

Dated 17 October 2015

(1) TAYLOR WIMPEY UK LIMITED

- and -

(2) SECRETARY OF STATE FOR DEFENCE

- and -

(3) SHEPWAY DISTRICT COUNCIL

-and-

(4) THE KENT COUNTY COUNCIL

DEED
pursuant to Section 106
of the
Town and Country Planning Act 1990
relating to land at
the Shorncliffe Garrison

Planning Application Ref: Y14/0300/SH

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THIS AGREEMENT is made the 17 day of December 2015

BETWEEN:

- (1) **TAYLOR WIMPEY UK LIMITED** (company number 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR (the "First Owner"); and
- (2) **SECRETARY OF STATE FOR DEFENCE c/o the DEFENCE INFRASTRUCTURE ORGANISATION** Burgoyne 1 – 4, Burgoyne Barracks, Shorncliffe, FOLKESTONE, Kent, CT20 3HA (the "Second Owner");

parties (1) and (2) collectively referred to as the 'Owner'

and

- (3) **SHEPWAY DISTRICT COUNCIL** of The Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY (the "Council")
- (4) **THE KENT COUNTY COUNCIL** of County Hall Maidstone ME14 1XQ (the "County Council")

known collectively as the "Parties"

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 as amended (the "Act") for the area within which the Property is situated and is the authority by whom the planning obligations contained in this Deed are enforceable
- (B) The County Council is the Local Highways Authority the Local Education Authority and the Statutory Library Authority for the area in which the Property is situated
- (C) The Second Owner is the registered freehold owner of part of the Property under title numbers K922316 and K975919
- (D) The First Owner is the registered freehold owner of part of the Property under title number TT37417
- (E) The First Owner submitted the Planning Application to the Council
- (F) The Council has resolved to grant the Planning Permission subject to the completion of this Deed and conditions

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 In this Agreement words and expressions shall have the following meanings:-

"2008 Act"	means the Housing and Regeneration Act 2008
"Affordable Housing"	means Affordable Housing as that term is described and/or defined in Annex 2 of the National Planning Policy Framework
"Affordable Housing Land"	means each area or areas of land upon which the Affordable Housing Units shall be constructed which shall be fully serviced sites in accordance with all necessary consents and permissions
"Affordable Housing Provider"	means any body or organisation that is permitted by law and whose main function or aim is to provide and/or manage Affordable Housing including a housing association or housing company or trust registered as a provider with the Homes and Communities Agency or its successor or an alternative provider of Affordable Housing or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant in each case nominated by the Owner and approved in writing by the Council or other affordable housing provider approved by the Council
"Affordable Housing Units"	means the Affordable Housing units to be constructed on the Affordable Housing Land together with associated parking in accordance with this Deed and "Affordable Housing Unit" shall be construed accordingly

<p>Affordable Rented Housing"</p>	<p>means housing for rent at up to 80% of local Market Rent including Service Charge (where applicable) and "Affordable Rents" and "Affordable Rented Housing Units" shall be construed accordingly</p>
<p>"Bus Service Infrastructure"</p>	<p>means the provision of additional bus stops on Horn Street, Church Road, Royal Military Avenue, West Street & Pond Hill Lane; enhanced and/or relocated bus stops on Church Road, Royal Military Avenue, Cheriton High Street; and the closure of bus stops on Church Road</p>
<p>"Bus Service Operator"</p>	<p>means the bus transport company Stagecoach unless otherwise agreed by the Owner and the County Council in circumstances where an alternative operator shall become responsible for the bus services that are the subject of the Bus Service Pump Priming</p>
<p>"Bus Service Pump Priming"</p>	<p>means financial contributions towards provision of new, diverted, and improved bus services in the immediate vicinity of the Development</p>
<p>"Commencement"</p>	<p>means the commencement of the Development by the carrying out of a material operation (as defined by Section 56 (4) of the Act) provided always that:</p> <ul style="list-style-type: none"> (i) any works necessary in undertaking a land survey of or obtaining soil samples from the land whether that be in respect of any requirements for environmental or ecological studies or otherwise; (ii) any remedial works on the land necessary to prevent the risk of harm to human health and safety or required in order to remediate the Property or comply with any condition imposed upon the grant of a planning

	<p>permission or any licence;</p> <p>(iii) works of demolition and site clearance including earth works, re-grading and landscape clearance works</p> <p>(iv) works of archaeological excavation on the land</p> <p>(v) erection of hoardings, temporary enclosures, fences and other security measures on the Property including any advertisements upon them</p> <p>(vi) works for the provision and diversion of services</p> <p>(vii) works on or to internal roads including the provision of haul roads</p> <p>shall for the purposes of this Deed be deemed not to be works which shall begin the Development and "Commence" and "Commence Development" shall be construed accordingly</p>
"Development"	the development of the Property pursuant to the Planning Permission or any future development permitted under Section 73 of the Act
"Dwellings"	means the residential units to be constructed on the Property pursuant to the Planning Permission
"Estate Management Company"	means a body established by the Owner or an existing body (in either case approved by the Council in writing) to carry out the long term management and maintenance of any land and infrastructure to be managed by it in accordance with the provisions of this Deed

<p>"Estate Management Scheme"</p>	<p>means a detailed scheme to be submitted by the Owner to the Council for the Council's written approval to demonstrate how the Estate Management Company is to perform its function and to include details of:</p> <ul style="list-style-type: none"> • the responsibilities of the Estate Management Company and its management structure; • proposals for the long term funding of the Estate Management Company including the setting and collection of the estate management charges for funding the running of the Estate Management Company and the costs for the management and maintenance of the Open Space (including any equipment and natural play areas) and Seabrook Valley Open Space and any other land or facility to be maintained by the Estate Management Company
<p>"Formal Open Space"</p>	<p>the formal open space to be provided on the Property in accordance with Schedule 5 and comprised of the areas referred to as 'The Stadium and LEAP' and 'Le Quesne and NEAP' and the as shown indicatively on the plan at Appendix 5</p>
<p>"Index Linked"</p>	<p>means adjusted in accordance with the following indexation formula:-</p> $\frac{A \times B}{C} = D$ <p>where:</p> <p>A is the payment pursuant to the relevant clause</p> <p>B is the last firm (not provisional or estimated) figure published for in the case of the Council the Retail Price Index (RPI) and in the case of the County Council the General Building Costs Index immediately prior to the date of payment</p>

	<p>C is the last firm (not provisional or estimated) figure published for in the case of the Council the Retail Price Index (RPI) and in the case of the County Council the General Building Costs Index immediately following the date of this Deed</p> <p>D is the recalculated sum due</p>
"Health Care Facility"	the premises of 300 square metres (GIA) identified for a health care facility (use class D1) to include the provision of 20 car parking spaces and shown on the plan at Appendix 5 to this Deed
"Highways Agreement"	means an agreement between the Owner and the County Council under Section 278 and/or Section 38 of the Highways Act 1980
"Intermediate Affordable Housing"	means intermediate affordable housing as defined in Annex 2 of the National Planning Policy Framework including: shared ownership, equity loans, intermediate rent and low cost homes for sale
"Interest"	means interest at 4% above the Bank of England base rate
"Listed and Retained Buildings"	<p>means the four listed and retained buildings on the Property shown indicatively on the plan at Appendix 5 to this Deed and including:</p> <ul style="list-style-type: none"> • Sir John Moore Library • Raquet Court • Concrete barrack building • Water Tower

"Market Rent"	means market rent as defined in the RICS Manual of Valuation Practice 6 th Edition (otherwise known as the RICS Red Book) but in relation to any valuation of such market rent on the assumption that the restrictions upon occupation or use affecting the Affordable Housing Units do not apply.
"New Pavilion"	means a new pavilion building as shown on the drawings at Appendix 4 to this Deed and to be built in the location shown on the plan at Appendix 5 to this Deed
"Occupation"	means beneficial occupation of a Dwelling save for the purposes of construction fitting out and marketing and "Occupy" shall be construed accordingly
"Open Market Unit"	means any Dwelling on the Property that is not an Affordable Housing Unit
"Open Space"	means the areas of incidental public open space to be provided on the Property and shown indicatively on the drawing at Appendix 5 to this Deed
"Phase"	means a phase or sub-phase of the Development as defined by an application for the approval of reserved matters
"Phasing Plan"	means the indicative phasing plan attached to this Deed at Appendix 8 and references within this Deed to named development parcels and "Phase 1a" "Phase 2", "Phase 2B", "Phase 2C", "Phase 3" and "Phase 4" shall mean the areas as shown on that plan

"Planning Application"	the planning application with reference Y14/0300/SH including any future application made in respect of the Planning Permission under Section 73 of the Act
"Planning Permission"	the planning permission granted pursuant to the Planning Application in the form of the draft decision notice at Appendix 1 to this Deed or any future planning permission granted under Section 73 of the Act
"Practical Completion"	means the date of the issue of a certificate of practical completion of the New Pavilion by the Owner's architect
"Property"	means the freehold land within title numbers K922316, K975919 and TT37417 against which this deed may be enforced shown indicatively edged red on the plan attached to this Deed at Appendix 5
"Primary School"	means a 2 forms of entry primary school and associated play areas sports areas and car parking to be provided pursuant to the Planning Permission or any subsequent planning permission granted for a school on the School Site
"Primary School Contribution"	means the total sum of £3,143,222 towards the provision by the County Council of the Primary School on the School Site
"Protected Tenant"	means any tenant who: (a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 (or

	<p>any equivalent contractual right) in respect of an Affordable Housing Unit</p> <p>(b) has exercised any statutory right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 (or any equivalent contractual right) in respect of an Affordable Housing Unit</p> <p>(c) has been granted a shared ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares or equity in the relevant Affordable Housing Unit under the terms of such lease or arrangement</p>
"School Site"	the land (comprising 2.05 ha) upon which the Primary School is to be provided shown indicatively on the plan attached to this Deed at Appendix 5
"School Site Transfer"	means a transfer of the School Site on such terms as may be agreed between the transferor and the transferee but to include the terms set out at Appendix 2 to this Deed
"SeaBrook Valley Open Space"	means the area shown on the plan at Appendix 5 to this Deed and which for the avoidance of doubt is the same area as is referred to in the Planning Application documents as the 'Backdoor Training Area'

"SERFCA Lease"	means a lease of part of the New Pavilion to be granted by the Council to the South East Reserve Forces and Cadets Association (SERFCA) in accordance with the draft heads of terms and plan at Appendix 3 to this Deed and otherwise on such terms as may be agreed between those parties
"Service"	means the provision of the following services and utilities up to the boundary of the School Site - water, electricity , gas, telecommunications, drainage and superfast broadband (or in the event that superfast broadband is not available at the time of installation ducting to enable installation when it becomes available) and to be provided in locations approved by the County Council and "Serviced" shall be construed accordingly
"Service Charge"	the service charge payable by the tenant or lessee of an Affordable Housing Unit under the terms of the tenancy or lease with the Affordable Housing Provider
"Shared Ownership Lease"	means a lease or sub lease under which an Affordable Housing Unit may be disposed of by way of shared ownership or shared equity sale and/or lease granted at a premium to be paid by the lessee or sub lessee upon completion or raised by way of a mortgage or charge and under which the initial purchaser or lessee acquires an initial share of the equity in that Affordable Housing Unit (such initial share not to exceed 50% of the equity) and pays a rental element (not exceeding 3% on the unsold equity) if required by the Affordable Housing Provider and "Shared Ownership Unit(s)" shall be construed accordingly

"Specification"	means the specification approved by the Council for the internal fit-out of the New Pavilion at Appendix 4 to this Deed
"Toilet Block"	means the toilet block building as shown on the drawing at Appendix 10 to the Deed and in the location shown indicatively on the plan at Appendix 5 to this Deed
"Travel Plan"	means the travel plan for the Development approved by the County Council

1.2 In this Agreement where the context so requires:-

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to clauses schedules and paragraphs are references to clauses schedules and paragraphs in this Deed except where otherwise specified;
- 1.2.3 title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;
- 1.2.4 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force;
- 1.2.5 the expression the "Owner" shall include persons successors in title to the Owner and its assigns and all persons deriving title to all or part of the Property under or through them
- 1.2.6 where in this Deed reference is made to a numbered or named development phase/parcel then that area shall be identified as shown on the Phasing Plan

2. COMMENCEMENT

Save for this clause and clauses 1, 4, 5, 6, 7, 8, 9 and 10 and Schedule 1 paragraph 4, Schedule 2 paragraph 1.1 and Schedule 5 paragraphs 1 and 3.1 which shall come into effect

on the date hereof the provisions of this Deed shall take effect upon the issue of the Planning Permission and the Commencement of the Development

3. PLANNING OBLIGATIONS

- 3.1 The Owner covenants to comply with the obligations in Schedules 1 to 5 of this Deed Provided That the obligations in paragraph 1 of Schedule 2 (relating to transfer of the School Site) shall be subject to a relevant statutory determination under the Education and Inspections Act 2006 (or equivalent successor legislation) that the School Site is to be the location for a new Primary School
- 3.2 The Council and County Council covenant to (respectively) comply with the obligations set out in Schedule 6 and Schedule 7 of this Deed

4. LEGAL EFFECT

- 4.1 This Deed is made pursuant to Section 106 of the Act and constitutes a planning obligation binding the Property which is enforceable by the Council and the County Council and to the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 1 of the Localism Act 2011 section 111 Local Government Act 1972 and all other enabling powers
- 4.2 No persons shall be liable for any breach, non-performance or non-observance of the covenants, obligations and restrictions contained in this Deed in respect of any period during which it or they no longer have an interest in the Property or in the part in respect of which the breach, non-performance or non-observance occurs but without prejudice to liability for any subsisting breach, non-performance or non-observance prior to parting with such interest
- 4.3 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 Owner) it is modified by any statutory procedure
- 4.4 No part of this Deed shall or may be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party shall be required under that act to any cancellation or variation of this Deed.
- 4.5 Nothing in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority

- 4.6 If any provision or part provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality or enforceability of the remaining provisions shall not in any way be deemed to be affected or impaired
- 4.7 The planning obligations in this Deed shall not be enforceable against the owner or occupier of an individual Dwelling or any statutory undertaker after the transfer of statutory apparatus by the Owner to a relevant undertaker
- 4.8 Unless otherwise specified where any agreement consent approval or expression of satisfaction is to be obtained from any party under the terms of this Deed the Parties agree that the same shall not be unreasonably withheld or delayed.
- 4.9 Where in this Deed any party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person

5. NOTICES

- 5.1 All notices requests demands or other written communications to or upon the Parties pursuant to this Agreement shall be deemed to have been properly given or made if dispatched by first class recorded delivery letter or facsimile transmission to the party to which such notice request demand or other written communication is to be given or made under this Agreement and addressed as follows:-
- 5.1.1 if to the Council: to its address specified above and marked for the attention of the Head of Development Management or such other successor officer responsible to development management matters at the Council;
 - 5.1.2 if to the County Council: to its address specified above and marked for the attention of the Director of Governance & Law (quoting reference LS/21/107927) or such other successor officer responsible to development management matters at the County Council;
 - 5.1.3 if to the Second Owner: to its address specified above for the attention of Steve Notley, Senior Estates Surveyor. or such other address for service as shall have been previously notified by the Second Owner in writing
 - 5.1.4 if to the First Owner: to its address specified above for the attention of the Company Secretary or such other address for service as shall have been previously notified by the First Owner in writing
- 5.2 Any notice request or demand or other written communication shall be deemed to have been served as follows:-

- 5.2.1 if posted recorded delivery at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom
- 5.2.2 if sent by facsimile transmission at the time of the successful transmission provided that if any means of service shall be outside normal working hours such service shall be deemed to have taken place upon the day the recipient's office is next open for business

and in proving such service it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid first class or recorded delivery envelope (as appropriate) or that the facsimile was successfully transmitted on a tested line as the case may be.

DISPUTE RESOLUTION

- 5.3 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed including questions of value and any question of reasonableness (but excluding any matter that relates to the quantum of any contribution that they are required to make pursuant to this Deed) the same shall (subject to Clause 6.5) be referred to an independent person (the "Specialist") for determination in accordance with the following provisions:
 - 5.3.1 the Specialist shall have at least 10 years post qualification experience in the subject matter of the dispute;
 - 5.3.2 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;
 - 5.3.3 where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors; and
 - 5.3.4 where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party or at the direction of the President for the time being of the Royal Town Planning Institute;

PROVIDED THAT the parties may otherwise agree an alternative Specialist appropriate to the nature of the dispute.

- 5.4 Unless otherwise agreed by the parties to the dispute the Specialist is to act as an independent expert and:
- 5.4.1 each party may make written representations within 21 working days of the appointment of the Specialist and will copy the written representations to the other party;
 - 5.4.2 each party is to have a further 14 working days to make written comments on the other's representations and will copy the written comments to the other party;
 - 5.4.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;
 - 5.4.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other; and
 - 5.4.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision.
- 5.5 Responsibility for the costs of referring a dispute to a Specialist under this clause 6 including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist.
- 5.6 The provisions of this clause shall not affect the ability of either party to apply for and be granted any of the following: declaratory relief; injunctions; specific performance; payment of any sum; damages, and any means of enforcing this Deed and consequential and interim orders and relief.
- 5.7 No dispute difference or question may be referred to the Specialist unless the dispute difference or question has first been communicated from one party to the other party by notice in writing and the parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so within 14 days from the date of that meeting.

6. INTEREST

If any sum payable under this Deed shall not have been paid by the relevant due date then Interest shall be payable on that sum from the due date until the date of actual payment

7. LOCAL LAND CHARGE PROVISIONS

- 7.1 This Deed is a local land charge and shall be registered by the Council as such;
- 7.2 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged the Council will issue a written confirmation of such performance or discharge;
- 7.3 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to Clause 4.3 the Council will on the written request of the Owner record such performance or determination in the Local Land Charges Register in respect of this Deed.

8. INDEMNITY

The First Owner shall indemnify the Second Owner against any liabilities, costs and expenses incurred by the Second Owner as the result of any breach of the planning obligations in this Deed SUBJECT TO the First Owner having acquired the Second Owner's freehold interest in the part of the Property to which the breach relates AND for the avoidance of doubt excluding any breaches caused by the Second Owner

9. MONITORING COSTS

Prior to Commencement the First Owner shall pay to the Council the sum of £9,240 towards the costs of monitoring compliance with the planning obligations in this Deed

10. INDEXATION

The financial contributions payable pursuant to this Deed shall be Index Linked

SCHEDULE 1
AFFORDABLE HOUSING
PART I

Unless otherwise agreed in writing with the Council the Owner covenants as follows:

- 1 That 18% of the total number of the Dwellings on the Property shall be Affordable Housing Units and shall be transferred to the Affordable Housing Provider in accordance with paragraphs 7 and 8 below
2. The Affordable Housing Units shall be provided within the Development in accordance with the indicative mix and phasing set out at Appendix 6
3. That without public subsidy it shall provide on the Property a tenure mix of 60% Affordable Rented Housing Units and 40% Shared Ownership Housing /Intermediate Affordable Housing Units
4. Prior to the Commencement of a Phase to provide the following for approval in writing by the Council:
 - 4.1 details of the location property type and size of the Affordable Housing Units within the Phase
 - 4.2 details of the intended Affordable Housing Provider for the relevant Affordable Housing Units
5. Prior to Occupation of any of the Affordable Housing Units within a Phase to provide to the Council in writing details of the intended mechanisms by which any Shared Ownership Units are to be made available as Affordable Housing (meaning the estimated current market value and consequential likely monthly costs of mortgage and any rent that the intended Affordable Housing Provider would expect to charge to an occupier of such an Affordable Housing Unit)
6. Not to cause or permit the Occupation of more than 75% of the Open Market Units in a Phase which contains Affordable Housing until 100% of the Affordable Housing Units within that phase have been completed and transferred to an Affordable Housing Provider on the terms set out in paragraphs 7 and 8 below
7. That each transfer of Affordable Housing Units shall:
 - 7.1 be at a cost that will ensure that the Affordable Rented Housing Units will be let at Affordable Rents

- 7.2 provide a vehicular access foul and surface water sewers and water gas electricity and telecommunications services and all other services necessary for the occupation of each Affordable Housing Unit linking in each case to estate roads sewers and services systems to be constructed and laid as part of the remainder of the Property and connected ultimately to highways and sewers maintainable at public expense and the transfer shall include all necessary easements to use and maintain the same
8. To deduce a good and marketable freehold title to the Affordable Housing Land and to transfer the Affordable Housing Land with full title guarantee and with vacant possession free of any registered charge
9. The obligations and restrictions in this Schedule shall not be binding on:
 - 9.1. a Protected Tenant or chargee of a Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective chargees;
 - 9.2. any mortgagee of an Affordable Housing Provider provided that the mortgagee shall have first complied with the requirements set out in Part II of this Schedule

PART II

Mortgagee Sale Provisions

1. A mortgagee wishing to exercise any power of sale or leasing in respect of any of the Affordable Housing Units shall use reasonable endeavours over a period of twelve weeks from the date the Council is notified in writing of such intention to dispose of the Affordable Housing Units to either an Affordable Housing Provider or the Council at a consideration not less than the amount due and outstanding to the mortgagee under the terms of the mortgage or charge including all accrued principal monies, interest and costs and expenses incurred by the mortgagee in respect of the mortgage or charge
2. If the mortgagee is unable within the said period of twelve weeks to enter into a binding contract with an Affordable Housing Provider or the Council for the disposal of the Affordable Housing Units in accordance with paragraph 1 of this Part then the mortgagee shall be free to sell the Affordable Housing Units on the open market free of the restrictions in this Schedule

**SCHEDULE 2
ON SITE FACILITIES**

The Owner covenants with the Council and the County Council (as appropriate) as follows:

1. Primary School Site

- 1.1 To grant a licence to the County Council to access the School Site for purposes associated with the construction of the Primary School from the date of this Deed until the completion of the School Site Transfer
- 1.2 Within 30 working days of receiving from the County Council a notice requiring the transfer of the School Site the Owner shall deliver to the County Council's Director of Governance & Law the School Site Transfer duly executed on behalf of the Owner and released for completion Provided that the County Council's notice under this paragraph shall not be served earlier than September 2016 and the Owner shall not Occupy any Dwellings until the School Site Transfer has been completed
- 1.3 The Owner shall Service the School Site prior to the Commencement of Phase 2 and shall thereafter notify the County Council's Director of Governance & Law that those works have been completed Provided always that the Owner shall not be required to Service the School Site earlier than March 2017 and shall not Commence Phase 2 until the School Site has been Serviced
- 1.4 The Owner shall be responsible for the County Council's reasonable legal costs associated with the transfer of the School Site

2. Health Care Facility

- 2.1 The Owner shall construct the Health Care Facility to shell and core prior to the Occupation of more than 600 Dwellings
- 2.2 Prior to the Commencement of construction on Phase 2B the Owner shall commence the marketing of the Health Care Facility and shall continue to market it for a period of not less than 18 months ('the Marketing Period') or if sooner until terms for the letting of the Health Care Facility are agreed between the Owner and a healthcare provider in writing
- 2.3 For the purposes of the obligation to market the Health Care Facility at paragraph 2.2 above the Owner shall instruct a reputable agent to market the Health Care Facility (to include web-based marketing) and for the duration of the Marketing Period shall submit to the Council quarterly updates in writing including details of marketing materials and any expressions of interest received from health care providers
- 2.4 In the event that terms for the letting of the Health Care Facility have not been agreed in writing between the Owner (acting reasonably) and a healthcare provider at the end of the

Marketing Period then the Owner shall be deemed to have discharged its obligations under this paragraph 2

3. New Pavilion

- 3.1 The Owner shall construct the New Pavilion prior to the Commencement of Phase 2 and in accordance with the Specification
- 3.2 Following the Practical Completion of the New Pavilion the Owner shall offer to transfer the freehold of the New Pavilion to the Council for nominal consideration of £1 and the Council shall accept the transfer on (inter alia) the following terms:
- 3.2.1 the transferee shall grant the SERFCA Lease as soon as reasonably practicable following the completion of the transfer
 - 3.2.2 subject to a restrictive covenant to the effect that the New Pavilion shall remain as a community facility (subject to the SERFCA Lease) for use by the public
 - 3.2.3 the car parking spaces are to be made available to the users of the New Pavilion and the sports pitches free of charge
- 3.3 Upon the completion of the transfer of the New Pavilion pursuant to paragraph 3.2 the Owner shall pay to the Council the sum of £228,600 towards the future management and maintenance of that facility

4. Listed and Retained Building Strategy

- 4.1 Prior to the Occupation of any Dwelling in Phase 2 the Owner shall prepare and submit for the Council's written approval a strategy for the marketing of the Listed and Retained Buildings and shall thereafter use its reasonable endeavours to market the Listed and Retained Buildings in accordance with the measures set out in the approved strategy

5. New Toilet Block

- 5.1 The Owner shall prepare and submit for the Council's written approval a scheme (including details of the location and specification) for the provision of a new Toilet Block and the Toilet Block shall be provided in accordance with the approved scheme prior to the Occupation of any Dwelling in Phase 3

- 5.2 Following the completion of the toilet block in accordance with paragraph 5.1 the Owner shall offer to transfer the freehold of the toilet block for nominal consideration of £1 to the Council
- 5.3 Upon the completion of the transfer of the toilet block to the Council pursuant to paragraph 5.2 the Owner shall pay to the Council the sum of £17,544 towards the future management and maintenance of that facility

6. Use of Open space

- 6.1 Following the laying out and completion of the Open Space (including any part thereof) and/or the Formal Open Space (including any part thereof) and/or the SeaBrook Valley Open Space those areas shall be made accessible to members of the public for recreation purposes

SCHEDULE 3
FINANCIAL CONTRIBUTIONS

The Owner covenants with the County Council as follows:

1. FINANCIAL CONTRIBUTIONS

- 1.1 To pay £83,504.13 to the County Council prior to the Occupation of 25% of the Dwellings and £83,504.12 to the County Council prior to the Occupation of 50% of the Dwellings towards additional book stock to meet the demand arising from the Development and supplied to Cheriton and Sandgate libraries and the reconfiguration of Cheriton and Sandgate libraries and not to Occupy Dwellings beyond those percentage levels of Occupation unless the relevant sums of money have (respectively) been received by the County Council
- 1.2 To pay the sum of £3,143,222.00 to the County Council towards the delivery of the Primary School on the Primary School Site as follows:
 - 1.2.1 £50,000 upon Commencement;
 - 1.2.2 £1,550,000 prior to the earlier of (i) Occupation of the 50th Dwelling AND (ii) 21 months after the date of Commencement;
 - 1.2.3 £1,543,222 prior to the earlier of (i) Occupation of the 142nd Dwelling AND (ii) 34 months after the date of Commencement
- 1.3 Prior to first Occupation to pay £55,000 to the County Council towards the cost of works to improve the following public rights of way in the vicinity of the Development: public footpath HF38 and HBX11 to Cheriton High St and public footpath HF55 to Newington
- 1.4 Prior to first Occupation within the St Martin's Plain parcel of the Development to pay £25,000 to the County Council towards the upgrading of the existing footpath linking Church Road and Cheriton High Street
- 1.5 Prior to first Occupation of the Development to pay £25,000 to the County Council towards the cost of works to improve cycle routes in the vicinity of the Development
- 1.6 Prior to first Occupation within the St Martin's Plain parcel of the Development to pay £25,000 to the County Council towards the reconfiguration of signal timings and minor works at the A20 Cheriton High Street / Risborough Lane signals junction
- 1.7 Prior to first Occupation of the Development to pay £1,750 to the County Council towards the reconfiguration of signal timings at the Cheriton Road / Cherry Garden Avenue / Beachborough Road signals junction

- 1.8 To pay to the Bus Service Operator a total sum of £880,000.00 towards Bus Service Pump Priming as follows:
- 1.8.1 £150,000.00 prior to Commencement of Phase 2C of the Development;
 - 1.8.2 £150,000.00 upon the first anniversary of the payment made pursuant to paragraph 1.8.1;
 - 1.8.3 £150,000 upon the second anniversary of the payment made pursuant to paragraph 1.8.1
 - 1.8.4 £70,000.00 prior to Commencement of Phase 3 of the Development;
 - 1.8.5 £70,000.00 upon the first anniversary of the payment made pursuant to paragraph 1.8.4;
 - 1.8.6 £70,000 upon the second anniversary of the payment made pursuant to paragraph 1.8.4
 - 1.8.7 £70,000 upon the third anniversary of the payment made pursuant to paragraph 1.8.4
 - 1.8.8 £50,000.00 prior to Commencement of Phase 4 of the Development
 - 1.8.9 £50,000.00 upon the first anniversary of the payment made pursuant to paragraph 1.8.8;
 - 1.8.10 £50,000 upon the second anniversary of the payment made pursuant to paragraph 1.8.8
- 1.9 In respect of the contributions payable under paragraph 1.8 above it is hereby acknowledged by the County Council that the payments described in the first column are made by the Owner to be held by the Bus Service Operator on the basis that they are expended solely for the purposes (comprising Bus Service Pump Priming) described in the second column:

1	2
Paragraphs 1.8.1 to 1.8.3 (£450,000.00)	New Bus Route from Hythe to Folkestone West Rail Station
Paragraphs 1.8.4 to 1.8.7 (£280,000.00)	Diverted Bus Route 71/72/73 from Church Road to Royal Military Avenue, North Road, and Pond Hill Lane
Paragraphs 1.8.8 to 1.8.10 (£150,000.00)	Long term improvements to Bus Route 77 operating along Royal Military Avenue and North Road

- 1.10 Not to cause any of the events of Commencement or Occupation as defined by the restrictions at paragraphs 1.3 to 1.8 above unless the corresponding payment has been made in accordance with those paragraphs

SCHEDULE 4
TRAVEL PLAN AND HIGHWAYS

The Owner covenants with the County Council as follows:

1. Travel Plan

- 1.1 Prior to the Occupation of any Dwelling to pay to the County Council the sum of £1,000 and then for a period of 9 years commencing in the year after that first payment the Owner shall in January of each relevant year pay to the County Council the sum of £1,000 for the purposes of travel plan monitoring by the County Council
- 1.2 Prior to the Occupation of any Dwelling in each Phase of the Development the Owner shall make available £100 per Dwelling within the relevant Phase towards the provision of a Cycle Voucher for residents of the relevant Phase amounting to a total provision for the Development of no more than £120,000
- 1.3 Prior to the Occupation of any Dwelling in each Phase of the Development the Owner shall make available £150 per Dwelling towards the provision of a 3 month public transport voucher for residents of the relevant Phase amounting to a total provision for the Development of no more than £180,000
- 1.4 Prior to the Occupation of any Dwelling in each Phase of the Development the Owner shall commit to providing a Welcome Pack for each household for residents of the relevant Phase to include details of how to obtain Cycle Vouchers and Public Transport Vouchers
- 1.5 Prior to the Occupation of any Dwelling the Owner shall commit to the following:
- 1.5.1 The provision of a community website;
 - 1.5.2 Management of the Travel Plan including the provision of annual monitoring reports for a period of no less than 10 years of the Development, or such other period as may be agreed in writing with the County Council;
 - 1.5.3 Undertaking appropriate traffic surveys in line with the requirements identified through the annual monitoring reports;
- 1.6 For the purposes of paragraph 1.5.2 above annual monitoring reports will include a summary of the annual development survey (that is to be conducted over a 7-day period each year) and the following:

- a household questionnaire survey, including details of the 'take up' of public transport and cycle vouchers
- information on car sharing
- details of the use of on-site cycle stands and storage facilities
- automatic traffic count data

1.7 Not to cause any of the events of Occupation as defined by the restrictions at paragraphs 1.1 to 1.5 above unless the corresponding obligations have been complied with

2. Highway Works

2.1 To carry out the highway works stated in column 1 as shown on the drawings referred to in column 2 and not to progress the Development beyond the trigger point referred to without complying with that obligation in accordance with the trigger stated in column 3

1	2	3
Church Road Access	M181/200 Rev B	Prior to Commencement of Development on 'The Stadium' parcel subject to this access being used as a construction access
Royal Military Road Access	M181/201 Rev A	Prior to first Occupation on 'The Stadium' phase of the Development
Horn Street/Cheriton High Street Signal Junction	M181/205 Rev B	Prior to first Occupation of the 'St Martin's Plain' phase of the Development.
Horn St Bridge – Option 1 Junction Improvement (Change in Priority)	M181/203 Rev B	Prior to first Occupation on any Phase of the Development
A20 Cheriton High Street/Cheriton Interchange	M181/211 Rev -	Prior to first Occupation on any Phase of the Development
St Martins	M181/213 Rev -	Prior to Commencement of Development on

Plain Access		'The St Martin's Plain' parcel subject to this access being used as a construction access
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2.2 The works set out at paragraph 2.1 above (as shown on the drawings at Appendix 7 to this Deed) shall be carried out in accordance with a Highways Agreement

3. Bus Stop Works

3.1 In respect of the bus stops specified within column 1 to carry out the works stated in column 2 (as identified on CCE Drawing M181/403 Rev A – at Appendix 9 to this Deed) and not to progress the Development beyond the trigger point referred to without complying with that obligation in accordance with the trigger stated in column 3

1	2	3
Bus Stop	Works Required	Trigger
Stop A	New Bus Stop	Prior to first Occupation of St Martin's Plain
Stop B	New Bus Stop	Prior to first Occupation of St Martin's Plain
Stop C	Relocated Bus Stop	Prior to first Occupation of St Martin's Plain
Stop H	New Bus Stop	Prior to first Occupation of Risborough Barracks
Stop K	New Bus Stop	Prior to first Occupation of Risborough Barracks
Stop M	New Bus Stop	Prior to first Occupation of Burgoyne Barracks
Stop N	New Bus Stop	Prior to first Occupation of Burgoyne Barracks
Stop O	New Bus Stop	Prior to first Occupation of Risborough Barracks
Stop P	New Bus Stop	Prior to first Occupation of Risborough Barracks
Stop T	Relocated Bus Stop	Prior to first Occupation of St Martin's Plain

3.2 The works set out in paragraph 3.1 shall be carried with the written agreement of the County Council and where appropriate in accordance with a Highways Agreement

SCHEDULE 5

FORMAL OPEN SPACE AND ESTATE MANAGEMENT COMPANY

The Owner covenants with the Council and the County Council (as appropriate) as follows:

1. Formal Open Space Strategy

Prior to Commencement of any Phase of the Development containing an area of Formal Open Space the Owner shall submit and obtain the Council's written approval of a strategy detailing the location and specification of the Formal Open Space to be provided on the Property ("the Formal Open Space Strategy")

2. Provision of Formal Open Space

2.1. Upon the completion of any part of the Formal Open Space the Owner shall serve written notice on the Council confirming that (in the Owner's opinion) the relevant Formal Open Space is in compliance with the Formal Open Space Strategy

2.2. Within 1 month of receipt of the Owner's notice the Council shall inspect the relevant area of Formal Open Space in order to confirm whether it has been completed in accordance with the Formal Open Space Strategy

2.3. Within one month of the Council's inspection of the relevant Formal Open Space it shall serve on the Owner EITHER

2.3.1. a certificate confirming that the relevant Formal Open Space is in accordance with the Formal Open Space Strategy ('Formal Open Space Completion Certificate')
OR

2.3.2. a certificate identifying the outstanding works to be carried out in order that the Formal Open Space is provided in compliance with the Formal Open Space Strategy ('Formal Open Space Provisional Certificate')

2.4. Upon the Council being satisfied that the Owner has reasonably complied with the requirements of any Formal Open Space Provisional Certificate it shall issue to the Owner a Formal Open Space Completion Certificate for the relevant Formal Open Space Provided That if the Council EITHER fails to inspect any part of the Formal Open Space within the timescale stated at paragraph 2.2 or issue a certificate within the timescale stated at paragraph 2.3 then the relevant Formal Open Space shall be deemed to be in accordance with the Formal Open Space Strategy but without prejudice to the Owner's obligations at paragraphs 2.5 and 2.6

2.5. Following the issue or deemed issue of a Formal Open Space Completion Certificate the

relevant Formal Open Space shall (unless otherwise agreed in writing with the Council) be maintained in accordance with the Formal Open Space Strategy for a period of not less than 12 months prior to its transfer in accordance with paragraph 2.6 below

2.6. Upon the expiry of the maintenance period referred to at paragraph 2.5 the Owner shall offer to transfer the relevant area of Formal Open Space to the Council for nil consideration

2.7. Upon the completion of any transfer pursuant to paragraph 2.6 above the Owner shall pay to the Council a commuted sum in respect of the relevant Formal Open Space calculated as follows:

2.7.1. £164,865 in respect of the Stadium and LEAP;

2.7.2. £280,432 in respect of Le Quesne and the NEAP

3. Estate Management Company

3.1 Prior to the transfer to the Estate Management Company of any land or infrastructure forming part of the Development the Owner shall submit and obtain the Council's written approval of the Estate Management Scheme

3.2 Where pursuant to this Deed any land and/or facility is to be offered to the Council but the Council does not accept the relevant transfer then subject to paragraph 3.1 above any such land and/or facility may be transferred to the Estate Management Company for its future management and maintenance

**SCHEDULE 6
COUNCIL COVENANTS**

1. The Council hereby covenants to use all sums and contributions deposited under the terms of this Deed solely for the purposes specified and for which those sums were required by the Council in mitigation of the impact of the Development and no other purpose
2. The Council hereby covenants to keep all sums and contributions deposited in a separate interest bearing account
3. If any sums deposited with the Council shall not have been expended or committed (either by the letting of a contract or by allocation to an approved scheme) to be spent for the specified purpose within the period of 7 years from the date of payment then the contribution (or part of it) shall be refunded to the party that paid the contribution together with accrued interest from the date of payment to the date of refund
4. At the expiration of the period for which any contribution may be held the Council shall upon a written request provide to the party that paid the contribution a certified account detailing how those sums have been expended or have been committed to be spent (including but not limited to details of payment/transaction dates, details of relevant works/projects, invoices and cost/time narratives)
5. To the extent that the information provided by the Council pursuant to paragraph 4 does not reasonably demonstrate that the sums deposited have been expended on the relevant specified purpose and/or expended or committed to be spent within the relevant period the Council shall provide to the party that paid the contribution such evidence as that party shall reasonably require in order to confirm the expenditure of the sums deposited pursuant to this Deed
6. To the extent that either no proper evidence of such expenditure as referred to in paragraph 5 is provided or that any sums expended or committed to be spent have not been reasonably and properly expended or committed to be spent for the specified purpose within the relevant period then the Council shall refund any such sums to the party that paid the relevant contribution together with accrued interest from the date of payment to the date of refund within 1 month

AND for the avoidance of doubt paragraphs 2 – 6 of this Schedule do not apply to commuted sums for maintenance of land or facilities

SCHEDULE 7
COUNTY COUNCIL COVENANTS

1. The County Council hereby covenants to use all sums and contributions deposited under the terms of this Deed solely for the purposes specified and for which those sums were required by the County Council in mitigation of the impact of the Development and no other purpose and to keep all sums and contributions deposited in an interest bearing account

2. If any sums deposited with the County Council shall not have been expended or committed (either by the letting of a contract or by allocation to an approved scheme) to be spent for the specified purpose within the period of 10 years from Occupation of the final Dwelling then the contribution (or part of it) shall be refunded to the party that paid the contribution together with all interest that has accrued (subject to deduction of any tax) from the date of payment to the date of refund

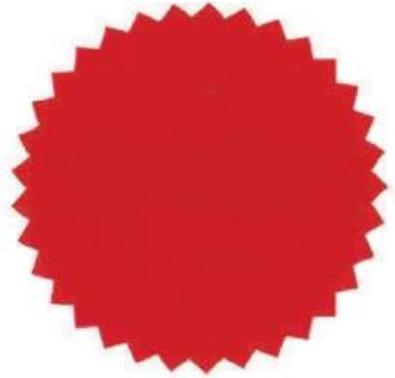
3. At the expiration of the period for which any contribution may be held the County Council shall upon a written request provide to the party that paid the contribution a certified account detailing how those sums have been expended or have been committed to be spent (including but not limited to details of payment/transaction dates, details of relevant works/projects, invoices and cost/time narratives)

EXECUTED AS A DEED by the Parties in the manner hereinafter but not delivered until the day and year first written

EXECUTED AS A DEED when
THE COMMON SEAL of
SHEPWAY DISTRICT COUNCIL
was hereunto affixed in the presence of



Authorised Officer



6243

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



Authorised Signatory



1327 - 2015

SIGNED as a DEED by

TAYLOR WIMPEY UK LIMITED

acting by its Attorneys

(Names) **MICHAEL DORE** and **BELINDA FERRETT**
ATTORNEY **ATTORNEY**

Attorney signature

Attorney signature

In the presence of:

Signature of Witness:

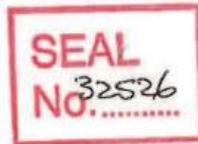
Name:

Address:

KAREN MURPHY
GOLVEDENE COURT, WESSEX
BUSINESS PARK, COLDEN
COMMON, HANTS SO21 1WP

Principal Surveyor

The Corporate Seal of **THE SECRETARY OF STATE FOR DEFENCE** hereunto affixed is Authenticated by:-



DEFENCE INFRASTRUCTURE ORGANISATION
KINGSTON HOUSE
SUTTON COLDFIELD
WEST MIDLANDS
B75 7RL

APPENDIX 1
DRAFT PLANNING PERMISSION

Application No:

Y14/0300/SH

Type: Outline & Environmental Statement

Applicant/Agent

Taylor Wimpey UK Ltd
C/o Mrs L Wilford
Barton Wilmore LLP
The Observatory
Southfleet Road
Ebbsfleet
Dartford
Kent
DA10 0DF

Location:

Shorncliffe Garrison Folkestone Kent

Proposed Development:

Hybrid application for the redevelopment of land at Shorncliffe Garrison. Application for outline permission (with all matters reserved) for demolition of existing buildings (with the exception of the listed buildings, officers' mess within Risborough Barracks and water tower) and erection of up to 906 dwellings including affordable housing, community services and facilities (use Classes A1/A3/B1a/D1 and D2 uses up to 1,998 sqm), new Primary school and nursery (up to 3,500 sqm), combined new pavilion/cadet hut facility (up to 710 sqm) at The Stadium, retained cricket pitches including mini football pitches, equipped play, associated public open space and toilets, together with, associated accesses/roads, parking, associated services, infrastructure, landscaping, attenuation features and earthworks.

Full application comprising demolition of existing buildings and erection of 294 dwellings including affordable housing, open space, improvements to 'The Stadium' sports facilities and new car park, equipped play improvements/works to The Backdoor Training Area, associated accesses/roads, parking, associated services, infrastructure, landscaping, attenuation features and earthworks.

Date received:

28th May 2014

Conditions/Comments

- 1 The development must be begun within three years of the date of this permission.

Reason:

As required by Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The permitted development in respect of Phase 1a, Phase 1b and the Backdoor Training Area shall carried out in accordance with the following approved plans and documents:

PLANS

DRAFT

Dwg M181/200 Rev - B; Dwg M181/201 Rev A; Dwg M181/213 Rev -; 45-1863-1,1-PA48-002 REV B; 45-1863-1,1-PA48-003 REV B; 45-1863-1,1-PA48-004 REV B; 45-1863-1,1-PA48-005 REV D; 45-1863-1,1-PD49-001 REV B; 45-1863-1,1-PD49-002 REV B; 45-1863-1,1-PT42-001 REV C; 45-1863-1,1-PT42-002 REV B; 45-1863-1,1-PT42-003 REV B; 45-1863-1,1-PT42-004 REV D; 45-1863-1,1-PT41-001 REV A; 45-1863-1,1-PT41-002 REV B; 45-1863-1,1-PT41-003 REV C; 45-1863-1,1-PT41-004; 45-1863-1,1-PT41-004; 45-1863-1,1-PA42-001 REV B; 45-1863-1,1-PA42-002 REV A; 45-1863-1,1-PA42-003 REV B; 45-1863-1,1-PA42-004 REV C; 45-1863-1,1-PB33-001 REV B; 45-1863-1,1-PB33-002 REV B; 45-1863-1,1-PT36-001 REV B; 45-1863-1,1-PT36-002 REV B; 45-1863-1,1-PT36-003 REV A; 45-1863-1,1-PT37-001 REV A; 45-1863-1,1-PT37-002 REV B; 45-1863-1,1-PB33-003 REV B; 45-1863-1,1-PA33-001 REV B; 45-1863-1,1-PA33-002 REV B; 45-1863-1,1-PA33-003 REV B; 45-1863-1,1-PA34-001 REV B; 45-1863-1,1-PA34-002 REV B; 45-1863-1,1-PA34-003 REV B; 45-1863-1,1-PA34-004 REV B; 45-1863-1,1-PA30-001 REV B; 45-1863-1,1-PA30-002 REV B; 45-1863-1,1-PA30-003 REV B; 45-1863-1,1-AB31-001 REV B; 45-1863-1,1-AB31-002 REV B; 45-1863-1,1-AB31-003 REV A; 45-1863-1,1-AA31-001 REV B; 45-1863-1,1-AA31-002 REV B; 45-1863-1,1-AA23-001 REV B; 45-1863-1,1-AA23-002 REV B; 45-1863-1,1-AB31-001 REV B; 45-1863-1,1-AB31-002 REV B; 45-1863-1,1-AB31-003 REV A; 45-1863-1,1-PT22-001 REV B; 45-1863-1,1-PT22-002 REV B; 45-1863-1,1-PT22-003 REV B; 45-1863-1,1-PT22-004 REV B; 45-1863-1,1-FLAT-001 REV B; 45-1863-1,1-FLAT-002 REV B; 45-1863-1,1-FLAT-003 REV B; 45-1863-1,1-FLAT-004 REV B; 45-1863-1,1-FLAT-005 REV B; 45-1863-1,1-GAR-001 REV /A; 45-1863-1,1-GAR-002 REV /; 45-1863-1,1-GAR-003 REV /; 45-1863-1,1-SUB-001 REV A; 45-1863-SMP-000 REV /; 45-1863-SMP-001 REV T; 45-1863-SMP-002 REV F; 45-1863-SMP-003 REV F; 45-1863-SMP-004 REV H; 45-1863-SMP-005 REV H; 45-1863-SMP-006 REV B; 45-1863-SMP-007 REV G; 45-1863-SMP-008 REV F; 45-1863-SMP-009 REV G; 45-1863-SMP-010 REV E; 45-1863-SMP-014 REV D; 45-1863-1.1-SS-001 REV G; 45-1863-1.1-SS-002 REV E; 45-1863-1.1-SS-003 REV F; 45-1863-1.1-SS-004 REV E; 45-1863-1.1-SS-005 REV F; 45-1863-1.1-SS-006 REV E; 45-1863-1.1-SS-007 REV D; CSa/2172/118 REV I; CSa/2172/119 REV I; 45-1863-1.2-FF-PB52-001 REV A; 45-1863-1.2-FF-PB52-002 REV /; 45-1863-1.2-FF-PC41-001 REV A; 45-1863-1.2-FF-PC41-002 REV A; 45-1863-1.2-FF-PC41-003 REV /; 45-1863-1.2-FF-PB41-G-001 REV B; 45-1863-1.2-FF-PB41-G-002 REV A; 45-1863-1.2-FF-PB41-G-003 REV A; 45-1863-1.2-FF-PB41-G-004 REV /; 45-1863-1.2-FF-PB33-G-001 REV B; 45-1863-1.2-FF-PB33-G-002 REV A; 45-1863-1.2-FF-PT22-001 REV A; 45-1863-1.2-FF-PT22-002 REV A; 45-1863-1.2-FF-2BF-001 REV A; 45-1863-1.2-FF-2BF-002 REV A; 45-1863-1.2-FF-2BF-003 REV A; 45-1863-1.2-FF-2BF-004 REV A; 45-1863-1.2-FF-2BF-005 REV A; 45-1863-1.2-FF-2BF-006 REV A; 45-1863-1.2-FF-2BF-007 REV A; 45-1863-1.2-FF-2BF-008 REV A; 45-1863-1.2-FF-2BF-009 REV A; 45-1863-1.2-FF-2BF-009 REV A; 45-1863-1.2-FF-2BF-010 REV A; 45-1863-1.2-FF-2BF-011 REV A; 45-1863-1.2-FF-2BF-012 REV A; 45-1863-1.2-FF-AA31-001 REV A; 45-1863-1.2-FF-AA31-002 REV /; 45-1863-1.2-FF-AA23-001 REV A; 45-1863-1.2-FF-AA23-002 REV /; 45-1863-1.2-FF-2BF-013 REV A; 45-1863-1.2-FF-2BF-014 REV A; 45-1863-1.2-FF-2BF-015 REV A; 45-1863-1.2-FF-2BF-016 REV A; 45-1863-1.2-FF-2BF-017 REV A; 45-1863-1.2-FF-2BF-018 REV A; 45-1863-1.2-FF-2BF-019 REV A; 45-1863-1.2-RG-PT36-001 REV A; 45-1863-1.2-RG-PT36-002 REV /; 45-1863-1.2-RG-PA33-001 REV A; 45-1863-1.2-RG-PA33-002 REV A; 45-1863-1.2-RG-AA31-001 REV A; 45-1863-1.2-RG-AA31-002 REV A; 45-1863-1.2-RG-AA23-001 REV A; 45-1863-1.2-RG-AA23-002 REV A; 45-1863-1.2-RG-AA23-003 REV A; 45-1863-1.2-RG-AA23-004 REV A; 45-1863-1.2-RG-AA23-005 REV /; 45-1863-1.2-RS-PB52-001 REV A; 45-1863-1.2-RS-PB52-002 REV A; 45-1863-1.2-RS-PA48-001 REV /; 45-1863-1.2-RS-PA48-002

REV /; 45-1863-1.2-RS-PT42 -001 REV /; 45-1863-1.2-RS-PT42 -002 REV A; 45-1863-1.2-RS-PT42 -003 REV /; 45-1863-1.2-RS-PA42 -001 REV A; 45-1863-1.2-RS-PA42 -002 REV /; 45-1863-1.2-RS-PB33-G-001 REV A; 45-1863-1.2-RS-PB33-G-002 REV A; 45-1863-1.2-RS-PB33-G-003 REV A; 45-1863-1.2-RS-PT36-001 REV A; 45-1863-1.2-RS-PT36-002 REV A; 45-1863-1.2-RS-PA34-001 REV B; 45-1863-1.2-RS-PA34-002 REV C; 45-1863-1.2-RS-PA34-003 REV /; 45-1863-1.2-RS-PA25-001 REV A; 45-1863-1.2-RS-PA25-002 REV /; 45-1863-1.2-RS-PA25-003 REV A; 45-1863-1.2-RS-AB31-001 REV A; 45-1863-1.2-RS-AB31-002 REV A; 45-1863-1.2-RS-AA23-001 REV A; 45-1863-1.2-RS-AA23-002 REV A; 45-1863-1.2-SM-PA42-001 REV A; 45-1863-1.2-SM-PA42-002 REV A; 45-1863-1.2-SM-PB33-G-001 REV A; 45-1863-1.2-SM-PB33-G-002 REV /; 45-1863-1.2-SM-PT37-001 REV A; 45-1863-1.2-SM-PT37-002 REV /; 45-1863-1.2-SM-PT36-001 REV A; 45-1863-1.2-SM-PT36-002 REV; 45-1863-1.2-SM-PT36-003 REV B; 45-1863-1.2-SM-PT36-004 REV A; 45-1863-1.2-SM-PT36-005 REV /; 45-1863-1.2-SM-PA33-001 REV B; 45-1863-1.2-SM-PA33-002 REV A; 45-1863-1.2-SM-PA33-003 REV A; 45-1863-1.2-SM-PA34-001 REV A; 45-1863-1.2-SM-PA34-002 REV A; 45-1863-1.2-SM-PA34-003 REV A; 45-1863-1.2-SM-PA30-001 REV A; 45-1863-1.2-SM-PA30-002 REV /; 45-1863-1.2-SM-PT22-001 REV B; 45-1863-1.2-SM-PT22-002 REV /; 45-1863-1.2-SM-PT22-003 REV B; 45-1863-1.2-SM-PT22-004 REV /; 45-1863-1.2-SM-PT22-005 REV B; 45-1863-1.2-SM-PT22-006 REV /; 45-1863-1.2-SM-PT22-007 REV B; 45-1863-1.2-SM-PT22-008 REV /; 45-1863-1.2-SM-PT22-009 REV B; 45-1863-1.2-SM-PT22-009 REV A; 45-1863-1.2-SM-PT22-010 REV /; 45-1863-1.2-SM-PA25-001 REV A; 45-1863-1.2-SM-PA25-002 REV; 45-1863-1.2-SM-PA25-003 REV /; 45-1863-1.2-SM-AA11-001 REV B; 45-1863-1.2-SM-AA11-002 REV A; 45-1863-1.2-SUB-001 REV A; 45-1863-FF-GA-001 REV /; 45-1863-FF-GA-002 REV A; 45-1863-FF-GA-003 REV A; 45-1863-FF-GA-004 REV; 45-1863-FF-GA-005 REV /; 45-1863-RG-GA-001 REV B; 45-1863-RG-GA-002 REV A; 45-1863-RS-GA-003 REV B; 45-1863-RS-GA-002 REV /; 45-1863-RS-GA-003 REV A; 45-1863-SM-GA-001 REV A; 45-1863-SM-GA-002 REV /; 45-1863-SM-GA-003 REV /; 45-1863-SM-GA-004 REV A; 45-1863-STA-000 REV /; 45-1863-STA-001 REV V; 45-1863-STA-002 REV G; 45-1863-STA-003 REV G; 45-1863-STA-004 REV F; 45-1863-STA-005 REV G; 45-1863-STA-006 REV A; 45-1863-STA-007 REV G; 45-1863-STA-108 REV G; 45-1863-STA-009 REV H; 45-1863-STA-010 REV G; 45-1863-STA-011 Rev G; 45-1863-STA-012 REV C; 45-1863-STA-015 REV D; 45-1863-1.2-FF-SS-001 REV C; 45-1863-1.2-FF-SS-002 REV C; 45-1863-1.2-RG-SS-001 REV B; 45-1863-1.2-RS-SS-001 REV C; 45-1863-1.2-RS-SS-002 REV E; 45-1863-1.1-RS-SS-003 REV /; 45-1863-1.2-SM-SS-001 REV C; 45-1863-1.2-SM-SS-002 REV B; 45-1863-1.2-SM-SS-003 REV B; CSa/1272/124 REV K; CSa/2172/125 REV K; CSa/2172/126 REV K; CSa/2172/127 REV E; CSa/2172/136, CSa/2172/130 C

Documents

Environmental Statement Volumes 1 & 2, April 2014; Environmental Addendum, November 2014, Design & Access Statement Volume 1: 1-4, Design & Access Statement Volume 2: Section 5; Design & Access Statement Volume 3: Design Specification Document , March 2015.

Reason

In accordance with the details of the application.

- 3 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) or any other Order or any subsequent Order revoking or re-enacting that Order, no gates or other means of access shall be installed along the rear or side boundary of properties 27, 30-43, 142, 110-121 and 134 on Phase 1b (as shown on the approved planning layout 45-1863-STA-001 Rev V) where they back or side onto the landscaped boundary between the development and the rear boundary of the properties that front onto Royal Military Avenue.

Reason

In accordance with the details of the application and to ensure the satisfactory implementation of the development in accordance with the aims of saved policy SD1 of the Shepway District Local Plan Review.

- 4 Prior to the occupation of units 27, 30-43, 142, 110-121 and 134 on Phase 1b (as shown on the approved planning layout 45-1863-STA-001 Rev V) the landscape boundary between the units and the rear of the properties that front on to Royal Military Avenue, as shown on approved landscaped plan CSa/2172/136 shall have been installed.

Reason

In accordance with the details of the application and to ensure the satisfactory implementation of the development in accordance with the aims of saved policy SD1 of the Shepway District Local Plan Review.

- 5 No dwelling shall be occupied in Phase 1b of the development until full details of the equipped area of play at The Stadium and the swale crossing indicatively shown on plan Csa2171-124-K, has been submitted to and approved by the Local Planning Authority in writing. The approved works shall be installed in accordance with a timescale to be approved in writing by the Local Planning Authority.

Reason

To ensure appropriate equipped play is provided to serve the occupants of the development, in accordance with policies SD1, BE1 and LR9 of the retained policies of the Shepway Local Plan Review.

- 6 No dwelling shall be occupied in Phase 1a of the development until full details of the play and open space indicatively shown on plan CSa/2172/118 Rev I, has been submitted to and approved by the Local Planning Authority in writing. The approved works shall be installed prior to the occupation of the 50th unit, or in accordance with a timescale to be approved in writing by the Local Planning Authority.

Reason

To ensure appropriate equipped play is provided to serve the occupants of the development, in accordance with policies SD1, BE1 and LR9 of the retained policies of the Shepway Local Plan Review.

- 7 Prior to the construction of the replacement pavilion on Phase 1b details of the landscape treatment of the area of open space between the front of units 13-16, 18-26 and 27-29 and Church Road (as shown on the approved planning layout 45-1863-STA-001 Rev V and is currently occupied by the Cadet Hut) shall have been submitted to and approved in writing by the Local Planning Authority and installed in accordance with the approved details.

Reason:

To ensure the satisfactory implementation of the development in accordance with the aims of saved policy SD1 of the Shepway District Local Plan Review.

- 8 Prior to the installation of any street lighting, details of the design or external appearance and siting of all street and footpath lighting, including details of how the impact of the lighting on the wider landscape has been considered and the hours of operation, shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with these approved details.

Reason:

To ensure the development would not result in harm to the character and appearance of the area and residential amenity, in accordance with policies SD1, BE1, BE4 and BE5 of the Shepway District Local Plan Review and Government guidance contained in the NPPF.

- 9 Prior the commencement of house building at The Stadium, details of a works strategy shall be submitted to the Local Planning Authority for approval in writing and thereafter carried out in accordance with the approved details. The works strategy shall include the following information:

- o Sequence of works in relation to the reconfiguration of the existing football pitches at The Stadium;
- o Details of removal of existing changing facilities and temporary replacement measures for changing/toilet facilities;
- o Details of temporary access arrangements to the sports pitches for the public and for maintenance; and
- o Programme for undertaking the works.

Reason

So as to ensure the retention of appropriate playing pitch facilities to meet the district's needs during the construction of the development.

- 10 Approval of the details of the access, appearance, layout, landscaping and scale (hereinafter called the reserved matters) for each phase or sub-phase of the development shall be submitted to and approved in writing by the Local Planning Authority before those works are commenced within that phase or sub-phase. The development shall thereafter be carried out as approved.

Reason:

Such details are necessary for the full consideration of the proposal and have not, so far, been submitted.

- 11 Applications for the approval of all the reserved matters for any phase or sub-phase of the development shall be made to the Local Planning Authority in writing no later than 15 years from the date of this permission. The development shall then be begun in each phase or sub-phase within 3 years of the land in that phase or sub-phase being released for development by the MoD.

Reason

In order to comply with Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004 and to ensure that the submission of reserved matters takes place within an acceptable timescale, in accordance with the Shepway Core Strategy Local Plan 2013.

- 12 The submission of reserved matter applications pursuant to the development hereby approved shall demonstrate compliance with the documents and plans listed below through an accompanying Design Statement:
 - o Environmental Statement Volumes 1 & 2, dated April 2014;
 - o Environmental Statement Addendum, dated November 2014;
 - o Development Specification Document (replacing Design and Access Statement Volume 3), March 2015;
 - o Land Use Parameter Plan - Dwg 5391-01-P-002 Rev I;
 - o Maximum Building Heights Parameter Plan - Dwg 5391-01-P-003 Rev I;
 - o Principal Access and Movement - Dwg 5391-01-P-004 Rev H; and
 - o Landscape Strategy - Dwg CSa/2172/117 Rev D.

In the case of any variation to the approved plans and documents listed above, then this should be explained in detail in the accompanying Design Statement and such variation shall be approved by the Local Planning Authority. The proposals shall thereafter be carried out in accordance with the approved details.

Reason

In accordance with the details of the application and requirements of policy SS7 of the Shepway Core Strategy Local Plan 2013.

- 13 With respect to any condition that requires the prior written approval of the Local Planning Authority, the works thereby approved shall be carried out in accordance with that approval unless a further submission is subsequently made to the Local Planning Authority, in which case the works shall be carried out in accordance with that subsequent approval.

Reason

To ensure that the proposed development is functionally and visually satisfactory and does not prejudice the appearance of the locality in accordance with Policy SS7 of the Shepway Core Strategy Local Plan 2013.

- 14 Unless otherwise agreed in writing by the Local Planning Authority the development shall be carried out in accordance with phasing plan contained in the Development Specification Document (replacing Design and Access Statement Volume 3), March 2015 .

Reason

So as to ensure the development comes forward in conjunction with appropriate infrastructure and is delivered in accordance with the assumptions considered within the Environmental Statement, in accordance with policies SS5 and SS7 of the Shepway Core Strategy Local Plan 2013 and the NPPF.

- 15 The reserved matters for any phase or sub-phase shall include the following details, to the extent they are relevant to the reserved matter details:
- a) Layout, including details of routes, buildings and spaces and their general organisation including their relationship with each other;
 - b) Details of access and circulation by different modes of travel, including the design and surface treatment for any roads, footpaths, cycle paths and junctions;
 - c) Details of the distribution and location of market and affordable units, including a schedule of dwelling sizes (number of bedrooms);
 - d) Details of the scale, form and appearance of all buildings, including details of the architectural styles, finishes and materials for both residential and non-residential buildings;
 - e) Details of Finished Floor Levels of all proposed buildings;
 - f) Details of the approach to vehicle parking for both residential and non-residential uses, including the location and layout of adequate parking, including visitor parking;
 - g) Details of the approach to cycle parking for both residential and non-residential uses including details of location and storage;
 - h) Details of the location and design of open spaces;
 - i) Details of hard and soft landscaping, including information on planting specification, boundary treatments, hard surfaced areas, street lighting, bus stops, signage, seating and bins.

Reason:

So as to ensure the development delivers development of the quality envisaged in the illustrative masterplan in accordance with saved policies TR5, TR11 and TR12 of the Local Plan Review, policy SS7 of the Shepway Core Strategy Local Plan 2013 and the NPPF.

- 16 Each application for the approval of reserved matters for any phase or sub-phase of the development shall be accompanied by detailed and up to date survey information of the protected species identified in the approved Environmental Statement as relevant to that phase or sub-phase, together with a mitigation strategy where relevant. The detailed design of each phase or sub-phase of the development shall reflect the findings of the survey work and mitigation strategy. The mitigation measures shall be carried out as approved by the Local Planning Authority to an agreed timetable.

Reason

In order to ensure appropriate mitigation against the environmental effects of the development in accordance with the application and the requirements of policies CSD4 and SS7 of the Shepway Core Strategy Local Plan 2013.

- 17 No dwelling or non-residential unit in any phase or sub-phase of the development shall be commenced until written details in respect of the design of the windows and front doors along with a written specification and samples of proposed bricks, tiles, render, cladding and paving have been submitted to and approved in writing by the Local Planning Authority.

Reason:

In the interests of visual amenity and good design, in accordance with policies SD1 and BE1 of the Shepway Local Plan Review, DSD, SS1 and SS7 of the Core Strategy Local Plan 2013 and the NPPF.

- 18 No dwelling or non-residential unit in any phase or sub phase of the development shall be commenced until the details listed below (where relevant) have been submitted to the Local Planning Authority for approval and thereafter implemented in accordance with the approved details:

- a) 1:50 scale elevations and sections sufficient to identify the specific location of all external gas and electricity meters together with their relationship to proposed adjacent ground levels whether hard or soft landscaped;
- b) 1:20 scale details of porch canopies (including materials and finish, details of any supporting posts and related brick plinths and roofing materials);
- c) Details of any other external fittings to dwellings and their locations (including aerials, dishes and amenity lighting)
- d) Brick boundary wall pier and coping details
- e) Extract vents and Flues

Reason:

In order to ensure the design quality of the development is maintained in accordance with BE1 and SD1 of the Local Plan Review and policy SS7 of the Shepway Core Strategy Local Plan 2013.

- 19 No dwelling shall be occupied in any phase or sub-phase of the development until a management plan setting out how areas of public open space (exclusive of the Backdoor Training Area, which is the subject of a separate planning condition), in that phase or sub-phase shall be managed has been submitted to and approved in writing by the Local Planning Authority. The Management Plan shall include plans identifying what areas of open space shall be private residential space, what areas will be controlled by a management company and what areas of open space will be adopted by the District Council (where relevant). The plan shall also include a timetable for the implementation of the open space works. The approved management plan shall thereafter be implemented in accordance with the approved details and shall not be varied without the prior written consent of the Local Planning Authority

Reason:

To ensure that satisfactory provision is made for the inclusion and management of green and open spaces and children's play and amenity equipment as an integral part of the new residential development, in accordance with policy SS7 of the Shepway Core Strategy Local Plan 2013.

- 20 a) Prior to the occupation of the first dwelling, an Interim Management Plan for the Backdoor Training Area shall have been submitted to and approved in writing by the Local Planning Authority and implemented in accordance with the approved plan. The Interim Management Plan shall include details setting out what measures will be put in place to ensure the protection of heritage assets, details for keeping the area clear of rubbish, what measures will be put in place to prevent its misuse and timetable of works. The requirements of the Interim Management Plan will be superseded once the Management Plan, required under part B below is implemented.
- b) Prior to the occupation of the 100th unit, a management plan for the Backdoor Training Area (also referred to as the Seabrook Valley) shall be submitted to the Local Planning Authority for approval. The management plan shall include details with regards to following:
- a) Who owns the land;
 - b) Who is responsible for implementing the management regime, including contact details;
 - c) Management objectives and regime;
 - d) Location of any fencing or boundary treatments to be installed;
 - e) The location and construction specification for any new paths to be created;
 - f) Improvements to existing paths or routes including construction specification;
 - g) Works to improve existing or put in place new drainage features/infrastructure;
 - h) Proposed earthworks including removal of any existing features;
 - i) Location of and details of any vegetation clearance including tree removal;
 - j) Location and specification for any new or replacement planting including new trees;
 - k) Location and specification of any new features to enhance the ecological value of the site such as bat boxes or log piles;
 - l) Location of any proposed signage, including information boards together with the proposed wording;

- m) Location and details of any new furniture to be installed such as seating and bins;
- n) Programme for monitoring archaeological assets from damage;
- o) Timetable for implementation; and
- p) Management review period.

The management plan shall be based on the Draft Backdoor Training Management Plan Report No CSa/2172/02 and Landscape Strategy Dwg CSa/2172/117 Rev D as submitted in support of the application. It will also incorporate the Redoubt Management Strategy, drawing no CSa/2172/130 Rev C. The Backdoor Training Area will thereafter be managed in accordance with the approved management plan unless the Local Planning Authority agrees to any variation.

Reason

In order to protect and enhance the appearance of the area, heritage assets, ecology and biodiversity in accordance with policies SD1 and BE16 of the Shepway District Local Plan Review, DSD, CSD4, SS5 and SS7 of the Core Strategy Local Plan and the NPPF.

- 21 The provision of vehicular and cycle parking facilities as approved for each reserved matter shall be made prior to the occupation of the units they serve, both residential and non-residential. These facilities shall be kept available for parking purposes in connection with the development at all times.

Reason:

It is necessary to make provision for adequate off street car and cycle parking to prevent obstruction of the highway and to safeguard the amenities of occupants and visitors to the development, in accordance with saved policies TR5, TR11 and TR12 of the Local Plan Review, policy CSD9 of the Shepway Core Strategy Local Plan 2013 and the NPPF.

- 22 Before each phase or sub phase of the development is occupied vehicle turning areas for that phase shall be provided in accordance with details which shall have been previously submitted to and approved by the Local Planning Authority and the vehicle turning areas shall be permanently retained available for this purpose.

Reason:

So that vehicles may enter and leave the site in a forward gear in the interests of highway safety.

- 23 Prio to the first opening of the school a School Travel Plan shall be submitted to the Local Planning Authority for approval and shall thereafter be implemented as approved. The School Travel plan shall include the following:
Objectives, targets and measures to encourage other methods of transport and reduce travel by car.

Measures to be implemented to discourage inappropriate parent parking.
Evidence of liaising with nearby primary schools so as to reduce the cumulative impact of drop off and pick ups.
Terms for the ongoing review and maintenance of the travel plan.

Reason

In the interests of highway safety and to encourage more sustainable modes of transport.

- 24 Prior to the commencement of development in any phase or sub phase, a Construction Management Plan shall be submitted to and approved by the Local Planning Authority in consultation with the Local Highway Authority. The Construction Management Plan shall comprise the following:
- a) Details of wheel washing facilities/measures to prevent debris and soil from being deposited on the public highway;
 - b) Access point for HGV's and site personnel;
 - c) Provision of parking facilities for site personnel and visitors prior to commencement of work on site and for the duration of construction;
 - d) Dust suppression methods;
 - e) Commitment to no burning of materials on site;
 - f) Details of and location of any lighting used for construction;
 - g) Details of plant and noise generated from operation of vehicles and machinery;
 - h) Location of any fencing/hoardings;
 - i) HGV routing;
 - j) Hours of operation;
 - k) Details of any temporary traffic management/signage required; and
 - l) Protocol for a qualified arboriculturalist overseeing works to as well as in and around trees to be retained.

All details of the approved Construction Management Plan shall be adhered to during the construction of that phase or sub phase.

Reason:

To ensure provision of adequate off-street parking for vehicles and in the interests of highway safety and to protect the amenity of local residents.

- 25 Deliveries to the site by HGV, which are associated with the construction of the development, will be restricted during local school term times to between 0900 and 1430 and 1530 and 1700 on weekdays. During local school holidays, deliveries to the site by HGV, which are associated with the construction of the development, will be restricted to between 0900 to 1700 on weekdays. Deliveries on a Saturday by HGV, associated with the construction of the development, will be restricted to 0800 and 1300. Deliveries taking place outside these times will require the prior written consent of the Local Planning Authority.

Reason:

In the interests of highway safety and to protect the amenity of local residents.

- 26 No development shall take place within any phase or sub-phase of the development until a programme of archaeological work for that phase or sub-phase, comprising a written specification and timetable for implementation has been submitted to the Local Planning Authority for approval. The programme of archaeological works will thereafter be carried out in accordance with the approved details.

Reason

To ensure that features of archaeological interest are properly examined and recorded.

- 27 Prior to the demolition of any buildings in any phase or sub-phase of the development, a Historic Buildings Record will be carried out, the scope of which shall previously have been agreed through a written scheme of investigation with Shepway District Council, Historic England and Kent County Council. The building record will be reported at each phase or sub-phase of the development through a report medium to be agreed in advance with Shepway District Council, English Heritage and Kent County Council. Ultimately a report monograph covering the entire Site will be produced for publication which will also include the military archaeology of the Site.

Reason

To ensure that features of archaeological interest are properly examined and recorded.

- 28 Before the first occupation of any dwelling in a phase or sub phase the developer shall agree in writing with the Local Planning Authority when the final wearing course of the highway shall be applied to that phase or sub phase. The wearing course shall thereafter be applied in accordance with the approved time scales.

In addition, prior to first occupation of each dwelling the following works between that dwelling and the adopted highway shall be completed:

- (a) Footways and/or footpaths, with the exception of the wearing course;
- (b) Carriageways with the exception of the wearing course, including the provision of a turning facility beyond the dwelling, together with related:
 - i) Highway drainage, including off-site works
 - ii) Junction visibility splays
 - iii) Street lighting, street nameplates and highway structures (if any)

Reason:

In the interests of highway safety, and the convenience and amenity of occupiers of the development.

29 1. In accordance with the Environmental Statement Volume 1 & 2 Dated April 2014 further site investigations should be carried out as necessary, and an investigation and risk assessment shall be undertaken by competent persons and a written report of the findings shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of each phase or sub phase of the development. It shall include an assessment of the nature and extent of any contamination on the site, whether or not it originates on the site. The report of the findings shall include:

(i) A survey of the extent, scale and nature of contamination;

(ii) An assessment of the potential risks to:

Human health;
Property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
Adjoining land,
Ground waters and surface waters,
Ecological systems,
Archaeological sites and ancient monuments; and

(iii) An appraisal of remedial options and identification of the preferred option(s).

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

3. If investigation and risk assessment shows that remediation is necessary, a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the development in any phase or sub-phase. The scheme shall include details of all works to be undertaken, proposed remediation objectives and remediation criteria, a likely timetable of works, site management procedures and a verification plan. The scheme shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. The approved remediation scheme shall be carried out in accordance with the approved terms including the timetable, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation scheme works.

Reason:

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

- 30 If remediation is required, prior to the occupation of any phase or sub-phase of the development a verification report, for that phase or sub-phase, demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation, shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a long term monitoring and maintenance plan) for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long term monitoring and maintenance plan shall thereafter be implemented as approved.

Reason:

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

- 31 If during development contamination not previously identified is found to be present in any phase or sub-phase, then no further development in that affected phase or sub-phase (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the Local Planning Authority. The remediation strategy shall thereafter be implemented as approved.

Reason:

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

- 32 Prior to development commencing in any phase or sub phase, with the exception of demolition works, a surface water drainage scheme addressing the matters identified below shall be submitted to, and approved in writing by, the local planning authority and the development shall thereafter be carried out in accordance with the approved details.

1. Surface water discharge from each phase or sub-phase to watercourses; ditches and surface water sewers shall be at appropriate Greenfield or brownfield runoff rates as noted in the Drainage Strategy Report, contained in the Environmental Statement Volumes 1 & 2 Dated April 2014.

2. The surface water drainage system shall ensure that surface water runoff for up to the 100 year storm event, with allowance for climate change is retained within the phase or sub-phase, or directed to areas of least vulnerability.

3. Infiltration drainage shall be incorporated into the drainage scheme where ground conditions permit, following the written approval of the Local Planning Authority and having taken into account risks to controlled waters and other environmental considerations as outlined in the Environmental Statement, Volumes 1 & 2 Dated April 2014.

4. The surface water drainage system should reduce total runoff volumes to provide an overall benefit in reduction in flood risk.

Reason:

To prevent flooding by ensuring the satisfactory disposal of surface water from the site, in accordance with policy CSD5 of the Shepway Core Strategy Local Plan 2013.

- 33 Prior to the first occupation of any phase or sub-phase of development, details of the maintenance of the surface water drainage scheme approved by condition 32 for that particular phase or sub-phase of development detailing how the approved surface water drainage system would be maintained for the lifetime of the development to ensure efficiency of the scheme shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

To prevent flooding by ensuring the satisfactory disposal of surface water from the site, in accordance with policy CSD5 of the Shepway Core Strategy Local Plan 2013.

- 34 Whilst the principle and installation of sustainable drainage schemes are to be encouraged no infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approved details.

Reason:

To protect vulnerable groundwater resources and ensure compliance with the National Planning Policy Framework.

- 35 Prior to the commencement of development of any phase or sub-phase details of the proposed means of foul and surface water sewerage disposal shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

To prevent flooding by ensuring the satisfactory disposal of surface and foul water from the site, in accordance with policy CSD5 of the Shepway Core Strategy Local Plan 2013.

- 36 No development shall take place in any phase or sub-phase until details of the specification and position of fencing and of any other measures to be taken for the protection of any retained tree from damage before or during the course of development within that phase or sub-phase have been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with approved details.

Reason:

In order to protect and enhance the appearance of the area in accordance with policies SD1 and BE16 of the Shepway District Local Plan Review.

- 37 a) No trees or hedgerows shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard [3998 (Tree Work)].
- b) If any retained tree or hedgerow is removed, uprooted, destroyed or dies, another tree or replacement hedgerow shall be planted in the same place and that tree shall be of a size and species, and shall be planted during the next planting season unless otherwise agreed with the Local Planning Authority in writing.

In this condition "retained tree or retained hedgerow" means an existing tree or hedgerow which is to be retained in accordance with the approved plans and particulars;

Reason:

In order to protect and enhance the appearance of the area in accordance with policies SD1 and BE16 of the Shepway District Local Plan Review

- 38 The soft landscape works shall be carried out in accordance with the approved details. In the case of landscaping not located within the curtilage of a building in residential use, if within a period of 5 years from the date of the planting of any tree or shrub, or any tree or shrub planting in replacement of it, is removed, uprooted or destroyed or dies another tree or shrub of the same species and size as that originally planted at the same place, unless the Local Planning Authority gives its written consent to a variation.

Reason

In order to protect and enhance the appearance of the area in accordance with policies SD1 and BE16 of the Shepway District Local Plan Review.

- 39 No development shall take place in any phase or sub phase, with the exception of demolition works, until details of earthworks have been submitted to and approved in writing by the local planning authority for that phase or sub phase. These details shall include the proposed grading and mounding of land areas including the levels and contours to be formed, showing the relationship of proposed mounding to existing vegetation and surrounding landform. Development shall be carried out in accordance with the approved details.

Reason:

In order to protect and enhance the appearance of the area in accordance with policies SD1 and BE16 of the Shepway District Local Plan Review.

- 40 Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express prior written consent of the Local Planning Authority.

Reason:

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

- 41 No unit within the development shall be occupied until written documentary evidence has been submitted to, and approved by, the local planning authority, proving that, that unit has achieved a maximum water use of 110 litres per person per day as defined in paragraph 36(2)(b) of the Building Regulations 2010 (as amended). Such evidence shall be in the form of a post-construction stage water efficiency calculator.

Reason

In accordance with the requirements of policies CSD5 and SS3 of the Shepway Core Strategy Local Plan 2013 which identify Shepway as a water scarcity area and require all new dwellings to incorporate water efficiency measures. Water efficiency calculations should be carried out using 'the water efficiency calculator for new dwellings' <https://www.gov.uk/government/publications/the-water-efficiency-calculator-for-new-dwellings>

- 42 Prior to development commencing in any phase or sub-phase of development that includes either the retained Sir John Moore Library, Concrete Barrack Block, Racquet Court or Water Tower, a Restoration Strategy shall be submitted to the Local Planning Authority for approval in writing. The strategy will include details of the stabilisation works necessary to safeguard the fabric of the buildings prior to their comprehensive future restoration and conservation as identified in the Assessment of Condition of Listed Buildings, December 2013. The works will thereafter be carried out in accordance with the approved strategy prior to the occupation of the units in phase 4 of the development.

Reason

So as to ensure the restoration and enhancement of listed and retained undesignated heritage assets within the application site.

- 43 Noise mitigation measures shall be provided to individual properties as identified in Chapter 14 (Noise and Mitigation) of the approved Environmental Statement, dated April 2014 (Volumes 1 & 2) and Environmental Statement Addendum, dated November 2014. The mitigation measures shall be installed prior to the occupation of the affected units.

Reason

In the interests of the residential amenity of nearby occupants, policy SD1 of the Shepway District Local Plan Review and Government advice contained in the NPPF.

- 44 The development shall not be occupied until the improvement works to the Cheriton Interchange junction have been completed as detailed on Cannon Consulting Engineers drawing M181/211 and contained within the Addendum Transport Assessment dated the 07th November 2014. Any alternative proposals for the improvements to the Cheriton Interchange will be subject to written approval by the Secretary of State for Transport and thereafter by the Local Planning Authority.

Reason

In accordance with the details of the application and to mitigate the infrastructure needs of the development.

- 45 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting that Order) (with or without modification) no development falling within Classes A, B, D, E and F of Part 1 and Class A of Part 2 of Schedule 2 to the said Order shall be carried out without the prior consent in writing of the Local Planning Authority.

Reason:

To enable the Local Planning Authority to retain control over future development and residential amenity in accordance with saved policies SD1 and BE1 of the Shepway District Local Plan Review.

- 46 Notwithstanding the provision of the Town and Country Planning Use Class Order 1987 (as amended) non-residential floorspace hereby approved shall not be used for Amusement Arcade or Betting Shop uses at any time.

Reason:

In order to ensure that the development meets Shepway Core Strategy Local Plan policy SS7 and provides appropriate uses.

- 47 Prior to the first use of any ground floor commercial unit for A3 purposes full details of kitchen extraction/ventilation/refrigeration/air conditioning systems, including methods of sound attenuation and odour abatement and control shall be submitted to and approved in writing by the Local Planning Authority. The approved systems shall be installed prior to the first use of the premises and retained in full working order thereafter.

Reason:

In the interests of the amenities of nearby residents in accordance with policy SD1 of the Shepway District Local Plan Review and government advice contained in the NPPF.

- 48 Notwithstanding the provisions of the Town and Country Planning Use Class Order 1987 (as amended) no changes of use (permanent or temporary) will be permitted from A1 to C3, from A1 to A2, from A3 to A2, from C3 to C4 or from D1 and/or D2 to A1, A2, A3 and B1 without the prior written approval of the Local Planning Authority [other than those expressly authorised by this permission].

Reason:

In order to ensure that the development meets Shepway Core Strategy Local Plan 2013 policy SS7 and provides an acceptable mix and type of unit size.

- 49 The Commercial Units (A1, A3,use) hereby approved shall not be used outside of the hours 0700-2300. No deliveries shall be made outside of the hours 0700 -1900.

Reason:

In the interests of the amenities of nearby residents and in accordance with policy SD1 of the Shepway District Local Plan Review.

- 50 Prior to the first use of the Primary School hereby approved a community use agreement shall be submitted to the Local Planning Authority for approval in writing and thereafter implemented. The agreement shall include details of the dates and times that the sports and other school facilities will be available for community use/hire.

Reason:

To provide for adequate community facilities within the locality and ensure playing pitches remain available for community use.

INFORMATIVES

- 1 This decision is also conditional upon the terms of the Planning Agreement which has been entered into by the developer and the Local Planning Authority under Section 106 of the Town and Country Planning Act 1990. The Agreement runs with the land and not with any particular person having an interest therein.
- 2 Your attention is drawn to the need to contact the Council's Street Naming and Numbering Officer on 01303 853418 in order to have the new properties formally addressed.

It is recommended that the local community, including schools, parish councils and interest groups are engaged with when considering street naming within the development.

In view of the Local Planning Authority, and having taken into account all material planning considerations, there is insufficient demonstrable harm or conflict with policy arising from the proposal to warrant withholding planning permission.

In coming to this decision, regard has been had to the following policies:

In accordance with paragraphs 186 and 187 of the National Planning Policy Framework, Shepway District Council, as local planning authority, has taken a positive and proactive approach to the proposed development, focusing on finding solutions:

The applicant/agent was provided with detailed pre-application advice in accordance with the Council's Informal Advice Protocol and issues of concern were addressed in the submitted application

The applicant/agent was advised of any issues during the processing of the application and additional information has been submitted to address these

The application was considered by the Council's Development Control Committee and the applicant/agent was given the opportunity to speak in support of it

The development proposed has been considered against the National Planning Policy Framework, Local Plan policy and relevant material planning considerations and it is the view of the Local Planning Authority that planning permission should be granted.

In coming to this decision regard has been had to the following policies:

Shepway District Local Plan Review: SD1, HO1, LR8, LR9, LR10, BE1, BE2, BE5, BE13
BE16, BE17, U2, U4, U13, U14, U15, TR2, TR5, TR11, TR12, TR13, CO11, CO13

Shepway Core Strategy Local Plan: DSD, SS1, SS2, SS3, SS5, SS7, CSD1, CSD2, CSD4,
CSD5,

The following Supplementary Planning Documents and Government Guidance apply:

National Planning Policy Framework
National Planning Policy Guidance
Kent Design Guide & associated appendices
Building for Life 12
Affordable Housing SPD
Sport England, guidance
Policy Statement: Planning for Schools Development
Sandgate Village Design Statement

APPENDIX 2

GENERAL SITE TRANSFER REQUIREMENTS

1. The developer/landowner to provide site investigation report and to effect a transfer free from:
 - contamination (including radiation),
 - protected species
 - ordnance
 - rubbish (including broken glass)
 - any adverse ground and soil conditions
 - occupation

Where appropriate the following indemnities may be required.

2. The County Council to be granted a Licence for access onto the site, prior to transfer for the purpose of surveying and carrying out technical investigations.
3. The site and any associated areas i.e. playing fields are fit for purpose, above flood plain level, adequately drained and close to public transport. (The early involvement of KCC Property is encouraged in this respect)
4. The site to be level, regular-shaped and undivided (i.e. a single unit with no public footpaths crossing the site). It should offer ease of access to intended users, i.e. school children, parents, staff, deliveries etc and should not be located in a dead-end or cul-de-sac road. Where appropriate, indemnities may be required.
5. The site to be clearly pegged out on site to the satisfaction of the delegated representative of KCC's Head of Property, and fenced with GIS co-ordinates prior to completion of the transfer.
6. The site to be freehold unencumbered and conveyed for the nominal consideration of £1 with full title guarantee and vacant possession with no onerous covenants.
7. Prior to the use of the site or any ground/construction works i.e. the building of a school and subject to the approval of KCC, the developer/landowner is to provide, at their own cost, suitable free and uninterrupted construction access to a suitable location on the site boundary. Haul roads should be constructed, at no cost to KCC, and maintained to a standard capable of accommodating HVGs and other construction traffic.
8. Prior to the use of the site for its intended purpose, an adopted highway (or highway capable of being adopted), which is suitable for the intended use of the site is to be provided up to a

suitable point on the site boundary together with a suitable alternative vehicular access for deliveries etc., if required. The highway and any alternative access is subject to approval by KCC.

9. Prior to the site transfer adopted services and utilities will be provided to an agreed location(s) on the site boundary of sufficient capacity and depth to accommodate the maximum potential requirement without mechanical aide upon transfer. Necessary statutory undertakers' plant (such as electricity sub-stations or transfer stations) shall be located outside of the site boundary and the County shall not be liable for any costs (including legal costs) associated with the installation and commissioning of such plant.
10. No mobile phone masts, overhead cables etc within 250m of a school site and where possible the developer/landowner to impose a covenant that none will be erected within this distance of any site boundary.
11. Rights to enter so much of the adjoining land within the ownership of the Developer as is reasonably necessary to carry out construction works on the site. The County Council to be responsible for making good any disturbance caused to the reasonable satisfaction of the adjoining owner in the exercise of these rights.
12. The landowner to be responsible for the County Council's legal costs and surveyor's fees together with administrative costs incurred during negotiations and in completing the Section 106 Agreement, taking transfer of the land including Land Registry costs, the granting of any easements/licences, or any other documentation and any Project Management agreements.
13. Plan of the site to a scale of 1:1250 to be supplied prior to transfer showing site levels, access, boundaries and details of any adjoining development. The plan is to be provided in a suitable electronic format together with paper copies.
14. Adjoining uses should not cause interference, conflict or be inappropriate in any way to the use of the site i.e. the curriculum delivery for schools. This also includes adverse conditions disruption and inconvenience by noise, dust, fumes, traffic circulation, artificial lighting etc

APPENDIX 3

HEADS OF TERMS FOR SERFCA LEASE AND PLAN

Parties

Landlord: Shepway District Council

Tenant: South East Reserve Forces and Cadets Association

Term

99 years.

Rent

A peppercorn.

Demise

Internal demise of the cadet hut as shown on plan on drawing number 45-1863-CAD-002 (which may be subject to modification once the hut has been constructed).

Rights Granted

- Access to the demise;
- Right of way over the common parts;
- Save when the building is required for election purposes the exclusive use of the community hall (including classrooms and offices) on Tuesday and Thursday evenings from 6pm to 11pm) to be agreed in writing with the landlord on the giving of reasonable prior notice (landlord's consent not to be unreasonably withheld or delayed);
- Exclusive use of the store;
- Right to park 12 vehicles in the car park on the days specified above and otherwise on a first come first served basis.

Alterations

None without the landlord's consent in writing (not to be unreasonably withheld or delayed).

Alienation

Assignment / subletting prohibited provided that the Tenant may part with or share possession of the whole or any part of the Demise to or with another cadet association forming part of the South East Reserve Forces and Cadets Association group and a Minister of the Crown or Government Department Commission or Agency exercising functions on behalf of the Crown.

Repair

Demise to be kept in good repair and condition, inherent defects are excluded.

Drawn: MIF Checked by: BB

Date: JANUARY 2015

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Revisions

Rev. Date Drawn Checked

A 21.01.15 MIF BB
AMENDED TO CLIENT COMMENTS

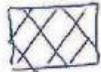
B 19.03.15 MIF BB
AREAS ADDED

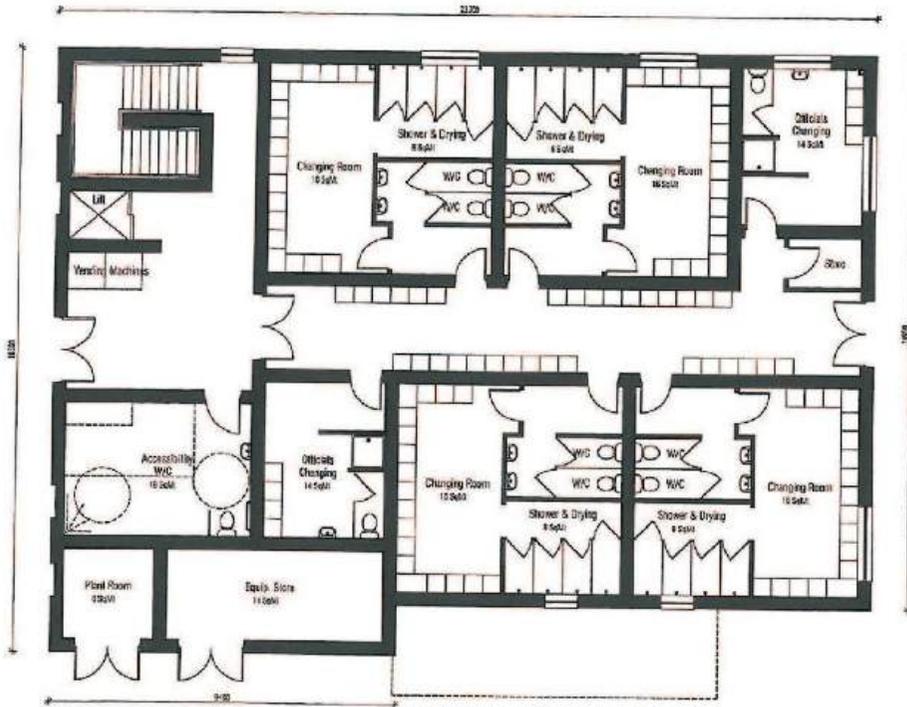
C 22.05.15 MIF BB
AMENDED TO CLIENT COMMENTS

D 20.07.15 MIF BB
AMENDED TO CLIENT COMMENTS

SEALED
No. 32524

E 27.07.15 MIF BB
AMENDED TO CLIENT COMMENTS

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USE BY SERFO

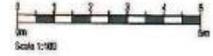


Ground Floor Plan
Area = 3706 SqFt / 344 SqM



First Floor Plan
Area = 3913 SqFt / 363 SqM

Combined Area = 7621 SqFt / 707 SqM



Project:
SHORNCLEFFE GARRISON,
FOLKESTONE

Drawing Title:
CADET HUT
FLOOR PLANS

Client:
Taylor Wimpey

Taylor Wimpey

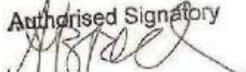


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www.simoncooper.co.uk

Dwg No: 45-1863-CAD-002

Scale @ A3: 1:100 Rev: E

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

Authorised Signatory




1327-205
BB
TP

APPENDIX 4

NEW PAVILION PLANS AND SPECIFICATION

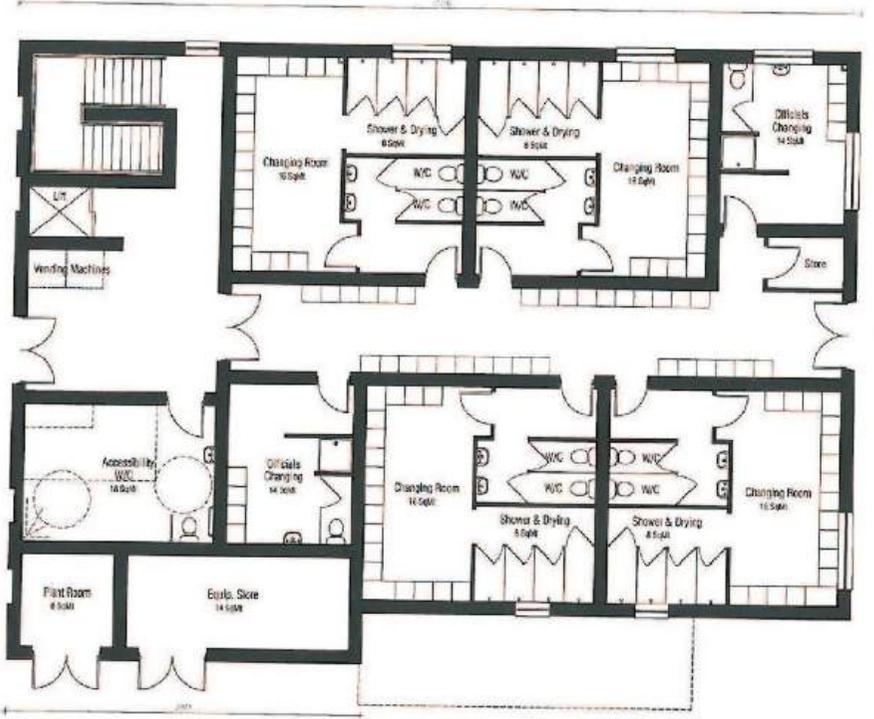
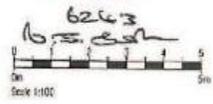
Drawn by: MIF Checked by: BB
 Date: JANUARY 2015

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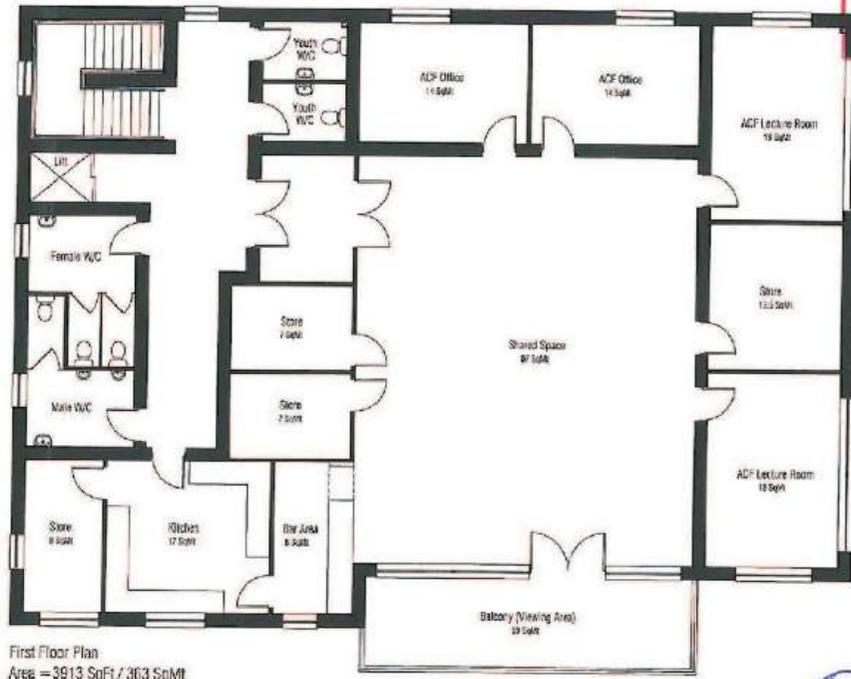
Revisions	Rev	Date	Drawn	Checked
A	21.01.15	MIF	BB	AMENDED TO CLIENT COMMENTS
B	18.03.15	MIF	BB	AREAS ADDED
C	22.05.15	MIF	BB	AMENDED TO CLIENT COMMENTS
D	20.07.15	MEC	BB	AMENDED TO CLIENT COMMENTS
	27.07.15	MIF	BB	AMENDED TO CLIENT COMMENTS



SEAL
 No. 32524



Ground Floor Plan
 Area = 3708 SqFt / 344 SqM



First Floor Plan
 Area = 3913 SqFt / 363 SqM

Combined Area = 7621 SqFt / 707 SqM

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

Authorised Signatory
[Signature]



[Handwritten Signature]

[Handwritten Signature]

Project:
 SHORCLIFFE GARRISON,
 FOLKESTONE

Drawing Title:
 CADET HUT
 FLOOR PLANS

Client:
Taylor Wimpey



HIGH LEVEL SPECIFICATION FOR THE PROPOSED PAVILION, SHORNCLIFFE

General

Detailed materials to be agreed through approval of Reserved Matters/planning conditions, but external finishes to be brick, cladding or render, windows to be double glazed UPVc, external doors to be steel and internal doors to be wood

All windows to changing facilities/toilets to be obscured/high level

An emulsion paint finish will be applied to all plasterboard internal walls and gloss to internal and external woodwork where necessary

Wall tiling to be applied in changing areas, toilets and kitchen where required

Appropriate floorings to be provided throughout – combination of carpet, laminate wood flooring and vinyl tiling

External and internal lighting to the pavilion

All electrical wiring, sockets etc

Security measures including locks to external and internal doors and cupboards (where appropriate)

Boiler and associated heating system

Mono pitch roof

Rainwater goods

Design features to assist the elderly, those with dementia, learning difficulties and mental illness

Wi-Fi connection

Appropriate warranties (10 year – Buildmark Connect (NHBC) or similar)

Sanitary ware (Ideal Standard or similar)

Ground Floor

Entrance area leading to central corridor (via doors) leading to changing rooms with space for secure lockers

External door to corridor providing access to playing fields

Lift (Otis or similar)

Staircase (1,000mm wide)

Changing facilities to meet Football Association standards, consisting of:

4 x changing rooms with integral toilets and shower facilities

2 x officials changing rooms with integral toilet and shower facilities

1 x fully wheelchair accessible changing facility with toilet and shower to Changing Places Specification (as attached hereto)

Small store room

Plant room and equipment store to be accessed externally

First Floor

Shared Space of approximately 95sqm in area

Windows and double door leading to viewing area in form of external balcony

Secure bar area serving the communal space and served by kitchen with store to rear

Kitchen to include adjustable height worktops and sink units

Fitted kitchen, including units, standard white goods, sink, taps etc

Two ACF Offices, two lecture rooms and a store accessible from the shared space

Two additional store rooms accessible from shared space

Separate male and female toilets

Two separate toilets for youths

Exclusions

This specification deals with principal elements of the pavilion

The detailed specification will be based on the use of standard materials, fixtures and fittings and will not include non fixed items, such as electrical equipment, computers, tables, chairs, lockers cutlery etc

Changing Places

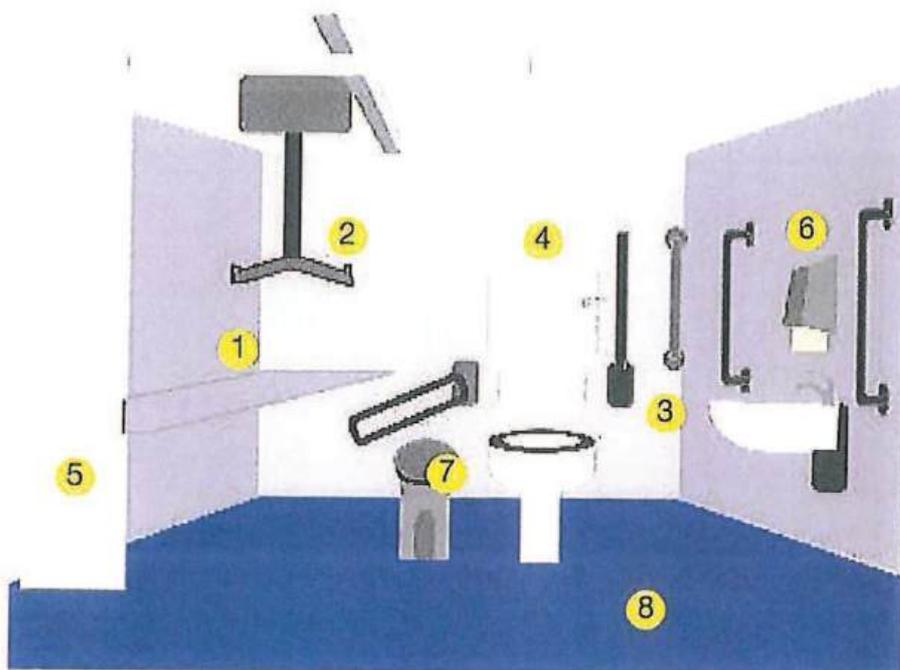
Changing Places toilets are needed by people with profound and multiple learning disabilities (approx. 40,000 in the UK), their families and carers, and other people who need assistance to use the toilet. Changing Places toilets provide the right equipment (refer to table), with enough space for the disabled person and up to two carers and a safe and clean environment.

Why do we need Changing Places toilets?

People with profound and multiple learning disabilities cannot use standard accessible toilets. They do not provide changing benches or hoists. Most are too small to accommodate more than one person. Without Changing Places toilets, the person with disabilities is put at risk, and families are forced to risk their own health and safety by changing their daughter or son on a toilet floor. This is dangerous, unhygienic and undignified.

The Changing Places Consortium launched a campaign in 2006 on behalf of the thousands of people with profound and multiple learning disabilities and their carers. KCC is supporting this campaign to ensure all people with disabilities have adequate changing facilities. A variety of venues in Kent have committed to install Changing Places, e.g. Bluewater Shopping Centre, Edenbridge Leisure Centre, Maidstone Gateway Centre.

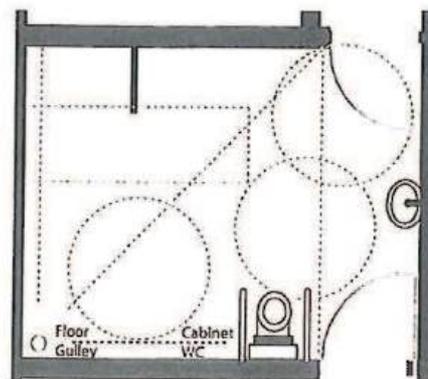
Further information: www.changing-places.org



Dedicated changing facilities for people with complex needs

Facilities : NIA min 18m² (summary specification)

1. A height adjustable changing bench / high - low bath or shower. A stable platform where a carer can safely change a disabled person's continence pad. Adult sized, and height adjustable so it can be adjusted to a safe working height for carers.
2. A ceiling track hoist system. Disabled people are transferred safely from their wheelchair to the toilet or changing bench eliminating strain or injury.
3. There should be adequate space for the disabled person, their wheelchair when they are not in it, and two carers to manoeuvre comfortably and safely.
4. A centrally placed toilet, clos-o-mat or similar WC with room either side for the carers. The toilet should be placed away from the walls, towards the centre of the room. Drop down wall fixed grab rails may be required to provide support for other users, or to provide support while someone is seated on the toilet.
5. A screen or curtain to allow the disabled person who may need support from the wheelchair to have privacy while using the toilet.
6. Wide tear off paper.
7. A macerator, conveniently located
8. A non-slip flush floor to steady users and provide safety of carers when they carry out transfers and are changing or washing.



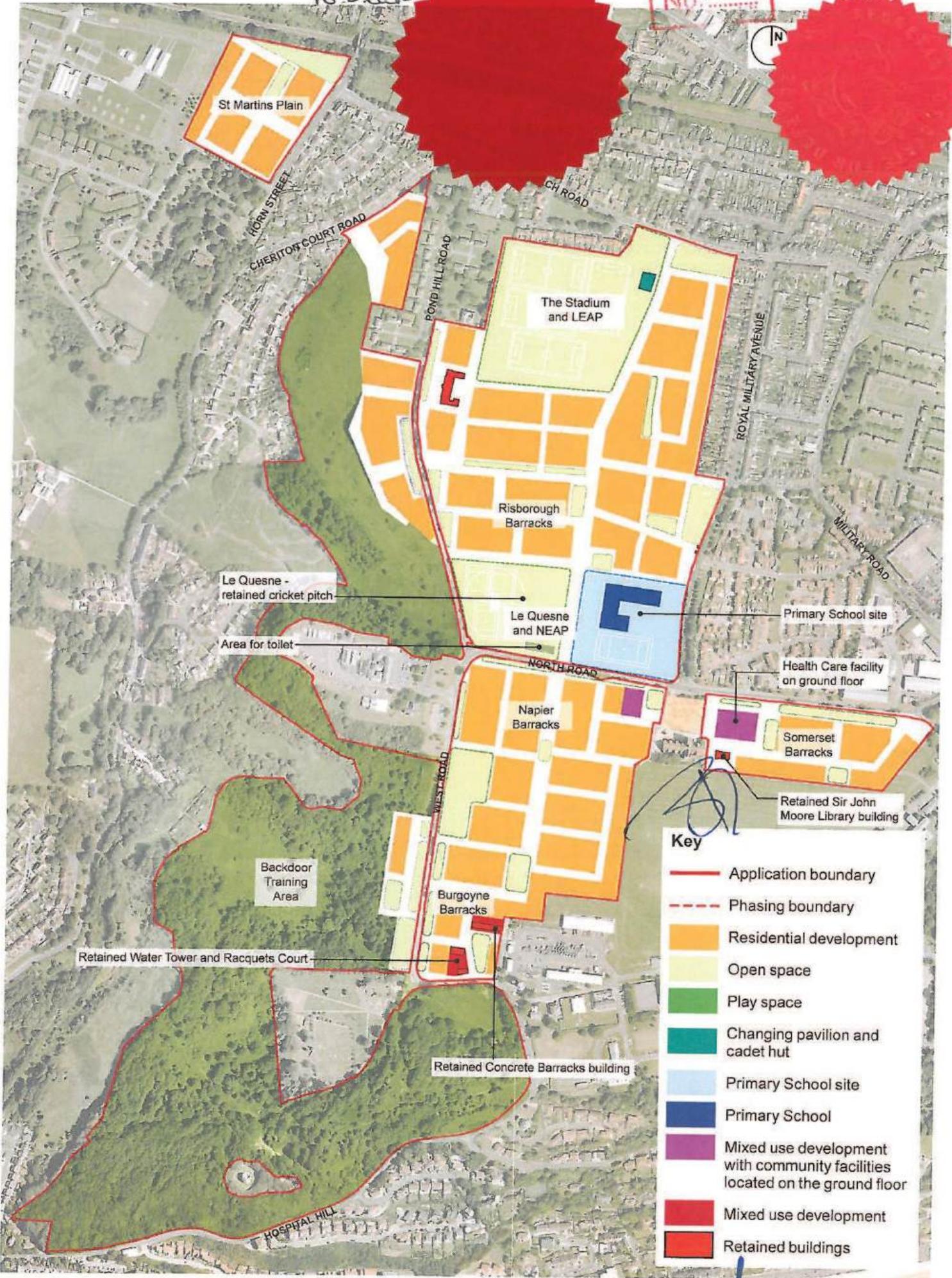
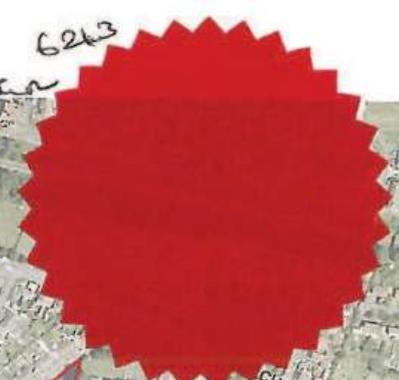
Changing Places

For full specification go to www.changing-places.org/features_layout.asp

APPENDIX 5
FORMAL OPEN SPACE AND GENERAL DEVELOPMENT LOCATIONS PLAN

6213
No 3226

SEAL
No 3226



- Key**
- Application boundary
 - Phasing boundary
 - Residential development
 - Open space
 - Play space
 - Changing pavilion and cadet hut
 - Primary School site
 - Primary School
 - Mixed use development with community facilities located on the ground floor
 - Mixed use development
 - Retained buildings

TP

APPENDIX 6
INDICATIVE AFFORDABLE HOUSING MIX AND PHASING

Phases	% of affordable housing units based on 18% (max total 216 units)
Phase 1 a & 1b	41%
Phase 1 d (NTA)	0%
Phase 2a (Officers Mess)	3%
Phase 2 b (Somerset)	12%
Phase 2 c (Burgoyne)	11%
Phase 2 d (Nursery)	0%
Phase 3 (Risborough)	15%
Phase 4 (Napier)	14%
Option Land	4%
TOTAL (ALL PHASES)	100%

APPENDIX 7
HIGHWAY WORKS DRAWINGS

APPENDIX 8
PHASING PLAN

Phase 1A
St Martins
Plain

Phase 1D
Northern
Training
Area

Phase 1B
The Stadium

Phase 2A
Officers
Mess

Option
Land -
ASU &
POL

Phase 3
Risborough Barracks

Back Door
Training
Area

Phase 1E
Le Quesne

Phase 1C
Primary
School
Site

Phase 4
Napier Barracks

Phase 2B
Somerset Barracks

PHASE 1

Phase 2D
The Nursery

Phase 2C
Burgoyne Barracks

- Key**
- Application boundary
 - Phase 1A - 2015/17 -
 - Phase 1B - 2015/20 -
 - Phase 1C - 2016/20 -
School Site
 - Phase 1D - 2018 -
 - Phase 1E - 2021/28 -
Le Quesne Equipped Play
and Associated Facilities
 - Phase 2A - 2019/20 -
 - Phase 2B - 2020/23 -
 - Phase 2C - 2020/25 -
 - Phase 2D - 2020/25 -
 - Phase 3 - 2023/28 -
 - Phase 4 - 2026/29 -
 - Option Land - 2029/30 -

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

Authorised Signatory

SEAL
No 82526

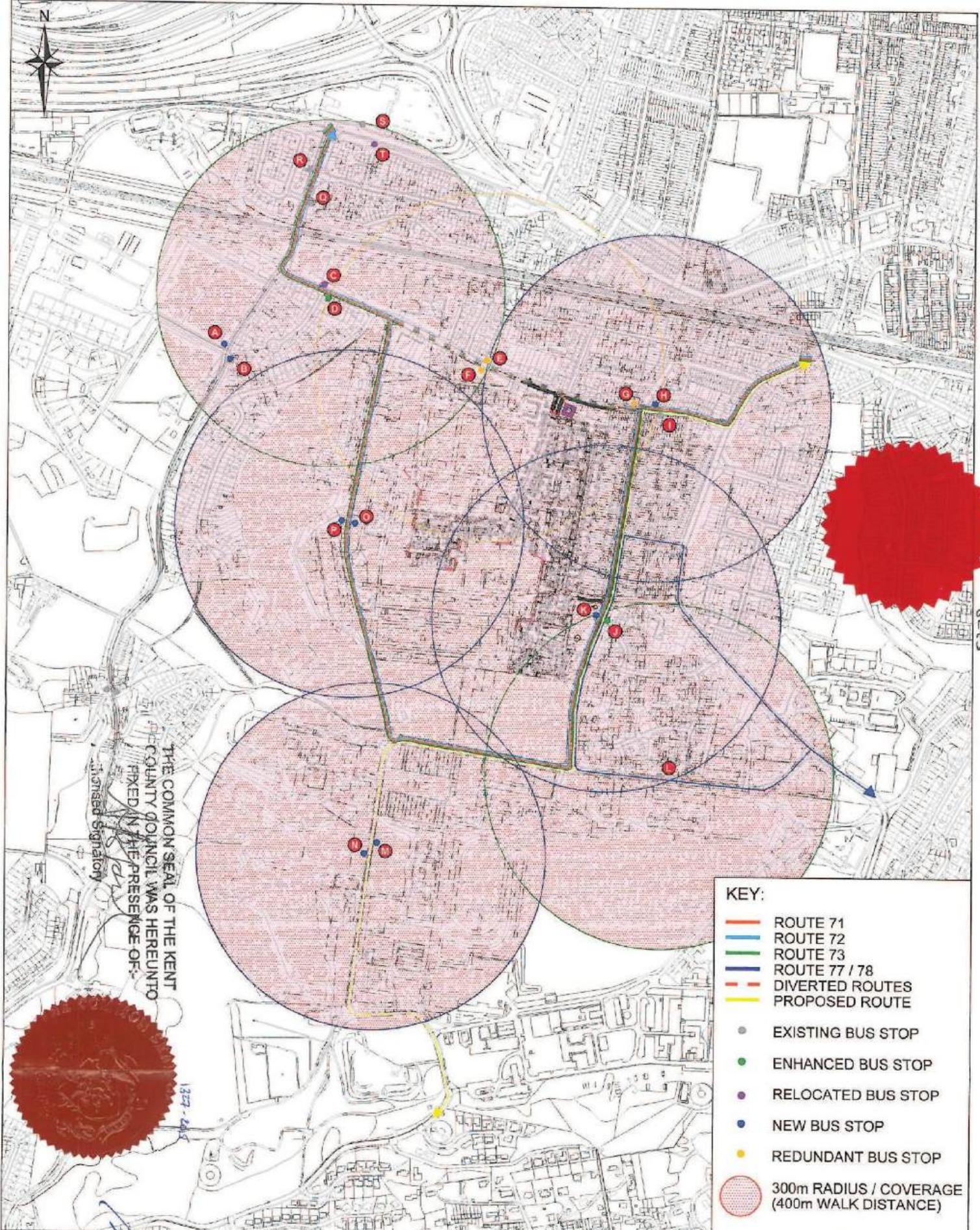
1327 - 2015

Shorncliffe Garrison Masterplan Construction Phasing Plan

project Shorncliffe Garrison Masterplan
drawing no. 5391-01-P-0017 a
scale 1:5000@A3
date 5-8-2015

Tibbalds

**APPENDIX 9
BUS STOPS**



CLIENT	TAYLOR WIMPEY	Cannon Consulting Engineers 16 Ledborough Lane, Beaconsfield, HP9 2PE Tel: 01638 555 900 Fax: 01494 677 779 info@cannonce.co.uk www.cannonce.co.uk	CANNON CONSULTING ENGINEERS Highways, Transport & Infrastructure Planning
PROJECT TITLE	SHORNCLIFFE GARRISON	06/2015	
DRAWING TITLE	POTENTIAL BUS DIVERSION ROUTES & BUS STOP LOCATIONS	PRELIMINARY	DRAWING NUMBER M181 / 403
		REV	A

NOTE THE PROPERTY OF THIS DRAWING AND DESIGN IS VESTED IN CANNON CONSULTING ENGINEERS AND MUST NOT BE REPRODUCED IN ANY WAY WITHOUT THEIR WRITTEN CONSENT

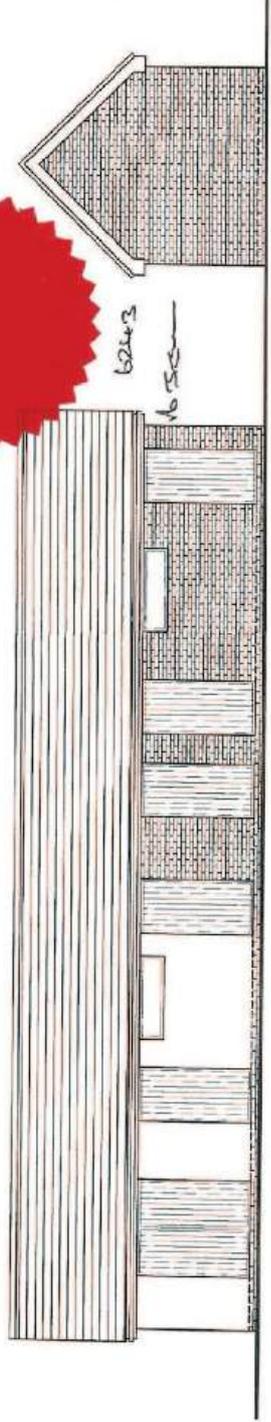
APPENDIX 10
TOILET BLOCK

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

1329 - 2015
 Authorised Signatory

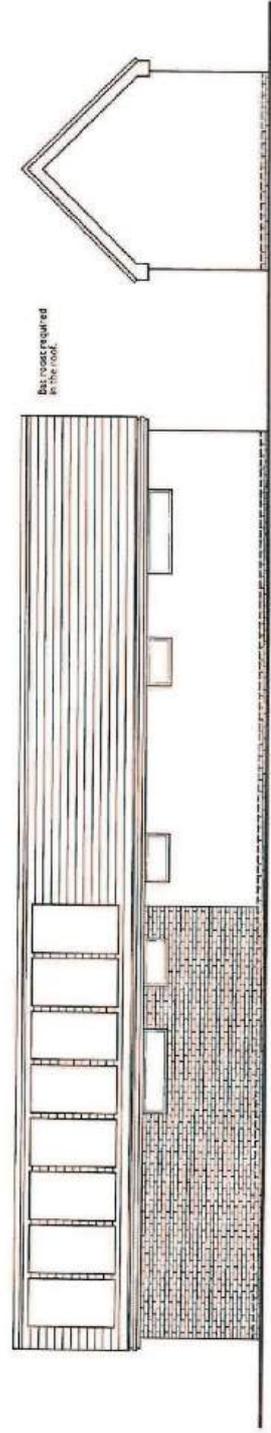


SEAL NO. 22526



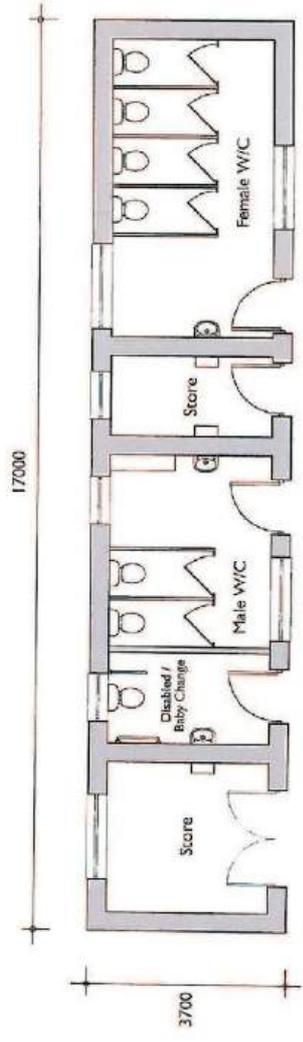
FRONT ELEVATION

SIDE ELEVATION



REAR ELEVATION

SIDE ELEVATION



Option 1

Scale @ A3:
 Scale 1:100
 0 1 2 3 4 5m

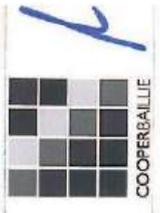
Rev	Date	Drawn	Checked
C	04.08.15	MJF	BB

BAT ROOST NOTE ADDED

Project: SHORNCIFFE GARRISON, FOLKESTONE

Title: TOILET BLOCK

Client: Taylor Wimpey



Date: APRIL 2015
 Drawn by: MJF Checked by: BB
 Dwg No: CB_30_02B_TB-001 Rev: C

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