for applicant's household (please state reason);
 - Accepted higher priority nomination; or
 - Very exceptional circumstances following written agreement by the Council.
 9. In the event that the Registered Provider rejects an applicant from the shortlist provided by the Council the Registered Provider shall update Sussex Homemove within twenty four (24) hours and confirm to both the Council and the applicant within three (3) Working Days in writing the reasons for refusal of the applicant ("the Refusal Notice").

10. If the Council accepts the reasons for refusal, the Council shall within three (3) Working Days of receipt of the Refusal Notice, supply the Registered Provider with the name and address of another applicant in respect of the Housing Unit by way of a replacement. This process shall be repeated in accordance with the Council's Allocation Policy. If the Council is unable to provide further names and addresses of applicants that accord to the Council's Allocation Policy, the Council may offer names and addresses of applicants that have connections within the local area. This shall be in the following order;
 - 1) local connection to Wealden
 - 2) local connection to Hastings/Rother
 - 3) local connection to East Sussex
11. If having received a Refusal Notice, the Housing Register and Lettings Team Leader is of the opinion that the Refusal Notice has been issued unreasonably then they shall, instead of nominating another applicant, inform the Registered Provider in writing with reasons that the Refusal Notice is rejected and request the Registered Provider withdraw it. If the Registered Provider refuses to do so the provisions of Part C of this Schedule shall be applied. In no circumstances should the Registered Provider proceed to the next nomination where a nomination has been declined, without first obtaining agreement from the Council in writing to do so.
12. The Registered Provider shall not decline an applicant where the Council has a statutory duty to house them under the current homelessness legislation unless there is a reasonable risk to other residents in that location from a member of the household of the applicant or any other reason that must be agreed by the Council in writing.

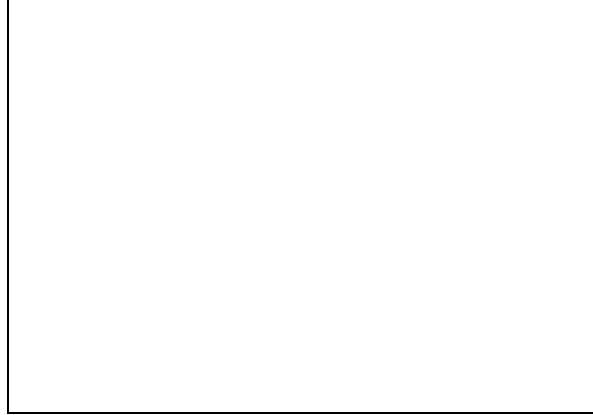
C Dispute Resolution, Law and Jurisdiction

1. The Parties agree that the Allocations Policy shall be the primary policy used to resolve disputes.
2. All disputes between the Parties arising out of or in connection with this Deed shall, in the first instance, be referred to the Parties' respective contract managers for resolution.
3. If the dispute is not resolved within a maximum of fourteen (14) days, the dispute may then be referred to the Parties' directors or similar senior management position for resolution.
4. If the dispute remains unresolved after being referred to the Parties' directors or similar senior management for resolution such dispute may be referred, by agreement between the Parties, to a mediator. The mediator shall be selected by mutual agreement within fourteen (14) days or, failing such agreement shall be selected by the Centre for Effective Dispute Resolution or such other similar body as may be agreed within the following fourteen (14) days,. Decisions of the mediator shall be final and binding. The fees of the mediator shall be borne by the Parties in such proportions as may be determined by the mediator.
5. If either party does not agree with any dispute being referred for resolution in accordance with clause 4, then the dispute shall be determined by the Courts in accordance with clause 6.
6. The construction, validity and performance of the Contract shall be governed by English law and the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the Common Seals of the Registered Provider and the Council have been hereunto affixed but so that this Deed shall not take effect until it has been dated the day and year first above written

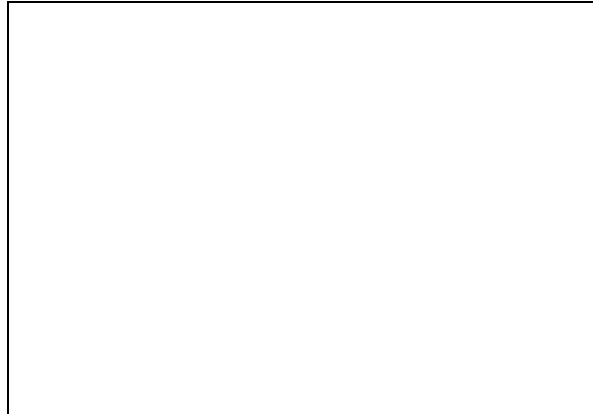
EXECUTED as a deed by affixing the Common seal of **RP NAME** in the presence of:

Authorised Signatory



EXECUTED as a deed by affixing the Common seal of **WEALDEN DISTRICT COUNCIL** in the presence of:

Authorised Signatory



APPENDIX 1 - HOUSING UNITS

**APPENDIX 2 -
PLANS OF HOUSING UNITS**

SCHEDULE 4

SANG

The Owners covenant with the Council as follows:

Part 1 - SANG Works

1. Prior to Occupation of any Dwelling to:
 - 1.1 submit the SANG Management Plan (which shall include the figure of the proposed SANG Maintenance Funding Payment and the Initial SANG Maintenance Funding Payment) to the Head of Planning and Environmental Services for written approval;
 - 1.2 carry out and complete the SANG Works so as to lay out the SANG on the SANG Land in accordance with the SANG Specification and to obtain a Confirmation of Completion;
 - 1.3 complete the freehold transfer of the SANG Land to the Council (but if the Owners have offered to transfer the SANG Land to the Council and are ready willing and able to complete the transfer of the SANG Land but where the transfer has not been completed within five (5) months then the Council shall not take any action against the Owners in respect of the Dwelling restriction in Paragraphs 1 and 2 of this Schedule SAVE THAT the obligation to transfer the SANG Land and to pay the Initial SANG Maintenance Funding Payment shall still be enforceable against the Owners; and
 - 1.4 to pay the Initial SANG Maintenance Funding Payment to the Council on completion of the transfer pursuant to Paragraph 1.3.
2. Not to cause or permit Occupation of any Dwelling unless and until:
 - 2.1 the SANG Management Plan (and figure of the SANG Maintenance Funding Payment and the Initial SANG Maintenance Funding Payment) has been approved by the Head of Planning and Environmental Services;
 - 2.2 the SANG Works on the SANG Land have been completed in line with the SANG Specification and the Confirmation of Completion Date has occurred; and
 - 2.3 the freehold ownership of the SANG Land has been transferred to the Council in accordance with the terms of this Schedule, and the Council has received payment of the Initial SANG Maintenance Funding Payment.

3. Upon practical completion of the SANG Works, to serve a written completion notice on the Head of Planning and Environmental Services and request an inspection of the SANG Works in order to obtain the Confirmation of Completion (and the Council shall procure that such inspection shall occur within 15 (fifteen) Working Days of the Head of Planning and Environmental Services' receipt of said notice).
4. Where the Head of Planning and Environmental Services (following inspection pursuant to Paragraph 3 above) is satisfied that the SANG Works have been satisfactorily completed he shall issue the Confirmation of Completion as soon as reasonably practicable.
5. If, following the inspection pursuant to Paragraph 3 above, the Head of Planning and Environmental Services notifies the Owners that he considers there are defects in any of the SANG Works or that the SANG Works do not accord with the SANG Specification or the Planning Permission, upon receipt of written notification from the Head of Planning and Environmental Services to the Owners in detail stating what actions need to be taken by the Owners to remedy the matters raised in the notice, the Owners shall complete such remedial works within such reasonable time period as may be specified in the notice (to be not less than 28 (twenty-eight) days) and as soon as reasonably practicable. The Owners shall thereafter notify the Head of Planning and Environmental Services who shall arrange for the further inspection of the SANG Works and the provisions set out above shall apply until the Confirmation of Completion Date.
6. In the event that notification from the Head of Planning and Environmental Services pursuant to Paragraph 4 or 5 has not been received by the Owners within 3 (three) calendar months of service of a valid notice by the Owners pursuant to Paragraph 4 or if the Owners dispute the identification of defects and/or actions needed to remedy defects then the Owners may notify the Council that a dispute exists and the matter as to whether the SANG Works have been satisfactorily completed in accordance with the SANG Specification and Planning Permission will be determined pursuant to the Disputes procedure in Clause 10 of this Deed.
7. From the Confirmation of Completion Date, to maintain in a good and workmanlike manner the SANG Works in accordance with the SANG Specification and approved SANG Management Plan for the lifetime of the Development.

Part 2 – Transfer

8. Prior to Commencement of Development to offer to transfer the freehold interest in the SANG Land to the Council on the terms set out in Part 5 of this Schedule.
9. Not to cause or permit Commencement of Development unless and until the Council has received an offer for the transfer the freehold interest in the SANG Land to it on the terms set out in Part 5 of this Schedule and (subject to taking the transfer of the SANG Land) has received payment of the Initial SANG Maintenance Funding Payment.
10. To pay to the Council annually in twice yearly payments the SANG Service Charge (and for the avoidance of doubt, the SANG Service Charge shall not be collected from the Affordable Housing Units).
11. The Management Company shall be a party to the SANG Land Transfer to the Council and the SANG Land Transfer shall contain a covenant by the Management Company for the benefit of the Council that the Management Company shall pay the SANG Service Charge in accordance with the Owners' obligation under this Schedule.

Part 3 – SANG Use

12. Not to cause or permit Occupation of any Dwelling unless and until the SANG Land is open to the public for public recreational use.
13. From Occupation of the first Dwelling to be Occupied from the Confirmation of Completion Date and throughout the lifetime of the Development:
 - (a) not to use or permit or allow to be used the SANG Land for any purpose other than for public recreational use and access and not to use the said area for any trade or business or residential development;
 - (b) to allow all members of the public, without having to obtain any consent or pay any sum, access at all times to the SANG Land for the purpose of recreational use; and
 - (c) to manage, insure and maintain the SANG Land free of obstructions and in a clean, tidy and safe condition at all times in accordance with the SANG Management Plan and SANG Specification.

Part 4 - SANG Service Charge

14. The Council shall prepare an estimate of the SANG Service Charge in respect of each calendar year and submit it in writing to the Management Company.
15. The Management Company shall be entitled to challenge the proposed SANG Service Charge pursuant to Clause 10 of this Deed if the Management Company consider the estimate referred to in Paragraph 10 to be unreasonable.
16. Any challenge by the Management Company given pursuant to Paragraph 11 shall be by written notice served on Head of Planning and Environmental Services within 20 (twenty) Working Days of receipt of the SANG Service Charge estimate referred to in Paragraph 14 and shall be determined pursuant to Clause 10 of this Deed.

Part 5 – Transfer terms

17. The transfer of the SANG Land to the Council pursuant to this Schedule shall be for nil consideration and contain (unless otherwise agreed in writing by the Council):
 - (a) Specified Terms;
 - (b) a restrictive covenant that the SANG Land may not be used for any purpose other than for public recreational use and access and not to use the said area for any trade or business or residential development public open space and an obligation on the transferee to secure the on-going management and maintenance of the same;
 - (c) an obligation to perform and comply with the relevant SANG Management Plan approved pursuant to this Schedule (as varied or amended in writing by the Council from time to time);
 - (d) an obligation to permit full and free public use of each area of SANG Land from such time as it is provided and laid out in accordance with the SANG Management Plan approved pursuant to this Schedule;
 - (e) an obligation to put in place and thereafter maintain for 100 (one hundred) years adequate public liability insurance (with a limit of at least £10 million a claim) in respect of the SANG Land;

- (f) an obligation to use the SANG Service Charge and the Initial SANG Maintenance Funding Payment for the purposes of management and maintenance of the SANG Land; and
- (g) the same terms so far as may be appropriate for such transfer as set out in Schedule 2 which shall apply mutatis mutandis to the transfer.

SCHEDULE 5
ANCIENT WOODLAND

The Owners covenant with the Council as follows:

Part 1 – Ancient Woodland Works and Management Plan

1. Prior to Commencement of Development, to submit the Ancient Woodland Management Plan (which shall include the figure of the proposed Initial Ancient Woodland Maintenance Funding Payment and detail of the proposed Management Company) to the Council for written approval by the Head of Planning and Environmental Services.
2. Not to cause or permit the Commencement of Development unless and until the Ancient Woodland Management Plan (including the figure of the Initial Ancient Woodland Maintenance Funding Payment) and the proposed Management Company have been approved in writing by the Head of Planning and Environmental Services.
3. Upon practical completion of the Ancient Woodland Works, to serve a written completion notice on the Head of Planning and Environmental Services and request an inspection of the Ancient Woodland Works in order to obtain the Confirmation of Completion (and the Council shall procure that such inspection shall occur within 15 (fifteen) Working Days of the Head of Planning and Environmental Services' receipt of said notice).
4. Where the Head of Planning and Environmental Services (following inspection pursuant to Paragraph 3 above) is satisfied that the Ancient Woodland Works have been satisfactorily completed he shall issue the Confirmation of Completion as soon as reasonably practicable following his inspection.
5. If, following his inspection pursuant to Paragraph 4 above, the Head of Planning and Environmental Services notifies the Owners that he considers there are defects in any of the Ancient Woodland Works or that the Ancient Woodland Works do not accord with the Ancient Woodland Specification or the Planning Permission, upon receipt of written notification from the Head of Planning and Environmental Services to the Owners in detail stating what actions need to be taken by the Owners to remedy the matters raised in the notice, the Owners shall complete such remedial works within such reasonable time period as may be specified in the notice (to be not less than 28 (twenty-eight) days) and as soon as reasonably practicable. The Owners shall thereafter notify the Head of Planning and

Environmental Services who shall arrange for the further inspection of the Ancient Woodland Works and the provisions set out above shall apply until the Confirmation of Completion Date.

6. In the event that notification from the Head of Planning and Environmental Services pursuant to Paragraph 4 or 5 has not been received by the Owners within 3 (three) calendar months of service of a valid notice by the Owners pursuant to Paragraph 3 or if the Owners dispute the identification of defects and/or actions needed to remedy defects then the Owners may notify the Council that a dispute exists and the matter as to whether the Ancient Woodland Works have been satisfactorily completed will be determined pursuant to the Disputes procedure in Clause 10 of this Deed.
7. From the Confirmation of Completion Date, to maintain in a good and workmanlike manner the Ancient Woodland Works in accordance with the Ancient Woodland Management Plan for the lifetime of the Development.

Part 2 – Transfer

8. Not to cause or permit Occupation of any Dwelling unless and until:
 - (a) the Ancient Woodland Works on the Ancient Woodland Areas have satisfactorily completed such that the Confirmation of Completion Date has occurred;
 - (b) the freehold interest in the Ancient Woodland Areas has been transferred to the approved Management Company on the terms set out in Part 4 of this Schedule;
 - (c) the Initial Ancient Woodland Maintenance Funding Payment has been paid in full to the approved Management Company; and
 - (d) evidence of said transfer and payment has been provided to the Head of Planning and Environmental Services.
9. To procure the payment of the Ancient Woodland Service Charge for 100 (one hundred) years to the approved Management Company annually in twice yearly instalments from the date of said transfer (and for the avoidance of doubt, the Ancient Woodland Service Charge shall not be collected from the Affordable Housing Units) for the purpose of the on-going management and maintenance of the Ancient Woodland Areas as required by Part 3 of this Schedule.
10. In the event of the failure of the Owners to maintain the Ancient Woodland Areas in accordance with Part 3 of this Schedule, the Head of Planning and Environmental Services

shall (after providing the Owners or the Management Company with a reasonable period of time to rectify any identified failure to comply with its obligations which shall be specified in a written notice) have the option at its own discretion to step in and to manage and maintain the Ancient Woodland Areas and recover the costs of doing so from the Owners (which may be the Management Company) including any unspent and on-going Initial Ancient Woodland Maintenance Funding Payment and Ancient Woodland Service Charge which shall be recoverable as a simple debt.

11. Not to transfer the Ancient Woodland Areas otherwise than in accordance with the provisions of this Schedule.

Part 3 - Management and maintenance

12. From the Confirmation of Completion Date and for the lifetime of the Development, to retain, manage and maintain in a good and workmanlike manner the Ancient Woodland Works and the Ancient Woodland Areas as ancient woodland and in accordance with the Ancient Woodland Specification and approved Ancient Woodland Management Plan.

Part 4 – Transfer Terms

13. Any transfer of the Ancient Woodland Areas pursuant to this Schedule shall be for nil consideration and contain (unless otherwise agreed in writing by the Council):
 - a. Specified Terms;
 - b. a restrictive covenant that the Ancient Woodland Areas may not be used for any purpose other than as an ancient woodland with no access to the general public or use of the said area for any trade or business or residential development and an obligation on the transferee to secure the on-going management and maintenance of the same;
 - c. an obligation to perform and comply with the relevant Ancient Woodland Management Plan approved pursuant to this Schedule (as varied or amended in writing by the Council from time to time);
 - d. an obligation to put in place and thereafter maintain adequate public liability insurance (with a limit of at least £10 million a claim) in respect of the Ancient Woodland Areas;

- e. an obligation to use the Ancient Woodland Service Charge and the Initial Ancient Woodland Maintenance Funding Payment for the purposes of management and maintenance of the Ancient Woodland Areas; and
- f. the same terms so far as may be appropriate for such transfer as set out in Schedule 2 which shall apply mutatis mutandis to the transfer.

SCHEDULE 6

SAMMS Contribution

The Owners covenant with the Council as follows:

1. To pay to the Council the SAMMS Contribution at a time of the Owners' choosing before the Commencement of Development together with any interest or Indexation payable under this Deed UNLESS the Council has received a Relevant CIL Payment prior to the Commencement of Development; and
2. Subject to the Council not having received a Relevant CIL Payment prior to the Commencement of Development, not to Commence the Development until the SAMMS Contribution has been paid to the Council together with any interest and Indexation payable under this Deed.
3. In the event that the number of Dwellings to be provided as part of the Development increases after Commencement of the Development (due to reasons including but not limited to Commencement of an alternative Reserved Matters Approval or variation of the Planning Permission):
 - (a) prior to Occupation of more than 75% (seventy-five per cent) of Dwellings to be Occupied, to pay to the Council the SAMMS Contribution in respect of all additional Dwellings in the Development together with any interest or Indexation payable under this Deed UNLESS the Council has received a Relevant CIL Payment in respect thereof; and
 - (b) not to Occupy the final 25% (twenty-five per cent) of Dwellings to be Occupied until the SAMMS Contribution have been paid to the Council in respect of all additional Dwellings in the Development together with any interest and Indexation payable under this Deed.

SCHEDULE 7

Self-Build and Custom-Build Housing

The Owners covenant with the Council as follows:

Self-Build and Custom-Build Plots Scheme

1. Prior to the Commencement of Development, to submit to the Council for approval the Self-Build and Custom-Build Plots Scheme (which shall include the Marketing Strategy).
2. Not to Commence Development unless and until the Self-Build and Custom-Build Plots Scheme (which shall include the Marketing Strategy) has been approved in writing by the Council.

Provision and use of Self-Build and Custom-Build Plots

3. To provide the Self-Build and Custom-Build Plots as part of the Development:
 - (a) in a Serviced state; and
 - (b) in accordance with the approved Self-Build and Custom-Build Plots Scheme.
4. Not to cause or permit Occupation of more than 50% (fifty per cent) of the Private Dwelling Units unless and until all of the Self-Build and Custom-Build Plots have been:
 - (a) laid out;
 - (b) in a Serviced state; and
 - (c) provided in accordance with this Deed and the approved Self-Build and Custom-Build Plots Scheme.
5. Not to cause or permit the disposal, use or Occupation of the Self-Build and Custom-Build Plots other than as Self-Build and Custom-Build Unit, unless Paragraph 10 applies.

Marketing

6. To market and advertise the availability for Disposal of the Self-Build and Custom-Build Plots during the Marketing Period in accordance with the Marketing Strategy set out in the approved Self-Build and Custom-Build Plots Scheme.

Terms of Disposal

7. To act reasonably and in good faith throughout the marketing and negotiation of the Disposal of the Self-Build and Custom-Build Plots to purchasers.
8. The Disposal of each Self-Build and Custom-Build Plot shall be:
 - (a) subject to the same terms as set out in Schedule 2 which shall apply mutatis mutandis to the Self-Build and Custom-Build Plot;
 - (b) for the purpose of developing a Self-Build and Custom-Build Unit;
 - (c) Disposed of in a Serviced state; and
 - (d) in accordance with the information approved by the Council as part of the Marketing Strategy.

Release

9. If at the expiration of the Marketing Period any Self-Build and Custom-Build Plots have not been Disposed of, the Owners shall:
 - (a) provide evidence to the Council that the approved Marketing Strategy has been carried out for the Marketing Period;
 - (b) provide evidence to the Council that it has acted reasonably in any negotiations for the Disposal of the remaining Self-Build and Custom-Build Plots; and
 - (c) promptly provide to the Council any further evidence that the Council reasonably requires.
10. Upon receipt of the evidence provided at Paragraph 9 above, the Council shall (having sought an Independent Assessment if it so elects) in writing either:

- (a) if it is satisfied with the evidence provided, the Council shall confirm that the Owner shall no longer be required to comply with the obligations in this Schedule for the remaining plot(s) to be provided as Self-Build and Custom-Build Plots and shall be free to develop them as Private Dwelling Units; or
 - (b) if it is not satisfied with the evidence provided, the Council shall require acting reasonably an extension to the Marketing Period.
- 11. Where Paragraph 10(b) applies, the Owner shall continue to market and advertise the availability for Disposal of the Self-Build and Custom-Build Plots in accordance with the Marketing Strategy set out in the approved Self-Build and Custom-Build Plots Scheme for the further period as set out by the Council in writing.
- 12. Upon the expiration of the further period(s) of marketing as required by Paragraph 10(b), the provisions of Paragraphs 9, 10 and 11 shall continue to apply to the Owner.
- 13. To pay the reasonable and proper costs incurred by the Council in connection with any Independent Assessment within 10 (ten) Working Days of the Council's invoice.

SCHEDULE 8

Green Infrastructure (Excluding SANG Land and Ancient Woodland)

The Owners covenant with the Council as follows:

Part 1 – Creating the Green Infrastructure

1. To provide the Green Infrastructure within the Development in accordance with the approved Green Infrastructure Scheme.
2. To transfer the On-Site Green Infrastructure to the Management Company in accordance with Part 3 of this Schedule with arrangements in place which are financially viable to secure that it shall be properly maintained for the lifetime of the Development by said Management Company and provide a certified copy of said transfer and details of those arrangements to the Council.
3. Not to cause or permit the use of any part of the Playing Space unless the Council has been provided with a copy of the ROSPA Certificate relating to said Playing Space.

Part 2 – Retaining the Green Infrastructure

4. Not to cause or permit the use of the On-Site Green Infrastructure other than as open space with full and free access to the public in perpetuity.
5. At its own expense to maintain adequate public liability insurance (with a limit of at least £10 million a claim) in relation to such areas and to keep the On-Site Green Infrastructure in accordance with the provisions of this Schedule and the relevant approved Green Infrastructure Scheme.

Part 3 – Transfer terms

6. Any transfer to the Management Company pursuant to this Schedule shall be for nil consideration and contain (unless otherwise agreed in writing by the Council):
 - (a) Specified Terms;
 - (b) a restrictive covenant that the On-Site Green Infrastructure may not be used otherwise than as public open space and an obligation on the transferee to secure

the on-going management and maintenance of the same;

- (c) an obligation to perform and comply with the relevant Green Infrastructure Scheme approved pursuant to this Schedule (as varied or amended in writing by the Council from time to time);
- (d) an obligation to permit full and free public use of each area of On-Site Green Infrastructure from such time as it is provided and laid out in accordance with the relevant Green Infrastructure Scheme approved pursuant to this Schedule;
- (e) an obligation to put in place and thereafter maintain adequate public liability insurance (with a limit of at least £10 million a claim) in respect of the On-Site Green Infrastructure; and
- (f) the same terms so far as may be appropriate for such transfer as set out in Schedule 2 which shall apply mutatis mutandis to the transfer.

Part 4 – Youth and Adult Playing Space Contribution

- 7. This Part 4 shall apply in the event that the Youth and Adult Play Space is not being provided on the Development as part of the On-Site Green Infrastructure.
- 8. Prior to Occupation of any Dwellings, to pay to the Council the Youth and Adult Playing Space Contribution in respect of all Dwellings in the Development together with any interest or Indexation payable under this Deed.
- 9. Not to Occupy any Dwellings until the Youth and Adult Playing Space Contribution in respect of all Dwellings in the Development has been paid to the Council together with any interest and Indexation payable under this Deed.
- 10. In the event that the number of Dwellings to be provided as part of the Development increases after Commencement of the Development (due to reasons including but not limited to Commencement of an alternative Reserved Matters Approval or variation of the Planning Permission):
 - (a) to pay to the Council the Youth and Adult Playing Space Contribution in respect of all additional Dwellings in the Development together with any interest or Indexation payable under this Deed; and

- (b) not to Occupy the final 25% (twenty five per cent) of Dwellings to be Occupied until the Youth and Adult Playing Space Contribution has been paid to the Council in respect of all additional Dwellings in the Development together with any interest and Indexation payable under this Deed.

SCHEDULE 9

Management Company

The Owners covenant with the Council as follows:

1. To submit to the Council prior to Commencement of the Development a Management Company Structure Scheme for approval.
2. Not to Commence Development until the Council has approved the Management Company Structure Scheme.
3. To procure that the Management Company uses its reasonable endeavours to enforce the obligation of an owner of a Dwelling to pay a service charge (which shall include the Service Charge and the SANG Service Charge and the Ancient Woodland Service Charge (if relevant)) to the Management Company.
4. Not to transfer or grant a long lease of any Dwelling or to sell or cause or permit any Dwelling to be sold other than by way of a transfer or long lease that includes (or has supplemental to it):
 - (a) a covenant from the transferee or lessee of any Dwelling to contribute a fair and reasonable proportion by way of service charge towards the costs of maintaining and managing the Managed Land by the Management Company (save that any transferee or lessee of an Affordable Housing Unit will not be required to contribute towards the Ancient Woodland Service Charge);
 - (b) a covenant from the transferee or lessee of any Dwelling (other than an Affordable Housing Unit) for the benefit of the Council to the Council (or its nominee) a fair and reasonable proportion towards the SANG Service Charge (such sums to be collected by the Management Company and transferred to the Council as directed by the Council);

- (c) a covenant from the transferee or lessee of any Dwelling to pay the service charges outlined in paragraphs (a) and (b) of this Paragraph 4 twice yearly as may be prescribed in the transfer or the lease the first payment (or a proportionate part thereof) to be made on the date of the relevant transfer or lease;
 - (d) a covenant from the transferee or lessee of any Dwelling with the Management Company to comply with the covenants at Paragraphs 4(a) – (d) (inclusive) together with an obligation to require a deed of covenant from successors in title to the Dwelling to comply with the said covenants such obligation to be subject to a restriction on the registered title preventing any disposition without certifying compliance with this requirement; and
 - (e) a covenant by the Management Company covering maintenance and management of the Managed Land through the Management Company in accordance with the approved Management Company Structure Scheme (if appropriate) and to use any service charge received from the transferee or lessee of any Dwelling for such management and maintenance but for the avoidance of doubt if the Occupation of a Dwelling is to be under a lease or tenancy in each case for less than 125 (one hundred and twenty five) years, the covenant to contribute to an service charge may be given by the owner of a reversionary interest.
5. To maintain adequate public liability insurance for the Managed Land for the lifetime of the Development.

SCHEDULE 10

Highways

The Owners covenant with the Council as follows:

PART 1

Section 278 Agreement(s)

1. Prior to Commencement of Development the Owners shall enter into the Section 278 Agreement(s) with the County Council paying all of the County Council's proper and reasonable legal costs relating to the Section 278 Agreement(s).
2. The Owners shall not Commence or cause or allow Commencement of Development until they have entered into the Section 278 Agreement(s) with the County Council to secure the carrying out of the Highways Works.
3. Prior to Occupation of the Development the Owners will complete the Highways Works in accordance with the provisions of the Section 278 Agreement(s).
4. The Owners shall not Occupy or cause or allow the Occupation of the Development until they have completed the Highways Works in accordance with the provisions of the Section 278 Agreement(s).

PART 2

Section A – Off-Site Highway Works

The Off-Site Highway Works are to include:

- a) shared footway/cycleway on Bird in Eye Hill and crossing provision;
- b) street lighting scheme;
- c) improvements to 2 (two) bus stops adjacent to the hospital junction on Framfield Road to include shelters, seating, real time bus information boards and bus cage markings; and
- d) footway crossing enhancements to include dropped kerbs and tactile crossing provisions on 4 (four) junctions on Framfield Road

together with any ancillary works reasonably required by the Director in connection with the Off-Site Highway Works.

Section B – On-Site Highway Works

The On-Site Highway Works are to include

- a) roundabout and mini roundabout including lighting scheme;
- b) shared footway/cycleway
- c) dedication of land as adoptable highway

together with any ancillary works reasonably required by the Director in connection with the Off-Site Highway Works.

PART 3

Travel Plan

Section A - Travel Plan Auditing Fee

1. Prior to Occupation of the Development to pay to the Council the Travel Plan Auditing Fee together with any Interest or Indexation payable under this Deed.
2. Not to Occupy the Development until the Travel Plan Auditing Fee has been paid to the Council together with any Interest or Indexation payable under this Deed.

Section B – Travel Plan Covenants

1. Prior to the first Occupation of any Dwelling to prepare and submit to the Council and County Council a draft travel plan (“the Draft Travel Plan”) such plan to be based on and consistent with the analysis contained in the Transport Assessment submitted in support of the planning application and dated July 2024.
2. Not to Occupy or cause or allow to be Occupied any Dwelling until the Draft Travel Plan has been approved in writing by the Council or County Council as the travel plan (“the Travel Plan”).

3. To use reasonable endeavours to achieve the objectives set out in the Travel Plan (“the Travel Plan Objectives”) and on the Occupation of 25% (twenty five per cent) of the Dwellings to be Occupied to submit to the Council and County Council base line data and thereafter monitoring information (data and report) in accordance with the methodology(ies) detailed in the Travel Plan. To identify measures and initiatives to achieve the Travel Plan Objectives including (but not limited to):-
 - 3.1 e-bike hire;
 - 3.2 car club provision;
 - 3.3 a £150 (one hundred and fifty pounds) flexible sustainable travel voucher per Dwelling for use on bus tickets, train tickets, car club mileage, cycle equipment and shopping deliveries
 - 3.4 a £105 (one hundred and five pounds) bicycle hire voucher per Dwelling).
4. If the monitoring information submitted shows that the Travel Plan Objectives are not being achieved then after each monitoring of the Travel Plan to implement further suitable measures and initiatives in agreement with the Council or County Council to achieve the Travel Plan Objectives before the next monitoring surveys.
5. Prior to Occupation of the first (1st) Dwelling to be Occupied the Owners and a bondsman satisfactory to the County Council shall enter into a bond in such form as shall have been approved by the County Council acting reasonably guaranteeing the provision of targets in the Travel Plan (“the Travel Plan Bond”).
6. Not to Occupy or cause or allow the Occupation of any Dwelling unless and until the Travel Plan Bond has been completed and provided to the County Council.
7. The amount of the Travel Plan Bond shall be £150 (one hundred and fifty pounds) per Dwelling as approved by Reserved Matters Approval.
8. If in the reasonable opinion of the County Council the Travel Plan Objectives are not being met and the Owners have been given reasonable opportunity to rectify this (including implementing further measures and initiatives) the Travel Plan Bond may be drawn on by the County Council in order to implement such further measures as are reasonably required by the County Council to achieve the implementation of the Travel Plan.
9. If either at the end of the period of the Travel Plan sustainable targets are met or if the Travel Plan Bond is not drawn upon after 5 (five) years following Occupation of the final Dwelling to be Occupied the Travel Plan Bond may be released.

Section C - Mobility Hub Obligations

1. Prior to Commencement of Development the Owners shall submit the Mobility Scheme to the Council and County Council for approval.
2. The Owners shall not Commence or cause or allow the Commencement of Development until it has submitted the Mobility Scheme to the Council and County Council for approval.
3. Prior to the Occupation of any more than 25% (twenty-five percent) of the Dwellings to:
 - 3.1 lay out the Mobility Hub in accordance with the Mobility Scheme as duly approved by the Council and County Council; and
 - 3.2 transfer the freehold ownership of the Mobility Hub to the Management Company.
4. The Owners shall not Occupy or cause or allow the Occupation of more than 25% (twenty-five per cent) of the Dwellings unless and until the Mobility Hub has been:
 - 4.1 laid out in accordance with the Mobility Scheme as duly approved by the Council and County Council; and
 - 4.2 transferred into the freehold ownership of the Management Company.
5. Thereafter to maintain and retain the Mobility Hub on the part of the Development which is located solely for that purpose and to ensure that the Mobility Hub shall remain open and accessible to both residents and non-residents of the Development in accordance with the approved Mobility Scheme.

PART 4 – Signal Optimisation System Contribution

1. Prior to Commencement of Development to pay to the Council the Signal Optimisation System Contribution together with any Interest or Indexation payable under this Deed.
2. Not to Commence Development until the Signal Optimisation System Contribution has been paid to the Council together with any Interest or Indexation payable under this Deed.

PART 5 – Traffic Regulation Order Fee

1. Prior to Commencement of Development to pay to the Council the Traffic Regulation Order Fee together with any Interest or Indexation payable under this Deed.
2. Not to Commence Development until the Traffic Regulation Order Fee has been paid to the Council together with any Interest or Indexation payable under this Deed.

PART 6 – Electric Car Club

The Owners covenant with the Council as follows:

1. Not to Occupy or cause or permit Occupation of the first (1st) Dwelling to be Occupied until such time as:
 - (a) the Owners have entered into an agreement with a Car Club Operator operating in the vicinity of the Development to provide a minimum of 1 (one) electric Car Club vehicle available to Car Club Members for 2 (two) years together with £50 (fifty pounds) worth of drive time per Dwelling; and
 - (b) the Owners have submitted to the Council and County Council for approval details of how it and/or the Car Club Operator will publicise the Car Club to potential Occupiers and Occupiers of the Development in accordance with Paragraph 2 of this Schedule.
2. Within 14 (fourteen) days of first (1st) Occupation of each Dwelling to notify the Occupiers of that Dwelling of:
 - (a) the availability of the Car Club; and
 - (b) their entitlement to 2 (two) years free membership of the Car Club (one free membership per Dwelling) and £50 (fifty pounds) worth of drive time per Dwellingand to notify the Council and County Council in writing that they have done so PROVIDED THAT the Owners shall not be required to respond to more than 1 (one) request every 6 (six) months.
3. To:
 - (a) give to the Council and County Council 14 (fourteen) days' written notice prior to entering into an agreement with the Car Club Operator of the details of the agreement for approval by the Council or County Council and to provide with that notice details of such Car Club Operator and the date of commencement of the Car Club; and

- (b) provide the first Occupiers of the Development who request it free membership of the Car Club for 2 (two) years commencing on the date upon which they first Occupy the relevant Dwelling PROVIDED THAT the first Occupier of the relevant Dwelling:
 - (i) has confirmed to the Owners that it wishes to accept the Car Club membership;
 - (ii) the Owners are only under an obligation to provide up to one such free membership per Dwelling and
 - (iii) the Occupier is legally entitled to drive a motor vehicle.
- 4. If the Car Club Operator ceases to provide a Car Club to serve the Development and more than 3 (three) months remain of any 2 (two) year Car Club membership to use reasonable endeavours to enter into an agreement with an alternative Car Club Operator for the balance of the originally contracted term PROVIDED THAT this Part 6, Schedule 10 shall cease to apply and have no effect where there is 3 (three) months or less to run of any 2 (two) year period within which Occupiers are entitled to Car Club membership.

PART 7 – Bus Service Contribution

- 1. To pay to the Council fifty percent (50%) of the Bus Service Contribution on or before each of the following Due Dates:-
 - 1.1 Prior to Commencement of Development; and
 - 1.2 The first anniversary of the date of payment pursuant to Paragraph 1.1 of this Part 7 of Schedule 10.
- 2. Not to:-
 - 2.1 Commence Development or cause or allow Development to be Commenced until the first instalment of the Bus Service Contribution as identified in Paragraph 1.1 of this Part 7 of Schedule 10 shall have been paid to the Council in full; and
 - 2.2 Occupy or cause or allow the Occupation of any more Dwellings after the first anniversary of the date of the payment made pursuant to Paragraph 1.1 of Part 7 of Schedule 10 until the second instalment of the Bus Service Contribution as identified in Paragraph 1.2 of this Part 7 of Schedule 10 shall have been paid to the Council in full.

PART 8 – Speed Limit

1. Within one (1) month of the implementation of the Traffic Regulation Order to carry out a speed survey and submit the results of the survey to the County Council upon completion of that survey.
2. If in the reasonable opinion of the Director the speed survey shows that the Traffic Regulation Order has not reduced the speed of vehicles to the limits imposed by the Traffic Regulation Order so is not self-enforcing, the Owners shall forthwith identify and implement additional measures as agreed with the Director to ensure that vehicle speeds are sufficiently reduced.

SCHEDULE 11

The Council's Obligations

The Council covenants with the Owners:

Contributions

1. To use all the SAMMS Contribution towards the SAMMS for the purpose of mitigation of the additional recreational pressures to the Ashdown Forest SPA relating to the Development.
2. To use all the Youth and Adult Playing Space Contribution (if paid) towards play space in the District of Wealden.
3. Upon written request, the Council will pay from the County Contributions to the County Council such sums from its constituent contributions which the County Council has authorised to be expended for their purposes.
4. If any part of the sums comprising the County Contributions paid to the Council have not been paid to the County Council within 10 (ten) years of the date of receipt by the Council, upon written request the Council shall repay any such remaining sum to the party who made that payment.

SANG

5. Subject to the completion of the SANG Land Transfer and receipt of the Initial SANG Maintenance Funding Payment and the SANG Service Charge to use the Initial SANG Maintenance Funding Payment and the SANG Service Charge for the purposes of managing and maintaining the SANG Land in accordance with the SANG Management Plan.
6. Subject to receipt of the SANG Service Charge, to maintain and insure the SANG Land at all times with the SANG Land kept in good order with any necessary trimming or lopping or replanting undertaken in accordance with the SANG Specification and the SANG Management Plan PROVIDED THAT reasonable amendments to the SANG Specification and the SANG Management Plan shall be permitted to be made by subsequent written agreement with the Head of Planning and Environmental Services.
7. To prepare an estimate of the SANG Service Charge in respect of each calendar year to be submitted to the Management Company.

Appendix 1

Payment Notice

Deed of Agreement Details	
Application Site address	
Application	
Date of original Deed of Agreement[under S106 of the Town and Country Planning Act 1990]	
Date of variation of original Deed of Agreement [where relevant]	
Parties to: 1. original Deed of Agreement 2. variation [where relevant]	

Payee Details	
Payee [name, address and reference]	
Payee's relationship to the Parties to the Deed of Agreement	

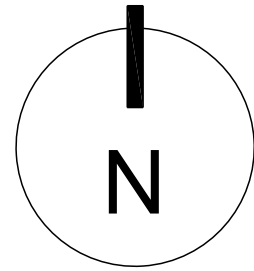
Appendix 2

Site Plan



KEY

- Site Boundary
- Area of Bird in Eye Farm not part of the planning application
- Ancient Woodland Area West
- Ancient Woodland Area South



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Rev: F 16/07/2025 Extent of ancient woodland amended to follow the north edge of the western end of the southern footpath.
Rev: E 16/07/2025 Red line revised in S.E. corner to match Location Plan line.
Rev: D 08/07/2025 Red line revised to exclude the ancient woodland.
Rev: C 01/07/2025 Red line revised to follow the northern side of the track on the southern boundary & include all the single & double-hatched Ancient woodland.
Rev: B 30/06/2025 Double-hatched Ancient woodland area extended.
Rev: A 19/06/2025 Ancient woodland areas added.

1:1250 @ A1

croudacehomes

R Paul Brown RIBA Chartered Architect
14 Weymede, Green Lane, Byfleet, Surrey, KT14 7DG
T: 01932 349946 M: 07443 417 952

Land at Bird in Eye Farm, South of Bird in Eye Hill,

UCKFIELD

S106 Agreement Site Location Plan

Ref: PRB/BIE/301F

Jun 2025

Appendix 3

Veteran Tree Plan

TS - 'Section 2'

Form No.	Species	Life Stage	EPS Rating (n)	EPS Area (n)
G10	Great tit	M	15	172
G11	English oak	M	15	152
G12	English oak	M	15	152
G13	Field	M	15	152
G14	Field	M	15	152
G15	Common ash	M	15	170
G16	English oak	M	15	170
G17	English oak	M	15	170
G18	English oak	M	15	170
G19	English oak	M	15	170
G20	English oak	M	15	170
G21	English oak	M	15	170
G22	English oak	M	15	170
G23	English oak	M	15	170
G24	English oak	M	15	170
G25	English oak	M	15	170
G26	English oak	M	15	170
G27	English oak	M	15	170
G28	English oak	M	15	170
G29	English oak	M	15	170
G30	English oak	M	15	170
G31	English oak	M	15	170
G32	English oak	M	15	170
G33	English oak	M	15	170
G34	English oak	M	15	170
G35	English oak	M	15	170
G36	English oak	M	15	170
G37	English oak	M	15	170
G38	English oak	M	15	170
G39	English oak	M	15	170
G40	English oak	M	15	170
G41	English oak	M	15	170
G42	English oak	M	15	170
G43	English oak	M	15	170
G44	English oak	M	15	170
G45	English oak	M	15	170
G46	English oak	M	15	170
G47	English oak	M	15	170
G48	English oak	M	15	170
G49	English oak	M	15	170
G50	English oak	M	15	170
G51	English oak	M	15	170
G52	English oak	M	15	170
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G94	English oak	M	15	170
G95	English oak	M	15	170
G96	English oak	M	15	170
G97	English oak	M	15	170
G98	English oak	M	15	170
G99	English oak	M	15	170
G100	English oak	M	15	170



Note: The original of this drawing was produced in colour – a monochrome copy should not be relied upon. This drawing should be interpreted with reference to the accompanying tree schedule and written advice



Land at Bird in Eye Farm

Tree Survey & Constraints Plan

SCALE	1:1250 @ A0		DRAWING NUMBER		BHA_741_01
DRAWN BY	SD	APPROVED BY	RH	REVISION	C
				SHEET	-
				DATE	15/07/2024

LAYOUT USED WITHIN DRAWING	N/A
CLIENT	Crowdace Home
COORDINATE SYSTEM / DATUM	British National Grid / Newlyn Datum (AOD)
© Crown copyright, All rights reserved, 2024 Ordnance Licence number: 1000267264.	

 **Barton Hyett Associates**
Arboreal/Cultural Consultants

Tel: 01386 576161 Website: www.bhpa.co.uk
Address: Office 5E, Deer Park Business Centre,
Boscombe, Poole, Dorset BH12 4JN

Appendix 4

Draft Supplemental Section 106 Agreement

DATED

202

WEALDEN DISTRICT COUNCIL (1)

-and-

XX (2)

-and-

XX LIMITED (3)

**SUPPLEMENTAL
PLANNING OBLIGATION BY
DEED OF AGREEMENT
pursuant to Section 106 of
the Town and Country Planning Act 1990
as amended
relating to the development of
Land at Bird in Eye Farm, South of Bird in
Eye Hill, Framfield, East Sussex TN22 5HA
Planning Application Ref:
WD/2024/1799/MAO
Appeal Ref: APP/C1435/W/24/3356658**



Legal Services Manager
Wealden and Rother Shared Legal Service
Wealden District Council
Council Offices
Vicarage Lane, Hailsham
East Sussex
BN27 2AX

PLANNING OBLIGATION BY DEED OF AGREEMENT

THIS DEED of AGREEMENT is dated the _____ day of _____ 202_____

BETWEEN:

- (1) **WEALDEN DISTRICT COUNCIL** of the Council Offices, Vicarage Lane, Hailsham East Sussex, BN27 2AX ("**the Council**"); and
- (2) **XX** ("**the Owners**").

INTRODUCTION:

- (A) The Owners have the freehold interest in the Section 106 Land registered at the Land Registry under Title Number ESX[000].
- (B) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Property is situated.
- (C) The Mortgagee holds a charge over [some of] the Section 106 Land by a charge dated [xxx] and referred to in Entry No. [x] of the Charges Register in Land Registry title number ESX[000].
- (D) The Planning Permission was granted on [] subject to the terms of the Overarching Section 106 Agreement which was entered into by (1) the Council (2) Peter John Berry (3) Peter John Berry and Kathleen Berry (4) Croudace Homes Limited in order to secure the planning obligations necessitated by the Development and enable the grant of the Planning Permission.
- (E) The Overarching Section 106 Agreement prohibits the carrying out of any Development until a Supplemental Deed made under section 106 of the 1990 Act (and other powers) has been entered into in order to ensure that the planning obligations in the Overarching Section 106 Agreement bind the legal interest in the Section 106 Land such that the planning obligations will be enforceable against successors in title to the Section 106 Land.
- (F) The parties enter into this Deed in order to comply with the Overarching Section 106 Agreement to ensure that the planning obligations contained in the Overarching Section 106 Agreement bind the Section 106 Land under section 106 of the 1990 Act.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

In this Deed definitions shall be as in the Overarching Section 106 Agreement save that the following expressions shall unless the context otherwise requires have the following meanings:

“Deed” means this Deed.

“Overarching Section 106 Agreement” means the agreement dated [] made between (1) the Council (2) Peter John Berry (3) Peter John Berry and Kathleen Berry (4) Croudace Homes Limited pursuant to section 106 of the 1990 Act, a copy of which is attached at Schedule 3 or any variation thereto.

“Plan” means the plan attached at Schedule 2.

“Registration Fee” means the sum of £500 (Five Hundred Pounds).

“Section 106 Land” means the land shown edged red on the Plan, against which this Deed is enforceable.

1.2 CONSTRUCTION OF THIS DEED

- 1.2.1 Words importing the masculine include the feminine and vice versa.
- 1.2.2 Words importing the singular include the plural and vice versa.
- 1.2.3 Words importing persons include companies and corporations and vice versa.
- 1.2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.
- 1.2.5 Any reference to a Clause, Paragraph, Schedule, Annex or Plan is to one in or attached to this Deed.
- 1.2.6 Any reference to a colour or letter is to be on the plans attached to this Deed.
- 1.2.7 Any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 1.2.8 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their statutory functions as local planning authority.
- 1.2.9 This Deed is a planning obligation for the purposes of Section 106 of the 1990 Act.
- 1.2.10 This Deed is supplemental to the Overarching Section 106 Agreement.

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011 and all other powers so enabling the Council to enter into this Deed and to the extent that this Deed includes planning obligations for the purposes of Section 106 of the 1990 Act then those obligations relate to the Section 106 Land and are enforceable by the Council as the local planning authority for the area within which the Property is situated (subject to Clause 8).
- 2.2 The various covenants restrictions requirements stipulations and other obligations imposed on the Owners contained in this Deed are entered into under the provisions and powers referred to in Clause 2.1 and are planning obligations for the purposes of Section 106 of the 1990 Act whether expressed to be planning obligations or not and are enforceable by the Council as local planning authority against the Owners and any person deriving title from the Owners and shall run with the Section 106 Land and shall bind the Owners their successors in title and assigns (subject to Clause 8).
- 2.3 The obligations in this Deed comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010.
- 2.4 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 93 of the Local Government Act 2003, Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.5 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

3. EFFECT OF THIS DEED

This Deed is supplemental to the Overarching Section 106 Agreement and the parties agree that the effect of this Deed is to ensure that the covenants, restrictions and obligations contained in Schedule 5 of the Overarching Section 106 Agreement bind the Section 106 Land and are enforceable against the Owners and their successors in title or assigns.

4. CONDITIONALITY

This Deed shall come into effect immediately upon the date hereof.

5. THE OWNERS' COVENANTS

- 5.1 The Owners covenant with the Council to fully comply with and to perform the obligations contained herein and in Schedule 1 of this Deed in accordance with the

requirements and timescales contained therein.

- 5.2 The Owner covenants with the Council that the Development and use of the Section 106 Land shall be in strict accordance with this Deed.

6. MISCELLANEOUS

- 6.1 Prior to the date hereof the Owners shall pay to the Council:
- (a) the Council's proper and reasonable legal costs in connection with this Deed; and
 - (b) the Registration Fee.
- 6.2 The Owners confirm and warrant to the Council that they have not leased mortgaged charged or otherwise created any interest in the Section 106 Land at the date of this Deed and that Recitals (A) and (C) of this Deed are correct and accurate in every respect.
- 6.3 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed is intended to confer any benefit upon or create rights in favour of any party other than the parties executing this Deed and their respective successors in title.
- 6.4 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 it is hereby AGREED AND DECLARED that the parties to this Deed (and their respective successors in title) may rescind or vary this Deed without the consent of any third party.
- 6.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by a statutory procedure or expires prior to the Commencement of Development.
- 6.6 This Deed shall be registered as a local land charge by the Council.
- 6.7 The Owners hereby covenant with the Council for itself and its successors in title to the Section 106 Land:
- (a) permission shall be granted to authorised officers of the Council upon reasonable notice and request and at reasonable times (except in an emergency) and subject to any instructions which any contractor may give to ensure safety for officers of the Council (or their nominated representatives) at their own or at the Council's risk to gain access to the Section 106 Land in order to monitor compliance with this Deed; and
 - (b) where any steps required by this Deed to be taken are not taken, the Council may enter the Section 106 Land and take the steps, and it will pay the Council's costs incurred in doing so.
- 6.8 All approvals certificates consents agreements satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owner and/or given by the Council or its officers in accordance with this Deed shall be in addition to

any other approvals consents agreements or confirmations that may be required by the 1990 Act or by any other statute or regulations.

- 6.9 In the event that any part of this Deed may be subject to challenge review deletion or otherwise rendered invalid, illegal, unenforceable, null, void or voidable the balance of the said Deed shall remain in full force and effect.
- 6.10 Notices required to be given or served under this Deed shall be addressed to the parties at their addresses referred to in the introduction of this Deed.
- 6.11 Where payment of any sum payable as aforesaid is made after the Due Date interest shall be payable from the Due Date until the date of actual payment and shall be added to and form part of such sum at the rate of four per cent above the base rate for the time being of the Bank of England per annum.
- 6.12 Where this Deed imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Due Date if the notice of a Due Date is not given the Council shall be entitled in its absolute discretion to determine the Due Date and shall give notice to the Owner of its determination.
- 6.13 When making any and all payments due under this Deed to the Council, to attach a fully completed Payment Notice with each payment.
- 6.14 The Owners shall give to the Council 7 (seven) Working Days prior written notice of each and every Due Date including:
- (a) Commencement of Development; and
 - (b) Occupation.
- 6.15 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

7 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant covenants, terms or conditions or for acting upon any subsequent breach or default.

8 COVENANTS NOT BINDING

- 8.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Section 106 Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.2 This Deed shall not be enforceable against or binding on any statutory undertaker who

has an interest in the Section 106 Land solely for the purposes of carrying out its statutory functions in connection with the provision of services necessary for the Development PROVIDED ALWAYS THAT (for the avoidance of doubt) the release of liability in this Clause 8.2 shall not apply to any person carrying out the Development.

9 CHANGE IN OWNERSHIP

The Owners agree with the Council to give the Council immediate written notice of any change in freehold ownership of the whole or part of the Section 106 Land occurring before all the obligations under this Deed have been discharged such notice shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Section 106 Land or unit of occupation purchased by reference to a plan.

10 DISPUTES

- 10.1 All differences and disputes which may arise between the parties hereto concerning this Deed may by agreement between the parties:
- (a) where the difference or dispute relates to the construction or interpretation of this Deed be referred to the determination (as an expert and not as an arbitrator) of an independent leading planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute; or
 - (b) where the difference or dispute relates to viability, the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.
- 10.2 If the parties in dispute shall fail to agree on the nature of the difference or dispute between them or it is considered by either party that the difference or dispute does not fall within Clauses 10.1(a) or 10.1(b), then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of

solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) unless the parties can agree on an appropriate expert (to act as expert and not as arbitrator).

- 10.3 Except as aforesaid any expert appointed pursuant to Clauses 10.1(a) or 10.1(b) or any other person shall:
- (a) on his appointment serve written notice thereof on the parties in dispute;
 - (b) consider any written representations by or on behalf of those parties which are received by him within twenty working days of such service and immediately forward a copy of the written representation of one party to the other party;
 - (c) allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within twenty working days of receipt by the other party thereof;
 - (d) have an unfettered discretion to determine the reference to him;
 - (e) serve notice of his determination as soon as he has made it;
 - (f) give full and clear reasons for his decision;
 - (g) be paid his proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

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

11 JURISDICTION

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

12 DELIVERY

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

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

written

SCHEDULE 1

ANCIENT WOODLAND OBLIGATIONS

The Owners covenant with the Council as follows:

Part 1 – Ancient Woodland Works and Management Plan

1. Prior to Commencement of Development, to submit the Ancient Woodland Management Plan (which shall include the figure of the proposed Initial Ancient Woodland Maintenance Funding Payment and detail of the proposed Management Company) to the Council for written approval by the Head of Planning and Environmental Services.
2. Not to cause or permit the Commencement of Development unless and until the Ancient Woodland Management Plan (including the figure of the Initial Ancient Woodland Maintenance Funding Payment) and the proposed Management Company have been approved in writing by the Head of Planning and Environmental Services.
3. Upon practical completion of the Ancient Woodland Works, to serve a written completion notice on the Head of Planning and Environmental Services and request an inspection of the Ancient Woodland Works in order to obtain the Confirmation of Completion (and the Council shall procure that such inspection shall occur within 15 (fifteen) Working Days of the Head of Planning and Environmental Services' receipt of said notice).
4. Where the Head of Planning and Environmental Services (following inspection pursuant to Paragraph 3 above) is satisfied that the Ancient Woodland Works have been satisfactorily completed he shall issue the Confirmation of Completion as soon as reasonably practicable following his inspection.
5. If, following his inspection pursuant to Paragraph 4 above, the Head of Planning and Environmental Services notifies the Owners that he considers there are defects in any of the Ancient Woodland Works or that the Ancient Woodland Works do not accord with the Ancient Woodland Specification or the Planning Permission, upon receipt of written notification from the Head of Planning and Environmental Services to the Owners in detail

stating what actions need to be taken by the Owners to remedy the matters raised in the notice, the Owners shall complete such remedial works within such reasonable time period as may be specified in the notice (to be not less than 28 (twenty-eight) days) and as soon as reasonably practicable. The Owners shall thereafter notify the Head of Planning and Environmental Services who shall arrange for the further inspection of the Ancient Woodland Works and the provisions set out above shall apply until the Confirmation of Completion Date.

6. In the event that notification from the Head of Planning and Environmental Services pursuant to Paragraph 4 or 5 has not been received by the Owners within 3 (three) calendar months of service of a valid notice by the Owners pursuant to Paragraph 3 or if the Owners dispute the identification of defects and/or actions needed to remedy defects then the Owners may notify the Council that a dispute exists and the matter as to whether the Ancient Woodland Works have been satisfactorily completed will be determined pursuant to the Disputes procedure in Clause 10 of this Deed.
7. From the Confirmation of Completion Date, to maintain in a good and workmanlike manner the Ancient Woodland Works in accordance with the Ancient Woodland Management Plan for the lifetime of the Development.

Part 2 – Transfer

8. Not to cause or permit Occupation of any Dwelling unless and until:
 - (e) the Ancient Woodland Works on the Ancient Woodland Areas have satisfactorily completed such that the Confirmation of Completion Date has occurred;
 - (f) the freehold interest in the Ancient Woodland Areas has been transferred to the approved Management Company on the terms set out in Part 4 of this Schedule;
 - (g) the Initial Ancient Woodland Maintenance Funding Payment has been paid in full to the approved Management Company; and
 - (h) evidence of said transfer and payment has been provided to the Head of Planning and Environmental Services.
9. To procure the payment of the Ancient Woodland Service Charge to the approved Management Company annually in twice monthly instalments from the date of said transfer (and for the avoidance of doubt, the Ancient Woodland Service Charge shall not be collected from the Affordable Housing Units) for the purpose of the on-going

management and maintenance of the Ancient Woodland Areas as required by Part 3 of this Schedule.

10. In the event of the failure of the Owners to maintain the Ancient Woodland Areas in accordance with Part 3 of this Schedule, the Head of Planning and Environmental Services shall (after providing the Owners or the Management Company with a reasonable period of time to rectify any identified failure to comply with its obligations which shall be specified in a written notice) have the option at its own discretion to step in and to manage and maintain the Ancient Woodland Areas and recover the costs of doing so from the Owners (which may be the Management Company) including any unspent and on-going Initial Ancient Woodland Maintenance Funding Payment and Ancient Woodland Service Charge which shall be recoverable as a simple debt.
11. Not to transfer the Ancient Woodland Areas otherwise than in accordance with the provisions of this Schedule.

Part 3 - Management and maintenance

12. From the Confirmation of Completion Date and for the lifetime of the Development, to retain, manage and maintain in a good and workmanlike manner the Ancient Woodland Works and the Ancient Woodland Areas as ancient woodland and in accordance with the Ancient Woodland Specification and approved Ancient Woodland Management Plan.

Part 4 – Transfer Terms

14. Any transfer of the Ancient Woodland Areas pursuant to this Schedule shall be for nil consideration and contain (unless otherwise agreed in writing by the Council):
 - a. Specified Terms;
 - b. a restrictive covenant that the Ancient Woodland Areas may not be used for any purpose other than as an ancient woodland with no access to the general public or use of the said area for any trade or business or residential development and an obligation on the transferee to secure the on-going management and maintenance of the same;
 - c. an obligation to perform and comply with the relevant Ancient Woodland Management Plan approved pursuant to this Schedule (as varied or amended in

writing by the Council from time to time);

- d. an obligation to put in place and thereafter maintain adequate public liability insurance (with a limit of at least £10 million a claim) in respect of the Ancient Woodland Areas;
- e. an obligation to use the Ancient Woodland Service Charge and the Initial Ancient Woodland Maintenance Funding Payment for the purposes of management and maintenance of the Ancient Woodland Areas; and
- f. the same terms so far as may be appropriate for such transfer as set out in Schedule 2 of the Overarching Section 106 Agreement which shall apply mutatis mutandis to the transfer.

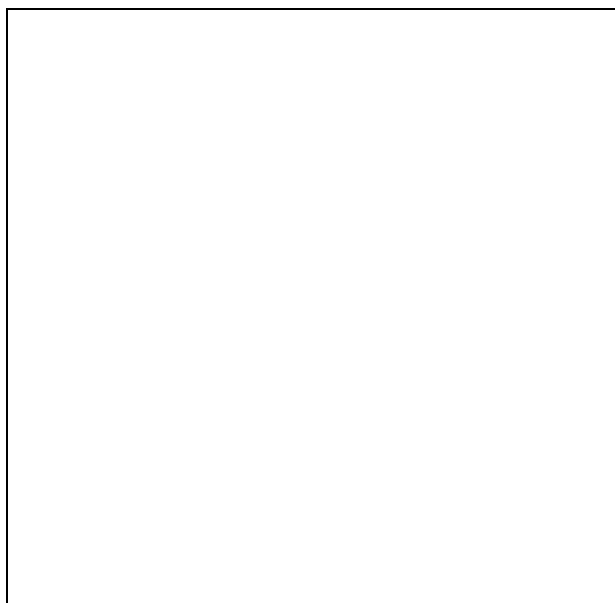
SCHEDULE 2

PLAN

SCHEDULE 3

OVERARCHING SECTION 106 AGREEMENT

EXECUTED as a Deed by affixing the
common seal of **WEALDEN DISTRICT**
COUNCIL in the presence of:



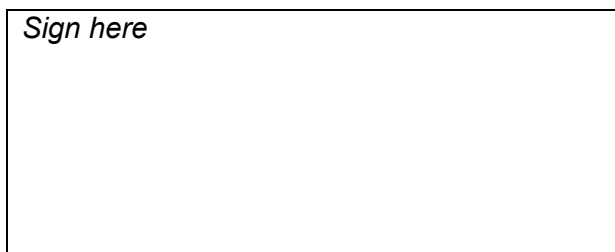
Authorised Signatory

SIGNED as a DEED by

XX

in the presence of:

Sign here



Signature of witness _____

Name (in CAPITAL LETTERS) _____

Address _____

SIGNED as a DEED by

XX LIMITED

acting by a director and its
secretary / two directors

Signature of director

Director

Full name(in block
capitals).....

Signature of director or secretary

Director / Secretary

Full name(in block
capitals).....

Appendix 5

Outline Ecological Management Plan prepared by Ecology Partnership Limited
dated July 2024



Ecological Impact Assessment

Land at Bird in Eye Farm Uckfield

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LIABILITIES:

Whilst every effort has been made to guarantee the accuracy of this report, it should be noted that living creatures are capable of migration and whilst protected species may not have been located during the survey duration, their presence may be found on a site at a later date.

The views and opinions contained within this document are based on a reasonable timeframe between the completion of the survey and the commencement of any works. If there is any delay between the commencement of works that may conflict with timeframes laid out within this document, or have the potential to allow the ingress of protected species, a suitably qualified ecologist should be consulted.

It is the duty of care of the landowner/developer to act responsibly and comply with current environmental legislation if protected species are suspected or found prior to or during works.

1.0 Introduction

Purpose of the Report

1.1 This Ecological Impact Assessment (EcIA) evaluates the effects of the development on land at Bird in Eye, Uckfield. The findings of The Ecology Partnership's surveys are assessed against the proposals in order to:

- Evaluate the baseline interest;
- Identify and rank significant impacts;
- Set out mitigation and compensation measures and the means to secure these;
- Assess the significance of residual impacts;
- Identify enhancement measures; and
- Set out requirements for post-construction monitoring.

Site Context and Proposals

- 1.2 The site is c20.08 ha with the central grid reference TQ48402075. The site is located to the east of Uckfield town centre, south of the B2102. The site is largely managed grassland habitats with the associated Bird in Eye Farm buildings at the centre of the site. Ancient woodland is located to the south and west of the site. Further west is Uckfield, with new development around Uckfield Hospital. To the north, east and south, arable landscape is present in the form of fields, woodlands and hedgerows. The approximately red line boundary is shown in Figure 1 below.
- 1.3 The proposals are for an outline application for up to 190 dwellings with associated works, parking, landscaping, publicly accessible open space and SANG provision, with access from the B2102.



Figure 1: Approximate location of the red line boundary



Figure 2: Red Line Boundary

Legislation

- 1.4 The following legislation has been considered in determining the scope of this EcIA.

Wildlife and Countryside Act 1981 (as amended)

- 1.5 The surveys identified the potential presence within the project's red line of several species or species groups listed on Schedule 5 of the Act, for which the provisions of Section 9 apply, necessitating surveys and assessments to determine presence/absence, location of activity and in some cases estimates of abundance, from which mitigation measures could, if necessary, be devised to comply with the Act. These species and species groups were bats, reptiles, great crested newt (*Triturus cristatus*) and hazel dormouse (*Muscardinus avellanarius*).
- 1.6 The PEA also noted habitat suitable for a number of breeding bird species, hence the need to assess the likely distribution of active nests, to provide constraints on site clearance in compliance with the protection provided to wild birds, their nests and eggs through Section 1 of the Act.

Natural Environment and Rural Communities Act 2006

- 1.7 Section 41 (Biodiversity lists and action (England)) of the Act requires the Secretary of State to “publish a list of living organisms and types of habitat which in the Secretary of State's opinion are of principal importance for the purpose of conserving biodiversity (in England)” and to “take such step as... reasonably practical to further the conservation... or promote the taking by others of such steps” for these (Section 41 List) species and habitats.
- 1.8 The PEA identified the presence of the Section 41 hedgerows as well as the potential presence of a number of Section 41 species, including the aforementioned bats, breeding birds, reptiles, great crested newts and hazel dormice. Surveys and assessments for the species provided information to inform mitigation that could be requested by the local planning authority in relation to Section 41, in addition to meeting legislative requirements.

Hedgerow Regulations 1997

- 1.9 The PEA assessed the hedgerows present on site according to criteria set out in the Hedgerow Regulations 1997. These regulations make provision for the protection of important hedgerows in England which meet set criteria.

The Protection of Badgers Act 1992

- 1.10 The Act provides protection to the species and its setts, controlling certain actions by licence. Information on the location of active setts was required to inform the project layout and, if necessary, the need for licenced activity.

Conservation of Habitats and Species Amendment (EU Exit) Regulations 2019

- 1.11 The Conservation of Habitats and Species Amendment protects biodiversity through the conservation of natural habitats and species of wild fauna and flora. It outlines the rules for the protection, management and exploitation of such habitats and species.
- 1.12 European Protected Species (EPS) are protected under this legislation includes all UK bat species, hazel dormice and great crested newt. If the development is likely to cause an offence against an EPS which significantly impacts their favourable conservation status; an EPS mitigation licence would be required to permit certain activities that would otherwise be illegal.
- 1.13 Special Area of Conservation (SAC) are designated for protecting one or more special habitats and/ or species. Special Protection Areas (SPAs) are selected to protect one or more rare, threatened or vulnerable bird species listed within this legislation. Development proposals which are likely to have a significant (adverse) effect on the National Site Network in the UK (including Special Areas of Conservation (SAC) and Special Protection Areas (SPA)) is required to undertaken an Appropriate Assessment.

The Environment Act 2021

- 1.14 The Environment Bill received Royal Assent on 9th November 2021 and is now enacted as the Environment Act 2021. Part 6 (Nature and Biodiversity) and Schedule 14 of the Environment Act 2021 insert a new section 90A and Schedule 7A into the Town and Country Planning Act 1990 (TCPA), which contain the provisions requiring mandatory biodiversity net gain for development granted planning permission pursuant to the

TCPA. These provisions require developments to provide a biodiversity value post-development that exceeds the predevelopment biodiversity value of the onsite habitats by at least 10%. This was adopted in February 2024 although there are a number of exemptions which may mean that biodiversity net gain is not required. These are listed under government and are as follows:

- Development below a de minimis threshold;
- Householder applications;
- Small scale self-build and custom housebuilding;
- HS2; and
- Biodiversity net gain sites.

Planning Policy

- 1.15 The following national and local planning policies have been considered in determining the scope of this EcIA.

National Planning Policy

- 1.16 National policy guidance is provided by the **National Planning Policy Framework** (NPPF 2023), which sets out the Government's planning policies for England and how they should be applied. Section 15 of the document is entitled 'Conserving and Enhancing the Natural Environment'. This outlines the need for planning policies and decisions to contribute and enhance the natural environment, to minimise impacts from development and to provide net gains in biodiversity.

Local Planning Policy

- 1.17 The site falls under the planning control of the Adopted Wealden Local Plan (1998) and Wealden District Council Core Strategy Local Plan (1998). These policies included the following which are considered relevant to ecology, biodiversity and nature conservation;

Adopted Wealden Local Plan (1998):

- ***Policy EN15***
- ***Policy EN16***

Wealden District Core Strategy Local Plan (2013):

- ***WCS12 Biodiversity***

2.0 Methodology

Baseline Surveys

2.1 The pre-development ecological baseline was established through review of existing survey data obtained from the following documents: The following surveys have been conducted across the site:

- Extended Phase 1 habitat survey 2019 (CSA Environmental);
- Great crested newt surveys 2019 (CSA Environmental);
- Reptile surveys 2019 (CSA Environmental);
- Bat Activity surveys 2019 (CSA Environmental);
- Dormouse Survey 2020 (CSA Environmental);
- Habitat condition assessment 2020 (CSA Environmental);
- Update PEA and condition assessment 2024 (The Ecology Partnership);
- eDNA Pond Surveys 2024 (The Ecology Partnership);
- Update dormouse surveys ongoing 2024 (The Ecology Partnership);
- Update bat transect surveys ongoing 2024 (The Ecology Partnership);
- Update reptile surveys ongoing 2024 (The Ecology Partnership).

Scope of the Assessment

2.2 The zone of influence of the development is defined as:

- The project red line, for effects on designations, habitats and species;
- Adjacent habitat, considered by species, for mobile species with territories or foraging ranges that may overlap the site;
- Designated sites which can be impacted through development activities; and
- Undesignated priority (Section 41) habitats that may be sensitive receptors to increased recreational pressure or other impacts such as surface water pollution.

2.3 The types of features considered in the assessment of effects, to meet legislative and policy requirements, are:

- Designated sites (European, national and local);
- Protected species;
- Habitats and species of principal importance (Section 41 list);
- Hedgerows and woodland, where not of principal importance;

- Invasive species (Schedule 9 of Wildlife and Countryside Act); and
- Habitats, where not of principal importance, that may function as wildlife corridors or stepping stones.

Desktop Study

- 2.4 A desktop study was completed using an internet-based mapping service (www.magic.gov.uk) for statutory designated sites and an internet-based aerial mapping service (maps.google.co.uk) to understand the habitats present in and around the survey area as well as habitat linkages and features within the wider landscape.

Field Surveys

Extended Phase 1 Survey

- 2.5 The site was initially surveyed by the Ecology Partnership. The preliminary ecological appraisal was undertaken on 24th June 2024 by Alexia Tamblyn MA (Oxon) MSc CEcol CEnv MCIEEM FRGS and Matt Pendry BSc (Hons) MCIEEM FISC level 4.
- 2.6 The surveyors identified the habitats present, following the standard 'Phase 1 habitat survey' auditing method developed by the Joint Nature Conservancy Council (JNCC). The Ecology Partnership surveyed the site on foot and the existing habitats, land uses and dominant plant species in each habitat were recorded on an appropriately scaled map (JNCC 2010).
- 2.7 The site was inspected for indications of the presence of protected species as follows:
- Evidence of badger, including setts, runs, snuffle holes and hairs;
 - The presence of features within trees such as fissures, holes, loose bark and/or ivy which had the potential for roosting bats;
 - Scrub/grassland mosaic and potential hibernation sites for common reptiles;
 - Relevant habitat for dormice, such as dense deciduous woodland and coppice;
 - The presence of suitable breeding places (waterbodies) and hibernation features for GCNs; and
 - Suitable nesting habitat for birds.

Protected Species Surveys

- 2.8 The desktop study and initial Phase 1 survey identified the potential to support roosting, foraging & commuting bats, reptiles, great crested newts (GCN) and dormice on site. Further surveys were recommended and undertaken within the red line boundary which is summarised in Table 1 below. Detailed survey methodologies are provided in the appended reports.

Table 1: Species surveys undertaken between 2019 -2024

Faunal Group	Survey Methodology	Date of Surveys	Guidance
Badgers	During the PEA surveys, all habitats potentially suitable for badgers were systematically examined for evidence of badger activity. Particular attention was paid to areas where the vegetation and/or the topography offered suitable sett sites such as the boundary features.	2019 2022 2024	The evaluation of badger activity was based on methodology developed for the National Survey of Badgers (Creswell <i>et al.</i> 1990)
Bats – tree inspection	As part of the PEA, any trees supporting particular features likely to be of value to bats, such as splits, cracks, rot holes, coverings of ivy, peeling bark or similar, were recorded. The potential for the trees to support roosting bats were assessed in accordance with the criteria set out in the Bat Conservation Trust guidelines (BCT, 2012; BCT, 2016, BCT 2023)	2019 2024	Bat Surveys – Good Practice Guidelines 2 nd Edition (Hundt 2012) Bat Surveys – Good Practice Guidelines 3 rd edition (Collins 2016) Bat Surveys – Good Practice Guidelines 4 th edition (Collins 2023)
Bats – activity surveys	Dusk surveys were carried out across the site using transect methods to record activity, along with two remote recording devices (Anabat surveys) as per Bat Conservation Trust guidelines (BCT, 2012; BCT 2016, BCT 2023).	Transect surveys: 11 th June 2019 23 rd July 2019 29 th August 2019 Anabat Express devices were deployed on site and recorded data on: 8 th – 12 th July 2019 23 rd – 27 th August 2019 24 th -28 th September 2019. Transects 11 th June 2024 August 2024 September 2024	Bat Surveys – Good Practice Guidelines 3 rd edition (Collins 2016) Bat Surveys – Good Practice Guidelines 4 th edition (Collins 2023)

		Anabat Express devices were deployed on site and recorded data on: 11 th June – 16 th June 2024 August 2024 September 2024	
Dormice	A total of 194 dormouse tubes were established along the boundary features and within Frith Wood Checks were undertaken once a month in April, May, June, July, August, September and October A survey score of 69 was achieved.	Tubes set up on 24th April 2019 Checks April – November 2019 Surveys conducted in 2024. Tubes deployed in May 2024. Surveys on going	Dormouse Conservation Handbook – English Nature
Great Crested Newts	An eDNA survey was carried out on the off-site Ponds P1 Bottle trapping An eDNA survey undertaken in 2024. All water samples were analysed by SureScreen Scientifics.	24th April 2019 24th April 2019 and 8th May 2019 29th May 2024	eDNA surveys and analysis follow the protocol outlined by Biggs <i>et al.</i> (2014)
Reptiles	The refugia were placed around the edges of the site within the habitat edges and next to hedgerows prior to the commencement of the reptile survey. A total of seven survey visits were made to the site to check the refugia for the presence of reptiles. Visits were only carried out if the weather conditions were suitable for locating reptiles. On each visit to the site, a minimum of one circuit to check all refugia was carried out.	Refugia set up 5th June 2019 Checks 26th June 2019, 2nd July 2019, 12th July 2019, 7th August 2019, 19th August 2019, 12th September 2019, 19th September 2019 Refugia set up August and will be checked August – September 2024	The timing and number of surveys completed were based on guidelines produced by Froglife (1999) and Gent and Gibson (1998)
Water vole and otter surveys	All watercourse and water bodies within the site and site boundaries were surveyed for water vole and otter.	19th June 2020 26th August 2020	Strachan <i>et al.</i> 2011

Nesting birds	As part of the PEA, the site was assessed for its potential to support nesting birds. The hedgerows, treelines, woodland edge and scattered scrub all retained suitability for nesting birds.	2019 2024	BTO (Balmer et al 2013)
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Ecological Assessment Methodology

- 2.9 This assessment has been carried out with reference to ‘Guidelines for Ecological Impact Assessment in the UK and Ireland’ (CIEEM 2018).

Baseline condition

- 2.10 The baseline condition of the site is the situation documented in this report (section 3) from data (field surveys and desk study) gathered between 2019 and 2024, plus any relevant modifications within or outside the red line within the zones of influence subsequent to the completion of the 2024 assessment.

Important ecological features

- 2.11 Important ecological features are those for which the decision maker (LPA or other regulator) needs the EcIA to help to assess the effects (negative, neutral or positive) and to guide the determination of the planning application. Important features are therefore generally defined by whether legislation or policy requires their consideration. For example, a European site within the zone of influence of the development is important and needs an assessment of effects. Similarly, at different levels, any legally protected species and any features such as wildlife corridors and section 41 species, with national or local policy support, are important features. Features that cannot be referenced to legislation and policy are generally not important and the next step of the EcIA (impact assessment) is not necessary. There may occasionally be situations where professional judgement and local expertise is relevant in defining local rarity as important, regardless of a lack of current legislative and planning support.
- 2.12 The CIEEM guidelines (2018) avoid rigid guidance on the levels of importance, which is often required within EIA, along with the level of magnitude of an effect, as one axis of an impact matrix. Sometimes a label of European, national or local importance may be

obvious, for European sites, SSSIs and Local Wildlife Sites respectively. It is often less clear whether a small population of a Section 41 priority species or small extent of a Section 41 habitat should be of local or greater or less importance, as this may depend on data that does not exist on the distribution and abundance of the feature. Legally protected species can be important solely because of the need to meet legislation, or because they are also a feature of a County Wildlife Site or target of a local Biodiversity Action Plan. In these cases, the same species could warrant different levels of importance, possibly with different implications for what is reasonable mitigation or compensation, beyond legislative compliance.

- 2.13 This report follows CIEEM guidelines (2018) in not forcing features into a level of importance, but using ranked importance where possible. Sites are given three levels, corresponding to their legislative and planning support: European, National and Local. Habitats and species, where not a qualifying feature of the hierarchy of sites, are simply referenced to the planning policy or legislation that supports their importance and where possible assessed from the extent, range or population size within zone of influence in relation to the extent, range or population size in the relevant administrative unit, for example LPA boundary or BAP boundary.

Impact assessment

- 2.14 According to CIEEM guidelines (2018), the only essential purpose of impact assessment in EcIA is: *“to assess and report significant residual effects that remain after mitigation measures have been taken into account. However, it is good practice for the EcIA to make clear both the potential significant effects without mitigation and the residual significant effects following mitigation”*.
- 2.15 Impact assessment is required for each feature determined as important and not for other features. CIEEM guidelines (2018) advise that each impact assessment should consider, if possible, the different stages of a development (construction, operation and decommissioning) and that it should be characterised by the following:
- Positive or negative - whether the impact leads to an adverse, beneficial or neutral effect;
 - Extent – the spatial area over which the impact occurs;

- Magnitude – change in, for example, the amount of habitat or the size of population;
- Duration – both in relation to the life cycle of the ecological feature and of the life of the project;
- Frequency and timing – for example, the number of disturbance incidents to birds and their timing in relation to the breeding cycle; and
- Reversibility – if and at what timescale recovery is possible.

2.16 As with the assessment of importance, CIEEM guidelines (2018) do not encourage a classification of the magnitude of impacts on a scale of severity. Rather, the significance of each impact should be assessed as the quantity of a feature of importance impacted; for example, residual loss of 5% of the extent of woodland within a Local Wildlife Site or gain of 10% in the extent of a section 41 habitat (hedgerows) on the site.

Avoidance, mitigation, compensation and enhancement

2.17 CIEEM guidance (2018) recommends a mitigation hierarchy. Once important features and significant impacts are identified, the project design should be modified where possible to avoid significant impacts. If avoidance is not possible, mitigation then compensation should be sequentially considered (Figure 3). A residual impact is an impact that remains after mitigation but is documented here both before and after compensation, as mitigation, particularly if embedded in the design, is assumed to be delivered without input from the LPA or other regulator, whilst compensation may require planning conditions and have some uncertainty on which the regulator should deliberate. Enhancement is an activity that results in a net gain in biodiversity, generally for an important feature, “over and above” anything required for mitigation or compensation. The terms mitigation and compensation are not always clearly defined and there is difference of opinion on their definitions. This report follows the Information Paper on the subject developed in consultation with Natural England for HS2 (2017), from which this quote and illustration are taken:

“A clear distinction is made between the use of the terms ‘mitigation’ and ‘compensation’ reflecting the habitual use in ecological impact assessment of ‘mitigation’ to mean ‘measures taken to avoid or reduce negative impacts’, as separate from ‘compensation’ meaning ‘measures taken to make up

for the loss of, or permanent damage to, biological resources through the provision of replacement areas”

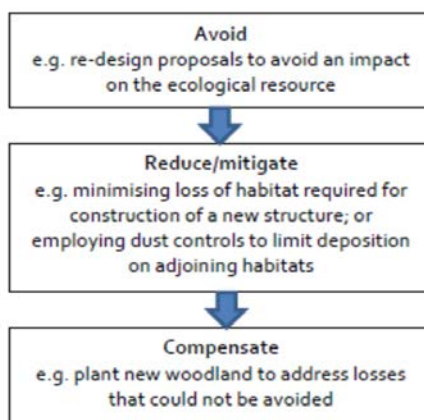


Figure 3: The mitigation hierarchy (from HS2 2017)

Limitations of the Assessment

- 2.18 It should be noted that whilst every effort has been made to provide a comprehensive description of the site, no single investigation could ensure the complete characterisation and prediction of the natural environment. The site was visited over the period of several site visits, as such seasonal variations cannot be fully observed and potentially only a selection of all species that potentially occur within the site have been recorded. Therefore, the survey provides a general assessment of potential nature conservation value of the site and does not include a definitive plant species list. However, the survey area was visited on a number of occasions over the optimal period, ensuring that detailed habitat information could be gathered. It is therefore considered that the survey work has allowed a robust assessment of habitats and botanical interest across the site.
- 2.19 The specific protected species surveys were undertaken at the appropriate time of year and during suitable weather conditions to an appropriate level of survey effort. Any specific limitations are noted in the relevant sections above or discussed in the results section.

3.0 Baseline Ecological Conditions

Biological Records

- 3.1 A 2km radius data search was requested from Sussex Biological Records Centre 2019. Notable protected species from this search are outlined below (Table 2). Only records from within the last ten years and those closest to site have been included.
- 3.2 A total of 175 bat records were identified within the search area, dating from 1982 to 2018. These include the following species: common pipistrelle *Pipistrellus pipistrellus*, soprano pipistrelle *Pipistrellus pygmaeus*, noctule *Nyctalus noctula*, brown long-eared *Plecotus auritus*, long eared bat *Plecotus sp.*, serotine *Eptesicus serotinus*, natterer's bat *Myotis nattereri*, Daubenton's bat *Myotis daubentonii*, whiskered bat *Myotis mystacinus*. The closest records are of brown long-eared bat, (c. 100m from Site) and serotine, *Myotis sp.*, common pipistrelle, soprano pipistrelle and noctule (c. 180m from Site). These records were mostly of foraging bats within and around woodlands close to the Site. A number of records returned also relate to maternity roosts within 700m of the development area and hibernation roosts c. 1km from the Site. Habitat connectivity between these records and the Site exists via tree lines and woodland blocks.
- 3.3 A total of seven records of dormouse *Muscardinus avellanarius* were identified within the search area, dating from 1990 to 2018. SxBRC returned records of dormouse from the woodland along the western boundary of the Site from 2013 and 2005. A Natural England Dormouse licence EPSM2012-5024 09/11/2012-31/10/2015 was granted for the adjacent site. Other dormouse licences are present 1.7km west (2019-39789-EPS-MIT, 2019-39789-EPS-MIT - 1, 2019-39789-EPS-MIT -2) and 1.5km south west (2017-31265-EPS-MIT-1)
- 3.4 A total of five records of water vole *Arvicola amphibius* were identified within the search area, dating from 1990 to 2012. The closest record is c. 465m southwest of the Site from 2003. SxBRC do not provide records of otter *Lutra lutra* due to the sensitive nature of these records, however consultation with the Sussex Wildlife Trust (email correspondence dated 06 July 2020 CSA Environmental) has confirmed recent observations of otter within the locality.

- 3.5 A total of 25 records of hedgehog *Erinaceus europaeus* were identified within the search area, dating from 2003 to 2018. The closest record is c. 600m from the Site.
- 3.6 A total of 12,272 records of 132 bird species were identified within the search area, dating from 1981 to 2019. Those of potential relevance to the Site include honey buzzard *Pernis apivorus*, red kite *Milvus milvus*, hobby *Falco subbuteo*, lapwing *Vanellus vanellus*, woodcock *Scolopax rusticola*, cuckoo *Cuculus canorus*, barn owl *Tyto alba*, tawny owl *Strix aluco*, lesser spotted woodpecker *Dendrocopos minor* and wood warbler *Phylloscopus sibilatrix*.
- 3.7 A total of 61 records of four reptile species were identified within the search area including slow worm *Anguis fragilis*, grass snake *Natrix natrix*, common lizard *Zootoca vivipara* and adder *Vipera berus*.
- 3.8 A total of 277 records of four amphibian species were identified within the search area, including palmate newt *Lissotriton helveticus*, smooth newt *Lissotriton vulgaris*, common frog *Rana temporaria* and common toad *Bufo bufo*, in addition to 98 records of great crested newt *Triturus cristatus*. The closest record for great crested newt is from c. 675m southwest of the Site, with further records c. 1km to the west and southwest. However Framfield Stream, present just west of the Site, acts as a barrier to the GCN populations recorded in these areas.

Designated Sites

- 3.9 There is one internationally designated site, Ashdown Forest SPA and SAC which is located 5.29km north of the red line boundary. It is therefore noted that the site falls within the 400m-7km zone of influence of the Ashdown Forest. Lewes Downs SAC is located over 10km to the south west of the site (Table 2 below).
- 3.10 The site does not fall within or adjacent to any national statutory designations, with the nearest SSSI, Buxted Park SSSI is located 1.3km to the north of the site. Plashett Park Wood SSSI is located 4.7km south west of the site, Park Corner Heath SSSI located south 5.8km south, Waldon Cutting SSSI , 6.5km south east. The site lies within multiple SSSI impact zones (Table 2 below).

- 3.11 There are three internationally designated sites within 10km of the sites red line boundary, these are shown in Table 2 below.

Table 2: Internationally designated sites within 10km of the site

Name of site and designation	Description (Taken from site citation where applicable)	Approximate Distance from Site (At nearest point)
Ashdown Forest SAC SPA	Supports northern Atlantic wet heaths, European dry heaths. Birds of European importance European nightjar, Dartford warbler, Eurasian hobby woodlark, hen harrier. GCNs are also notable.	5.29km north
Lewes Downs SAC	Semi-natural dry grasslands and scrubland facies: on calcareous substrates (<i>Festuco- Brometalia</i>) (important orchid sites). (Dry grasslands and scrublands on chalk or limestone, including important orchid sites	Over 10km south
Buxted Park SSSI	Buxted Park is an old deer park consisting of a variety of unimproved grassland communities with parkland trees and areas of woodland which as a whole support a large invertebrate population.	1.3km north
Plashett Park Wood SSSI	This area of ancient woodland on Weald clays contains a rich community of breeding birds. In addition it includes a number of plants and invertebrates which have a nationally restricted distribution.	4.7km south west
Park Corner Heath SSSI	Park Corner Heath is a small area of grassy heath, woodland and scrub lying on sand over the Weald Clay about 6 miles north west of Hailsham. It supports an outstanding assemblage of moths and a varied butterfly fauna including several nationally scarce species.	5.8km south
Waldron Cutting SSSI	This laneside cutting shows upper Ashdown Sand Formation (lower Hastings Beds Group) with siltstones and fine sandstones with sedimentary structures and 1 m-long <i>Lycopodites</i> plants in life position. It is one of only two occurrences of the latter known in Ashdown Sand (Waldron Soil Bed).	6.5km south east

- 3.12 The site lies within the SSSI impact zone for Buxted Park SSSI. However, the listed developments which are considered likely to impact upon the integrity of the SSSI do not include residential development. As such impacts on Buxted Park SSSI and other wider SSSIs as a result of the development are scoped out of the assessment.
- 3.13 Lewes Downs SAC is considered to be of sufficient distance from the development site as to be scoped out of the assessment.

- 3.14 In terms of non-statutory designated sites, there are two Local Nature Reserves and 3 Local Wildlife Sites (LWS) within 2km of the site. These are as follows:
- Hempstead Meadows LNR (c. 460m north-west of the Site)
 - West Park LNR (c. 1.8km west of the Site).
 - Harlands Farm Pond and Stream LWS (within 1km);
 - Hempstead Wood LWS (within 1km);;
 - Ridgewood Clay Pit LWS (within 1km).
- 3.15 The closest LNR is Hempstead Meadows, located north of the railway line and the River Uck. This area is managed by Uckfield Town Council and supports pathways managed for recreation purposes. As the proposals for the development includes on site recreational areas (SANGS and POS) and a walking route to Uckfield Town Centre, it is considered that the on site provision will minimise any recreational impacts resulting from the development on all LNR and LWS listed. Due to the walking distances from the site to these LNR and LWS and the on site provision of recreation opportunities, and the well connected nature of the site to Uckfield Town Centre and recreational provisions in Uckfield, it is considered that impacts resulting from the development would be negligible. As such, impacts on LNRs and LWS are scoped out of the EcIA.

Habitats

Context and surrounding priority (Section 41 list) habitats

- 3.16 Priority habitats within 2km of the survey site boundary as shown in Figure 4 below. **Deciduous woodland** and **ancient semi-natural woodland** (Bird in Eye) lie immediately adjacent to the southern site boundary and is of **regional** importance.
- 3.17 Less extensive priority habitats, not mapped in Figure 4, are **hedgerows** on site and within the surrounding landscape.

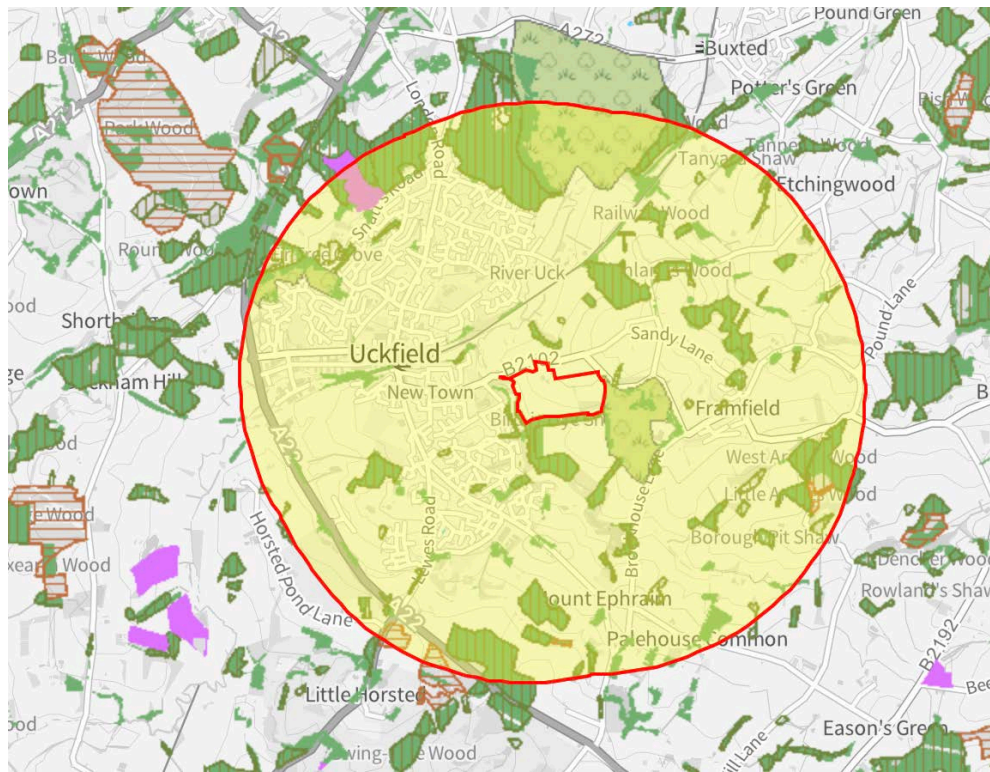


Figure 4: Location of the red line boundary in relation to priority habitats– ancient woodland hatched green, lowland deciduous woodland dark green, woodpasture green trees and good quality grassland pink

Baseline habitats on the site

- 3.18 There have been negligible changes to the habitats present on site in 2024 since the 2019 survey. The fields were grazed by horses in 2019 and were considered to be of 'poor' condition. In 2024, several of the fields were being managed for silage, with others grazed by cows. The fields were considered to be modified grassland, the majority of which were in 'poor' condition, with one field being 'moderate' condition. These fields are considered to be common and widespread, and of **site level importance** only.
- 3.19 Two small pockets of scrub were located in Field 1. The scrub supports hawthorn, blackthorn and dense bramble. Other species present included common nettles. These scrub areas are considered to be common and widespread, and of **site level importance** only.
- 3.20 A total of two tree lines and two hedgerows were recorded on site. The hedgerows in the gardens of the adjacent properties were not considered within the report. The locations are shown in Figure 4 below.

- 3.21 The hedgerow (H1) was dominated by hawthorn, with additional species including elder, bramble, hops, holly, dog rose and ivy. Bracken and common nettles are associated with the base of the hedgerow. The hedgerow (H2) was considered species rich and supported elm., hazel, holly, honeysuckle, dog-rose, Oak, bramble and hawthorn.



Figure 4: Location of hedgerows and tree lines

- 3.22 Tree line 1, TL1, supports some mature oak, with Scots pine, and silver birch. With T2 being Leylandii species.
- 3.23 An area of planted woodland lies to the south east corner of the site, adjacent to the ancient woodland. Species present included silver birch, oak, alder buckthorn, hazel, wild service tree and holly. The understorey was sparse due to the dense nature of the tree stands. Where there was an understorey species present included wood meadow grass and broad leaved dock with occasional bracken and common nettle.
- 3.24 A section of the site support bare ground which was clear of vegetation in areas, with some areas supporting pockets of perennial rye and annual meadow grass. This area was to the east of tree line 1 (TL1). Here pockets of ruderals were also present around the stored silage and farm machinery.

3.25 The habitat map is shown in Figure 5 below.

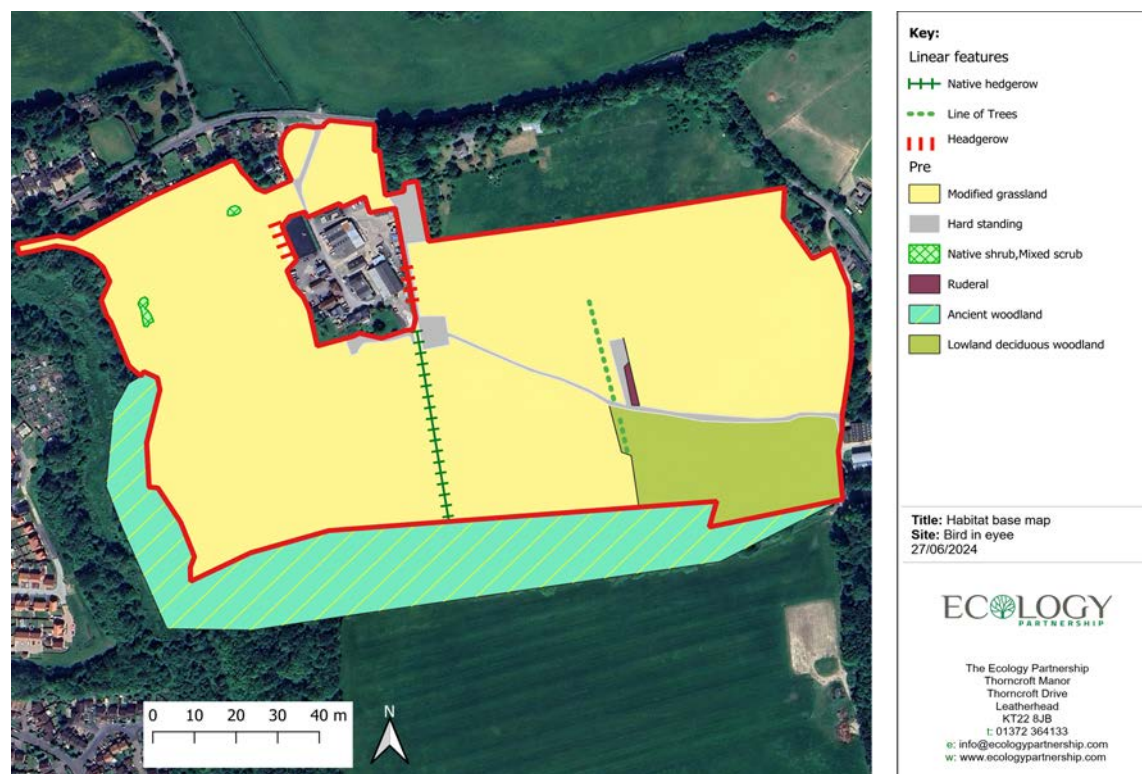


Figure 5: Habitat map (2024 survey)

Table 3: Summary table of habitats present on the site and levels of importance

Habitats	Description	Level of Importance
Modified grassland	Dominant habitat on site	Site
Mature treelines	One treeline with direct connectivity from the off-site adjacent ancient woodland Linear features / green corridors	Local
Hedgerows	Their composition varied in terms of height, structure and species composition Linear features / green corridors	Local
Off-site ancient woodland edge	Bird in Eye, ancient woodland block with connectivity to off site habitats through hedgerows and tree lines	Regional
Scattered scrub	Small and scattered habitat. Limited in nature and extent	Site
Lowland deciduous woodland	Planted woodland, linked to ancient woodland and provides additional habitat	Local

Species and species groups

- 3.26 Species data is derived primarily from biological records within 2km of the site and the protected species surveys conducted throughout 2019 to 2024, commissioned to support this EcIA.

Bats

- 3.27 Numerous trees along the sites boundaries and within the ancient woodland however may support roosting bats. None of these are being removed as part of the scheme, The tree line, TL1, is also to be retained in full. As such, no trees are scheduled for removal and all therefore retain their potential for bats.
- 3.28 The majority of site as a managed grassland field was considered to be sub-optimal habitat for bats, but the boundary features do offer optimal habitat suitability for foraging and commuting bats, owing to the presence of ancient woodland edge, mature hedgerows and treelines along the field edges (CSa Environmental 2019).
- 3.29 Activity and static detector surveys were undertaken in 2019 and are currently being updated in 2024. These surveys revealed use of the site by a minimum of seven bat species.
- 3.30 **Common pipistrelle** (*Pipistrellus pipistrellus*) and **soprano pipistrelle** (*P. pygmaeus*) and were the most frequently recorded species during the walked transect and static detector surveys. Both species are common and widespread bat species within the UK (Mathews *et al.* 2018). According to the Sussex Bat Group (2019), common pipistrelles are widespread and abundant in the county whilst soprano pipistrelles are widespread and fairly common.
- 3.31 **Myotis species** (*Myotis spp.*) were recorded in low levels across both walked transects (two calls) and static detector surveys (only two calls) Note that myotis calls could not be confidently identified to species and have been grouped in the general 'myotis species' category. Myotis species are widespread and relatively scarce in Sussex. As only limited calls were recorded, the site is not considered to be an important habitat for these species.

- 3.32 **Serotines** (*Eptesicus serotinus*) were recorded in low numbers, with only one call recorded during the walked transects and only three recorded on the statics. As only limited calls were recorded, the site is not considered to be an important habitat for these species.
- 3.33 **Noctules** (*Nyctalus noctula*) and *Nyctalus sp* formed only a low proportion of the total calls on site, at 16 calls on the static and none recorded on the walked transects. It is considered likely that low numbers of these individuals were using the site occasionally and it does not form part of their core foraging and commuting habitat.
- 3.34 **Brown long eared bats** (*Plecotus auritus*) were recorded once on the walked transect and 4 times across the static monitoring period. As only limited calls were recorded, the site is not considered to be an important habitat for these species.
- 3.35 Given the assemblage of bat species and their levels of activity on site, the populations of bats using the site are considered to be of up to **local importance**.

Badgers

- 3.36 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. No setts were identified during the update PEA in 2024, however, the northern woodland adjacent to the road was not accessed.
- 3.37 As sett status changes, and the animals and mobile and dynamic, update monitoring prior to development would be required.
- 3.38 This species is protected for animal welfare reasons rather than their conservation status. As such, they are included to demonstrate legal compliance.

Hazel Dormice

- 3.39 Dormouse monitoring surveys were undertaken across the site boundaries between in April and November 2019. The September check, an adult female dormouse was found

in a tube within the north-western corner of the Site along with four eyes-closed juveniles. An empty dormouse nest was also found during the November check within the south-western corner of the Site on the edge of woodland. Further surveys were also undertaken across woodlands W2 and W3 within the proposed SANG area with checks undertaken in November 2019 and between April and September 2020. No evidence of dormice was recorded during these surveys.

3.40 The presence of dormice within the woodlands around the site is considered to be of **local importance**.

3.41 Update surveys are currently being conducted across the hedgerows, tree lines and woodland (Bird in Eye) throughout 2024.

Great Crested Newts (GCN)

3.42 There is a single pond on site within the woodland. Water samples were collected from this pond, P1 on 24 April 2019. Presence/absence pond surveys of Pond 1 were also undertaken alongside eDNA sampling. Two surveys were undertaken on 24 April 2019 and 08 May 2019. No GCNs were recorded in Pond 1 (P1). Ponds P2, P3 and P4 were not granted access.

3.43 Update eDNA survey was conducted on the pond, P1, set within the woodland on 23rd May 2024. No GCN DNA was identified.

3.44 The site lies within the green zone and therefore there is limited potential for GCNs to be present in the local landscape. As such, no further surveys for GCNs are recommended. GCNs are scoped out of the assessment.

Reptiles

3.45 Two species of reptile, grass snake and common lizard, were recorded on-Site during the surveys. A peak count of two adult grass snakes were recorded on 12 July 2019 and one common lizard on 12 September 2019. Reptiles were mostly found close to the northern boundary of the site and along a single hedgerow. The Site was concluded to support low populations of both grass snake and common lizard. The populations of reptiles using the site are considered to be of up to **local importance**.

- 3.46 Update reptile surveys are being conducted in 2024.
- 3.47 The majority of the reptile habitat is to be retained within the scheme., with areas of the site being set aside for SANGS and for open space, alongside ancient woodland buffer zones. It is considered that the development proposals support plenty of space to support the reptiles identified within the boundary.

Breeding birds

- 3.48 The boundary habitats of hedgerows and tree lines, scattered scrub have potential to support nesting birds, whilst the managed fields was considered to have limited potential due to their management and grazing regime. Bird in Eye, the ancient woodland, was also considered to be of value for breeding birds. Due to the ancient woodland edge, the tree lines and hedgerows, the site is considered to be of value of up to **local importance**.

Other Species

- 3.49 Otter and water vole surveys were conducted in the off site stream to the west of the site, in Framfield Stream and the watercourse which runs through the woodland Bird in Eye Shaw. No evidence of otters or water voles was recorded. These are scoped out of the assessment.
- 3.50 Hedgehogs have the potential to be present around the site boundaries.
- 3.51 A barn owl box is located within the tree line TL1. This will be fully retained within the site boundary, and located adjacent to the SANG area.

Future Baseline

- 3.52 Future baseline conditions are conditions which would be likely to arise if present conditions continue and a change of land use through the planning system does not occur. These conditions are assumed to be the continued functioning of the field for farming, including arable and grassland ley.

Table 4: Summary table of faunal groups surveyed and present on the site and levels of importance

Faunal Group/Species	Description	Level of Importance
Bats (roosting)	Numerous trees along the site boundaries have been assessed as having bat roost potential, ranging from 'low' to high'. All of these are to be retained in situ	Local
Bats (foraging and commuting)	The boundary features on site support potential for foraging and commuting bats. The field is sub optimal for foraging and commuting bats, whilst the adjacent off-site ancient woodland is optimal. At least seven bat species were identified during the activity and static record surveys in low numbers.	Up to Local
Badgers	[REDACTED]	Site (legislative implications)
Dormice	Present in the ancient woodland around the site boundaries and at the northern aspect of the site	Local
GCN	Considered likely absent	N/A
Reptiles	A 'low' population of grass snake and common lizard recorded within the site boundary.	Local
Breeding birds	Woodland considered to support a range of species. This is off site. On site habitats considered to support common and widespread species. Barn owl box and use of this box notable.	Local
Otters and water voles	Considered likely absent	N/A
Hedgehogs	Likely to be present around the edges of the site.	Site

4.0 Description of the Proposed Development

4.1 The site landscape masterplan shows the extent of the development area and green infrastructure area within the development area. A range of embedded mitigation and proposed compensation measures will be implemented within both the development and ownership boundaries.

4.2 Specified features of the landscape masterplan that can be considered as **embedded mitigation** are:

- Ancient woodland 15m buffer zone with planted ancient woodland edge with no development / construction;
- Ancient woodland 50m buffer where there is no residential development;

-
- Retention and buffer of bat potential trees;
 - Retention and buffer of the badger setts located off site (in Bird in Eye) and in the off site woodland located along the B2102;
 - Retention of plantation woodland to the south east of the site;
 - Retention of the majority of hedgerows and tree lines within and around the site;
 - Construction on modified grassland habitats, of site value only.
- 4.3 Specified features of the landscape masterplan that are proposed as **compensation**, for the loss of the site's baseline habitats, are:
- Sowing POS and SUDS areas with relevant wildflower meadow mixtures;
 - Planting of new mixed native thorny scrub along the ancient woodland boundaries to create a more extensive green edge;
 - New street tree planting within the site boundaries.
- 4.4 Full habitat details can be found within the Biodiversity Net Gain report (The Ecology Partnership 2024).
- 5.0 Assessment of Effects and Mitigation Measures**
- 5.1 The impact assessment is for the development as described above (Section 4), including the submitted site layout plan, landscape and ecology strategy and their embedded mitigation. This assessment does not separate construction and operation impacts, rather it is focussed on assessing effects on important features that would result from the final layout. Residual impacts are those that remain after mitigation and before compensation, which is considered in section 7.
- 5.2 Features within or overlapping the red line that require an impact assessment are those determined as important in section 3, namely:
- Off-site ancient woodland;
 - Mature treelines;
 - Hedgerows;
 - Lowland deciduous woodland;
 - Bats;
 - Badgers;

-
- Reptiles;
 - Dormice and
 - Nesting birds.

5.3 Important features offsite, but within the zone of influence of the development and have the potential to be impacted by increased recreational pressure, are:

- Ashdown Forest SPA and SAC.

Off-site ancient woodland

5.4 The off-site ancient woodland, adjacent to the southern site boundary is considered to be of regional value, hold the highest ecological value and provide landscape connectivity. The ancient woodland is to be retained as per site development plans but encroachment and other indirect impacts have the potential to result in a **minor negative impact of regional importance**.

5.5 Mitigation for the ancient woodland includes a buffer at least the minimum requirement of 15m and, within the masterplan this extends to 50m, which avoids any direct loss of habitat and also ensure that roost systems are protected and understory around the very edges of the ancient woodland will also be retained. Thorny scrub planting is also planned along the woodland edge, which also serves to prevent recreational impacts such as pedestrian encroachment and fly tipping. The woodland is outside the red line and is not open to the public. The open space provision created as part of the proposals, will ensure there are local recreational opportunities for residents, which avoids the ancient woodland.

5.6 Consideration of pollution prevention and water levels must be made, to ensure that the woodland habitat does not suffer as a result of water run-off, pollution or changing to the water table, which should be reviewed by a hydrologist. Impacts such as light pollution and garden encroachment will be minimal as public open space is already designed to be in this area, with housing located away from the woodland. The nearest footpaths to the woodland would be unlit.

Mature treelines

- 5.7 The on site mature treelines are considered to be of local value and provide landscape connectivity in the landscape and some foraging and commuting habitat. These features will be retained and buffered from the development as per site plans.
- 5.8 The site layout also ensures that no back gardens back on to these habitats or that these tree lines are incorporated into private ownership. The retainment and buffer of these habitat features will result in a **neutral impact**.

Hedgerows

- 5.9 The on site hedgerows are considered to be of local value, have high ecological value and vitally, provide landscape connectivity. The hedgerow H2 is located on the site boundary are to be entirely retained and buffered from the development as per site plans. The hedgerow located within the grassland (H1) will also be largely retained whereas a small section of the hedgerow is proposed to be removed for access, although the amount of hedgerow removed has been kept to a minimum through the appropriate locating of the road.
- 5.10 Mitigation for potential hedgerow damage or degradation on includes a buffer to be maintained between the hedgerows and development, which will serve to consider root protection areas and maintain dark corridors. Heras fencing will be erected at least 2m from the retained site boundaries, to act as a visual and physical buffer during construction to prevent their degradation in addition to protecting reptiles present along the site edges.
- 5.11 The site layout also ensures that no back gardens back on to these habitats or that these hedgerows are incorporated into private ownership. The small sections of removal of this habitat feature will result in a **minor negative impact at a local level**.

Lowland Deciduous Woodland

- 5.12 The on site lowland deciduous woodland is considered to be of local value is located adjacent to the ancient woodland, Bird in Eye Shaw. The woodland will be retained and buffered from the development as per site plans.

- 5.13 The site layout also ensures that no back gardens back on to this and that the woodland is located within the open space / SANGS area. This habitat is also to be managed for wildlife and improved in terms of condition. The retainment and buffer of these habitat features will result in a **neutral to positive impact**.

Bats - roosting

- 5.14 Whilst numerous trees were assessed as having bat roost potential across the site boundaries, all of the trees are to be retained and buffered from the development.
- 5.15 Mitigation involves the sensitive felling of any trees which have some potential leaving the sections on site at least overnight before they are further broken down and removed from site. It is however, recommended that all mature trees are retained as much as possible. Additionally, the installation of bat boxes on retained trees or integrated into new buildings will also take place.

Bats - foraging and commuting

- 5.16 The majority of the development footprint will occur centrally on the large area of sub-optimal habitats, with optimal bat habitats restricted towards the site margins, including hedgerows and treelines and the ancient woodland edges.
- 5.17 Whilst there are several breaks within the hedgerows required for access, but this habitat loss is not considered significant and these flightlines feature will not be significantly fragmented. Embedded mitigation includes large buffers around the site edges as per the site development plans, in addition to mitigational and enhancement planting in these areas, which will buffer and strengthen existing foraging areas and flightlines.
- 5.18 Mitigation also includes restricting the treeline loss and consequent canopy cover reduction to as small an area as possible, plus the implementation of a sensitive lighting scheme across the site, which can be conditioned. A sensitive lighting scheme will reduce any impacts from new artificial lighting on foraging and commuting bats as recommended within the Bat Activity report (CSa Environmental). It is considered that the loss of small sections of suitable and a large area of sub optimal habitat on site however, will still result in a **negative effect of local importance**.

Badgers

5.19 The legislative protection for badgers applies to the animals and their setts for welfare purposes. [REDACTED]

[REDACTED] An update walkover should be carried out prior to the commencement of works and this can be secured through planning conditions.

5.20 [REDACTED]
[REDACTED]

5.21 If any setts are found to be within the development footprint following an update walkover, then a Natural England mitigation licence will need to be applied for.

5.22 [REDACTED], the following best practice methods will be adopted for mitigation:

- Any trenches or excavations on site should be either covered over at night or a plank of wood placed in so as to allow any mammals to escape if the badgers were to accidentally fall in.
- Any open pipes or conduits laid should be blocked off each night to prevent badgers from entering them.
- Construction work should only take place between dawn and dusk with no late evening work. This will reduce possible disturbance to badgers as they emerge to forage and also reduce the risk of traffic casualties from late working site traffic.

5.23 With the above mitigation in place, the development will produce a **neutral effect** on foraging and commuting badgers as a result of the proposed development.

Reptiles

5.24 The majority of the development footprint is sub-optimal for reptiles due to managed nature of the field networks. The optimal reptile habitats support low reptile populations of grass snake and common lizard, albeit these are limited to the field boundaries. As the site supports only two reptile species, it does not meet the criteria for a 'key reptile site'.

- 5.25 Construction activities have the potential for a reduction of small areas of suitable reptile habitat including small sections of the northern edge of site for access purposes. The remainder of the habitats that support reptiles are to be retained and buffered from the development.
- 5.26 Mitigation measures for reptiles include:
- Retention of the majority of boundary habitats;
 - Heras fencing installed around the retained boundary habitats, at least 2m from hedgerow features to protect reptile populations present;
 - Small sections of suitable habitat to be removed must be done using a two-phase cut, under RAMS and ecological supervision;
 - If larger areas, then a translocation is likely to be required;
 - Translocation of any individual animals found to areas being retained;
 - Continued current management of the grassland field to ensure there is no further of any vegetation development and the ground remains unsuitable for reptiles.
- 5.27 These measures are considered sufficient to ensure harm to reptiles is avoided. Further mitigation details can be seen within the reptile report. The habitat loss on site will result in a **minor residual impact of local level importance**.

Dormice

- 5.28 The majority of the development footprint will occur centrally on the large area of sub-optimal habitats for dormice, with the development largely on grassland, with optimal dormouse habitats restricted towards the site margins, including hedgerows and treelines and the ancient woodland.
- 5.29 Whilst there are several breaks within the hedgerow within the site, and a small area of scrub along the northern edge of the site, required for access, but this habitat loss is not considered significant and the green infrastructure will not be significantly fragmented. Embedded mitigation includes large buffers around the site edges as per the site development plans, in addition to mitigational and enhancement planting in these areas, which will buffer and strengthen existing habitat networks.

- 5.30 A sensitive lighting scheme will reduce any impacts from new artificial lighting on habitats suitable for dormice. Other indirect impacts, such as impacts from local residence and potential impacts from cat predation, must also be considered. It is considered that the loss of small sections of habitat on site however, and potential impacts from operation will still result in a **negative effect of local importance**.

Breeding birds

- 5.31 All hedgerows, treelines and scrub on site have potential to support breeding birds. It is not considered likely that the amount of suitable habitat to be removed would support large numbers of breeding birds or species of high conservation significance.
- 5.32 The UK breeding season for most bird species takes place between March and September. The legislative protection afforded active nests, birds and their eggs and young will be met through the mitigation clearance of vegetation outside of the breeding season or after a nesting bird check by a suitably qualified ecologist, no more than 48 hours prior to clearance. Should active nests be identified, works must cease in the vicinity of the nest until the birds have fledged the nest.
- 5.33 It is considered likely that there will be an increase in disturbance from new residents to nesting birds as part of the operational phase and there is also the potential for predation by domestic pets such as cats. The small areas of suitable habitat removal will result in a **minor negative residual effect of local importance**.

Internationally Protected Sites and SSSI

- 5.34 Ashdown Forest Special Protection Area (SPA) and Special Area of Conservation (SAC), located approximately 5.29km north of site. The Site lies within the 7km radii whereby proposed residential development is identified in Policy WCS12 of the Adopted Wealden Core Strategy (2013) as having the potential for likely significant effects on qualifying features.
- 5.35 Development of the Site is not predicted to have any impact on the designation as a result of direct loss of habitat or habitat fragmentation or habitat isolation due to the distances between the development site and the Ashdown Forest. Furthermore, as the development

site is located away from the Ashdown Forest there would be no impacts resulting from cat predation or noise, light or other impacts, resulting from development.

- 5.36 Potential effects of nitrogen deposition on the qualifying habitat features of the designation as a result of increased traffic have been considered in line with Policy WCS12 of the Adopted Wealden Core Strategy (2013). It has been concluded that increased nitrogen deposition as a result of traffic generated from the proposed development will not affect the integrity of the SAC.
- 5.37 The Site lies within 7km of the SPA and is therefore within the zone of influence set out within Policy WCS12 of the Adopted Wealden Core Strategy (2013). Residential development within a 7km radii of Ashdown Forest SPA has been identified as having the potential for likely significant effects on qualifying features (ground nesting birds; Dartford warbler and night jar) as a result of increased visitor pressure to the SPA (e.g. especially from increases in dog walking activities). Whilst the proposed development alone may not be anticipated to result in a likely significant effect, in-combination with other plans or projects this may occur.
- 5.38 The site will support SANGS, totalling 8.69ha. At 190 units, 2.4 people per unit a total increase in population of 456, where SANGS requirement is 8ha per 1000 increase in population, the SANG land at a minimum would be 3.65ha. It can be seen that the SANG land provided is over double what would be required. The required SANGS route would be a minimum of 2.5km circular walk. The SANGS land is shown in the landscape masterplan.
- 5.39 Additional mitigation for the potential effects on these designations will be provided through funding of the Strategic Access Management and Monitoring Strategy (SAMMS) in line with Policy WCS12 of the Wealden District Adopted Core Strategy Local Plan (2013). SAMM contributions will be made in relation to this development in line with the tariff set by the Local Planning Authority. Subject to the implementation of this strategic mitigation approach, no significant adverse residual effects are anticipated.
- 5.40 With regards to impacts on other designated sites, notably Buxted Park SSSI located 1.3km to the north of the site, the proposals lie outside the listed developments which are

considered likely to impact upon the integrity of the SSSI units. Considering this, and the provision of new recreation opportunities designed into scheme, impacts on Buxted Park and other designated sites are considered to be unlikely.

Ancient Woodland

- 5.41 **Bird in Eye Shaw / Ancient Woodland** lies adjacent to the south of the site and to the south west of the site. The proposals will not directly impact this habitat through fragmentation or loss but it may be subject to additional recreational pressure, albeit no access into the woodland is provided. Any increase in recreational pressure will be minimised by providing on-site public open space and SANG. It is considered that all the SANG and POS provided on site is likely to be used by future residents on a day-to-day basis. Other measures to reduce impacts, will include creation of more accessible footpaths, habitat linkages across the site, new walking routes and significant buffer zones (50m along the northern aspect). Construction impacts will be removed through implementation of a CEMP. Lighting will be conditioned. Overall, this will result in a **negligible residual impact**.

6.0 Cumulative effects

- 6.1 The largest scheme is the Ridgewood Farm, Uckfield Application reference: WD/2019/1773/MRM WD/2015/0209/MEA Outline application for residential-led mixed use development for up to up to 1000 dwellings, a primary school, retail, community, health, leisure and employment uses. Reserved matters was approved in January 2019. Eastbourne Road, Uckfield Application reference: WD/2020/0410/MAO –Outline planning application for up to 90 residential dwellings, structural planting and landscaping, informal public open space and children's play area has been approved.
- 6.2 The consented developments are all required, as a result of the planning process, to minimise effects on ecology through mitigation measures. The granting of planning permission for these sites have been a result of assessing potential impacts on the surrounding habitats, including designated sites, as required by law and policy. This includes assessing the impacts alone and in combination with other projects and plans within the local landscape.

6.3 Other developments include smaller developments such as; extensions, building change of use plus demolition and replacement of single or low numbers of buildings. These types of developments are considered to have negligible impact upon surrounding habitats and protected sites as they do not result in a significant net increase of people living in the area.

6.5 Assuming that the nearby developments have mitigation in place to negate any potential negative effects such as increased visitor pressure on surrounding habitats and that protected species surveys have been conducted, a cumulative impact from the developments would be insignificant.

7.0 Compensation

Hedgerows

7.1 Several small sections of the hedgerow will be removed to allow access through the field networks. Compensation measures includes the planting of a new native mixed species hedgerow with trees along the SANGS boundary.

7.2 The new hedgerows will improve connectivity and enhance green infrastructure across the site boundaries as a whole. New and existing hedgerows will be managed in the long term for a range of wildlife including bats, dormice and reptiles present on site. It is therefore considered there will be an overall **minor positive effect of site importance**:

Bats

7.3 The bat activity report (CSa Environmental 2019) outlines the recommended mitigation and compensation measures for bats overall across the site. The following compensation measures are considered to be sufficient to remove any residual effects on these species:

- Planting of new urban trees, across the site and near the proposed site entrance to create 'hop-over' points which would maintain aerial linkages and contribute to the green infrastructure within the site;
- Trees will also be planted within the POS creating a more diverse open space provision and
- Planting POS and SUD areas wildflower meadow mixes to increase invertebrate activity and in turn, prey for bats.

- 7.4 A sensitive lighting scheme will be condition as part of the permission. This will ensure that light levels along the boundaries are low to ensure bats can utilise the edge habitats as per current levels. It is recommended that the southern boundary supports light levels of approximately 0.45 lux.
- 7.5 The habitats to be created as part of the development, including scrub and wildflower planting around the site's edges are considered to be of higher quality habitat for bats than what is currently present on site. Whilst modified grassland is to be lost the site will support a range of new and enhanced habitats, resulting in a **neutral impact of site importance** for foraging and commuting bats.

Dormice

- 7.6 Small areas of hedgerow will be removed, and potentially some scrub on the northern aspect of the site is likely to be removed to allow for access and the cycle route. All areas of removal of habitat would be required to be removed under a Natural England dormouse licence (dependent on extent of clearance).
- 7.7 The habitat removal required is minimal, with the extensive areas of habitat being retained and buffered. Significant areas of new planting, notably around the ancient woodland, will be planted with native scrub species (oak, spindle, hawthorn, honeysuckle, hazel, crab apple) will provide high value habitat for dormice.
- 7.8 All habitats created, including new and existing hedgerows, new scrub habitat, will be managed in the long term for dormice. It is therefore considered there will be an overall **neutral impact of site importance**.

Reptiles

- 7.8 The reptile survey report outlined the recommended mitigation and compensation measures for reptiles. These measures will be implemented to compensate for the losses of suitable grassland habitats. The below compensation measures would result in a **minor positive effect of site importance**:
- Planting of native mixed scrub site boundaries, increasing suitable habitat and improving connectivity across site;
 - Creation of SUDS designed to support species rich grassland planted for wildlife;

- Creation of new grassland areas around the new SUDS and POS with a wildflower meadow mix; and
- Management of retained and new habitats to provide a range of niches, specifically grassland areas maintained at a longer sward for wildlife.

Breeding birds

7.9 Mature tree lines, hedgerows and the woodland are largely being retained. New planting will compensate for any small habitat loss. The recommended compensation measures are through the provision of the scrub edge planting which would provide nesting and foraging habitat for native species. It is considered there will be an overall **neutral impact at site level**.

8.0 Enhancement

8.1 The development proposals include significant enhancements for the site. These have been designed to ensure there is minimal impact on ecology.

8.2 A new community orchard is to be created in the north western aspect of the site. This will support a range of native fruiting species which provide value for species such as bats. The grassland will be managed with a light touch (under a LEMP) to provide a species rich grassland habitat. The use of log piles within the orchard area will provide some habitat for reptiles and invertebrates.

8.3 The use of integral bat boxes within the new development and the use of bat boxes on existing mature trees will also provide enhanced roosting opportunities within the redline boundary and result in a **minor positive impact of site importance** for roosting bats.

8.4 The installation of bird boxes on mature trees or on the new homes will also provide enhanced nesting opportunities within the redline boundary for common birds. This would result in a **minor positive impact of site importance**.

8.5 The use of dormouse boxes within the woodland will uplift the potential of the woodland for dormouse nest building. These dormouse boxes would result in a **minor positive impact of site importance**.

- 8.6 The above measures will provide new opportunities for a range of wildlife including breeding birds, reptiles, dormice and foraging bats. The long-term management of these habitats should be detailed in a LEMP, which will ensure it is managed to maximise wildlife in the long term- for example maintaining longer grassland around the SUDS and POS areas, mowing a footpath through it for pedestrian access.
- 8.7 The following enhancements are included within the scheme and summarised below;
- Sowing amenity grassland areas with a flowering lawn mixture;
 - Sowing POS areas with wildflower meadow mixtures to increase biodiversity;
 - Planting native urban trees (mixture to be agreed with arboriculturalist) through the site and along the road networks;
 - Provision of integral bird and bat boxes;
 - Installation of log piles and hibernacula creation;
 - The provision of hedgehog highways and hedgehog homes;
 - Provisions of dormouse boxes within the off site but adjacent ancient woodland (Bird in Eye Shaw);
 - Long-term management of retained and newly planted habitats such as scrub and grassland to benefit wildlife.

9.0 Monitoring

- 9.1 A site walk over will be required within three months of the construction start date, to ensure baseline habitats are at the same condition and all mitigation/compensation measures are relevant.
- 9.2 Ecological clerk of works tasks will be required during construction, to ensure there is no change in the baseline that may alter the implementation of the development.
- 9.3 All reptile and badger mitigation work must be undertaken under the supervision of a suitably qualified ecologist and all vegetation clearance on the site boundaries must be undertaken with hand tools only to ensure that the species are protected during works. Nesting bird checks will also be undertaken prior to habitat removal.
- 9.4 All scrub clearance works must be conducted under a Natural England dormouse licence, if required.

- 9.5 Habitat management will be required post-development to ensure the LEMP supports the habitat creation objectives. .

10.0 Summary and conclusions

- 10.1 The development at Bird in Eye Farm results in a change of land use into residential development with up to 190 residential dwellings to be created with associated open space and infrastructure. Table 6 (below) summarises the effects on important features and how mitigation and compensation have been applied.

Baseline ecology and effects

- 10.2 The baseline features evaluated as important (through site designation, legislative protection or priority status on NERC Act 2006 Section 41 lists), so needing an assessment of effects, are as follows.
- 10.3 Important features offsite, but within the zone of influence of the development and have the potential to be impacted by increased recreational pressure, are:
- Ashdown Forest SAC and SPA
- 10.4 Features within or overlapping the red line that require an impact assessment are those determined as important in section 3, namely:
- Off-site but adjacent ancient woodland (Bird in Eye Shaw);
 - Mature treelines;
 - Hedgerow;
 - Lowland deciduous woodland;
 - Bats;
 - Badgers;
 - Dormice;
 - Reptiles.

Mitigation, compensation and enhancement

- 10.5 Embedded mitigation comprises the development footprint largely taking place on modified grassland habitat which is of limited ecological value and the retention of the majority of boundary habitats.

10.6 Residual impacts can be removed through species specific mitigation and compensation measures, which should be written into the planning conditions for the full planning application. The following methods are recommended:

- Removal of the treelines limited to as small an area as possible;
- A sensitive lighting scheme across the site, particularly for the site boundaries which must remain unlit;
- Buffer around retained boundary features, with protective Heras fencing;
- Buffer around the retained badger setts, with protective Heras fencing;
- Reptile mitigation, including sensitive clearance and translocation if required;
- New mixed scrub planting along the northern aspect of the woodland site edges;
- New native mixed species hedgerow planting within the scheme;
- Creation of SUDS planted for wildlife in south east corner of site;
- Sowing POS and SUDS areas with wildflower meadow mixtures to increase biodiversity and increase reptile suitable habitat post development.

10.7 Enhancements should be secured by condition including:

- Provision of bird boxes on trees and buildings;
- Provision of bat boxes on trees and bat tubes in buildings;
- Provision of dormouse boxes within the off site but adjacent ancient woodland (Bird in Eye Shaw);
- Creation of log piles and hibernacula around the sites edges;
- The inclusion of hedgehog highways and hedgehog homes;
- Long-term management of the new and existing habitats to benefit wildlife and biodiversity.

10.8 Site monitoring is required to ensure that on site conditions have not changed between the 2024 walkover and construction starting. If further reptile suitable habitat has established, mitigation will be reviewed and a full translocation may be required. Monitoring is also required during construction, to ensure that the boundary features are adequately fenced off and protected from site works/ degradation.

10.9 Monitoring is required prior to the construction phase for badgers. [REDACTED]

[REDACTED]

Monitoring will also include an ecological clerk of works at construction phase to ensure sensitive clearance of required habitat areas. Monitoring will ensure implementation of the conditions in addition to ensuring there is no change in the baseline that may alter the implementation of the development.

Summary

- 10.10 The proposed development is to be built on habitats common and widespread and of site value only. Habitats of value, including the ancient woodland edge, mature treelines and hedgerow boundary habitats are largely being retained and maintained within the scheme.
- 10.11 Whilst there is some loss of hedgerow sections for new site access, these will be compensated for by the buffering of retained boundary features and the provision of new mixed species hedgerow with trees features along the boundaries.
- 10.12 To compensate for the loss of low value habitat, higher value habitats will be created, including SUDS planted for wildlife and wildflower meadow planting in new POS areas.
- 10.13 Enhancements include the planting of urban trees across site, creation of log piles and the use of a variety of wildlife boxes within the scheme.
- 10.14 It is considered that the new habitats created are of higher value than the ones which are lost. Overall, no significant impacts are predicted on protected species resulting from this development.

Table 5: Features of the site where significant effects are predicted from the development

Feature	Effect type and magnitude	Mitigation	Residual effect	Compensation to remove residual effects	Residual effect after compensation	Enhancement/biodiversity gain
Designated sites						
Ashdown Forest SPA SAC	Minor negative impacts of local level from increasing recreational pressure	Creation of high quality open space provision on site. SANG creation Creation of footpath linkages and recreational space on site	Minor Negative	SAMMS provisions	Neutral	N/A
Buxted Park SSSI	Neutral	Creation of high quality open space provision on site. Creation of footpath linkages and recreational space on site	Neutral	-	N/A	-
Priority habitats						
Ancient woodland (Off-site)	Minor negative of local level, recreational impacts from encroachment and degradation	Minimum requirement of a 15m buffer along the woodland edge, extended to 50m Thorny planting within 15m buffer to prevent encroachment	Neutral	-	N/A	-
Treelines	Neutral No loss anticipated	Heras fencing 2m from retained treeline to protect from degradation	Neutral	Creation of new mixed species native hedgerow with trees along the southern site boundary-increased	Neutral	Additional hedgerow planting and tree planting Long term management for wildlife

				connectivity across the western half of site		
Hedgerows	Negative of local level, Loss of small areas of hedgerow habitat for access	Restrict treeline loss to as small an area as possible Heras fencing 2m from hedgerows to protect retained features on site. Embedded mitigation (BS5837) to avoid damage to retained hedgerows.	Negative of local level	Creation of new mixed species native hedgerow along the southern and western site boundary- increased connectivity across the western half of site	Neutral	Creation of new mixed species native hedgerow increased connectivity across the south western corner of site Long term management for wildlife
Lowland deciduous woodland	Neutral No loss anticipated	Heras fencing 2m from retained treeline to protect from degradation	Neutral	Woodland management to provide glades and opportunity to develop understorey	Minor positive	Long term management for wildlife
Priority and protected species						
Bats (foraging and commuting)	Negative of local level, Loss of sections of hedgerows Light pollution causing indirect loss of commuting habitats and severance of flightline	Restrict hedgerow loss to as small an area as possible, retention of the majority boundary features Implementation of sensitive lighting scheme and 2m buffer from treeline, woodland or hedgerow features to maintain dark corridors	Minor negative of site importance	Mixed species hedgerow planting along the western and southern site boundaries- increased connectivity across the site	Neutral	Mixed scrub planted around the sites boundaries to create more robust green infrastructure across the site Creation of SUDS planted for wildlife and wildflower meadow in the south east corner of site Urban tree planting across site

		Creation of hop-over points for bats commuting along the northern treeline feature				
Bats (roosting)	Neutral No tree removal anticipated	Heras fencing to be installed around the retained boundary habitats Implementation of sensitive lighting scheme Sensitive removal of trees in sections and leaving on site overnight before removal	Neutral	-	Neutral	New bat boxes/ tubes to be installed on site to create new roosting opportunities.
Badgers	Neutral 	Precautionary working practices to be implemented during construction.	Neutral	-	N/A	Habitat creation and enhancement Creation of log piles
Common reptiles	Minor negative of local level, Loss of sections of suitable habitat. Potential disturbance from new residents and predation from new domestic cats	Majority of suitable habitat to be retained and protected from site works via Heras fencing Sections of habitat removal to be conducted under RAMS and ecological supervision Translocation of any reptiles found to areas retained	Minor negative of local importance	Wildflower meadow grassland habitat feature to be created around POS in south east of site Creation of SUDS Planting of hedgerow habitat in western half of site, increased suitable habitat and improved	Minor Positive	Creation of log piles and hibernacula Long-term management of new habitats for reptiles including longer grassland around the SUDS in the south east corner

				connectivity across site		
Dormice	Minor negative of local level, Loss of sections of suitable habitat. Potential disturbance from new residents and predation from new domestic cats	Majority of suitable habitat to be retained and protected from site works via Heras fencing Sections of habitat removal to be conducted under RAMS and ecological supervision or under Natural England licence if required New habitat created	Minor negative of local importance	Planting of hedgerow habitat planting of 15m woodland buffer with species rich native scrub, increased suitable habitat and improved connectivity across site	Neutral	Use of dormouse boxes to uplift the carrying capacity within the woodland
Breeding birds (active nests)	Minor negative of site level, loss of treelines and scattered scrub patches Potential predation from domestic cats from new residents	Construction works timing outside of breeding bird season or under ecological supervision	Minor negative at site importance	Planting of new hedgerows and tree lines, scrub habitats	Neutral	Additional nesting habitats planted including mixed scrub and urban trees Installation of bird boxes

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Date: 29/07/2024

EXECUTED as a Deed by affixing the
common seal of **WEALDEN DISTRICT
COUNCIL** in the presence of:



Authorised Signatory

SIGNED as a DEED by

PETER JOHN BERRY

in the presence of:

Sign here



Signature of witness _____

Name (in CAPITAL LETTERS) _____

Address _____

SIGNED as a DEED by

KATHLEEN BERRY

in the presence of:

Sign here



Signature of witness _____

Name (in CAPITAL LETTERS) _____

Address _____

Executed as a Deed by affixing)

the common seal of **CROUDACE**)

HOMES LIMITED in the presence of)

Director

Director/Authorised Signatory