

[REDACTED]

From: [REDACTED]
Conversation: 28 April 2011 10:21
Posted To: Development Management Submission Version Representations [Virus Control Checked]
reps proposed sub
Subject: Development Management Submission Version Representations [Virus Control Checked]

Dear Planning Policy,

Please find attached representations to the Development Management DPD and accompanying proposals map on behalf of our clients C and S Associates.

These comprise completed forms in response to the proposals map and policies DM10 and DM11, a site ownership plan, and a copy of the Section 106 Agreement which is referred to in the representations.

Please acknowledge receipt of these representations.

Kind regards

Kate

KATE MATTHEWS
Associate



25 Floral Street, London, WC2E 9DS

[REDACTED]
[REDACTED]
W: www.firstplan.co.uk

Firstplan Ltd Registered Office: 10 Romsey Road, Eastleigh, SO50 9AL
Registered in England No. 4882565

Representation Form

Development Management Proposed Submission

This form has two parts -

Part A - Personal Details

Part B - Your representation(s)

Please fill in a separate sheet for each representation you wish to make

Part A

Personal Details - if an agent is appointed, please only complete Title, Name & Organisation boxes below but complete the full contact details of the agent.

Title	
First Name	
Surname	
Job Title*	
Organisation*	C and S Associates
Address line 1	
Address line 2	
Address line 3	
Address line 4	
Postcode	
Telephone No	
Email Address*	

Agent Details (if applicable)

Mr
Mike
Woolner
Director
Firstplan
25 Floral Street
London
WC2E 9DS

* where relevant

Part B - Please use a separate sheet for each representation

In order to ensure that the scope and content of your representations on the Development Management DPD Proposed Submission version is focused on issues of soundness and legal compliance, you are requested to make your representation on this official form that has been specifically designed to assist you in making your representation or alternatively an interactive version of the Development Management DPD Proposed Submission is available on the Council's consultation website www.southend.gov.uk/ldf.

The Planning Inspectorate has issued guidance 'Local Development Frameworks – A Brief Guide to Examining Development Plan Documents (September 2010)' http://www.planningportal.gov.uk/uploads/pins/dpd_procedure_guide.pdf.

Name or Organisation

C and S Associates

1. To which part of the DPD does this representation relate?

Paragraph

Policy

DM10

Proposals Map

2. Do you consider the DPD is

2.1 Legally compliant

Yes

No

2.2 Sound**

Yes

No

**The considerations in relation to the DPD being 'Sound' are explained in Planning Policy Statement 12 in paragraphs 4.36 – 4.47, 4.51 and 5.52 and the boxed text. If you have entered No to 2.(2), please continue to Q3. In all other circumstances, please go to Q4.

x

3. Do you consider the DPD is unsound because it is not:

3.1 Justified

3.2 Effective

3.3 Consistent with national policy

4. Please give details of why you consider the DPD is not legally compliant or is unsound. Please be as precise as possible. If you wish to support the legal compliance or soundness of the DPD, please also use this box to set out your comments.

Policy DM10 sets out that development will be encouraged that contributes to the promotion of sustainable economic growth by increasing the capacity and quantity of employment land, floorspace and jobs. This is in accordance with the Government's 'Planning for Growth' agenda which sets out that the top priority is to promote sustainable growth and jobs.

Policy Table 6 - Employment Sectors sets out a number of employment sectors and the Priority Location Areas which these types of employment development will be directed to.

continue on a separate sheet if necessary

C and S Associates

Continued representations on Policy DM10

Question 4 – Why we consider the DPD unsound

The sectors which will be guided to employment areas include aviation industries, health and medical industries, business and financial services, cultural and intellectual hub and higher education centre of excellence, and manufacturing, construction and warehousing. These types of uses would be appropriate at Fossetts Farm which, as per our representations on the Proposals Map and Policy DM11, should be designated as an Employment Area.

In relation to Tourism and Leisure, draft Policy Table 6 seeks to direct these into Southend Central Area and the Seafront, whilst these locations may well be suitable for tourism and leisure uses the policy should retain flexibility in order to meet the tests of soundness. There may be some leisure and tourism uses which are more appropriate on the edge of the urban area, for example uses which take up large areas or land such as the permitted football stadium at Fossetts Farm.

The potential for leisure uses on our client's site is identified within the existing Section 106 Agreement which provides a zonal plan and indicates that the Council agree that the area could be comprehensively developed for employment and leisure.

5. Please set out what change(s) you consider necessary to make the DPD legally compliant or sound, having regard to the test you have identified at 3 above where this relates to soundness. You will need to say why this change will make the DPD legally compliant or sound. It will be helpful if you are able to put forward your suggested revised wording of any policy or text. Please be as precise as possible.

Policy Table 6 to be amended to encourage Tourism and Leisure uses at Fossetts Farm.

continue on a separate sheet if necessary

Please note your representation should cover succinctly all the information, evidence and supporting information necessary to support/justify the representation and the suggested change, as there will not normally be a subsequent opportunity to make further representations based on the original representation at publication stage.

After this stage, further submissions will be only at the request of the Inspector, based on the matters and issues he/she identifies for examination.

6. If your representation is seeking a change, do you consider it necessary to participate at the oral part of the examination?

No, I do not wish to participate at the oral examination.

Yes, I wish to participate at the oral examination

X

7. If you wish to participate at the oral part of the examination, please outline why you consider this to be necessary:

The strategic nature of these representations warrants discussion at the examination.

continue on a separate sheet if necessary

Please note the Inspector will determine the most appropriate procedure to adopt to hear those who have indicated that they wish to participate at the oral part of the examination

Signature

[Redacted Signature]

Date

27/04/11

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Title	
First Name	
Surname	
Job Title*	
Organisation*	C and S Associates
Address line 1	
Address line 2	
Address line 3	
Address line 4	
Postcode	
Telephone No	
Email Address*	

Agent Details (if applicable)

Mr
Mike
Woolner
Director
Firstplan
25 Floral Street
London
WC2E 9DS
[REDACTED]
[REDACTED]

* where relevant

Part B - Please use a separate sheet for each representation

In order to ensure that the scope and content of your representations on the Development Management DPD Proposed Submission version is focused on issues of soundness and legal compliance, you are requested to make your representation on this official form that has been specifically designed to assist you in making your representation or alternatively an interactive version of the Development Management DPD Proposed Submission is available on the Council's consultation website www.southend.gov.uk/ldf.

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Name or Organisation

C and S Associates

1. To which part of the DPD does this representation relate?

Paragraph

Policy

DM11

Proposals Map

2. Do you consider the DPD is

2.1 Legally compliant

Yes

No

2.2 Sound**

Yes

No

**The considerations in relation to the DPD being 'Sound' are explained in Planning Policy Statement 12 in paragraphs 4.36 – 4.47, 4.51 and 5.52 and the boxed text. If you have entered No to 2.(2), please continue to Q3. In all other circumstances, please go to Q4.

3. Do you consider the DPD is unsound because it is not:

3.1 Justified

3.2 Effective

3.3 Consistent with national policy

4. Please give details of why you consider the DPD is not legally compliant or is unsound. Please be as precise as possible. If you wish to support the legal compliance or soundness of the DPD, please also use this box to set out your comments.

The draft Development Management DPD Table 7 identifies a number of Employment Growth Areas. This includes existing employment areas and green field land at Shoebury Garrison.

However, the plan is unsound as it does not refer to Fossetts Farm which is a Priority Urban Area (Industrial/ Employment Area) in the adopted Core Strategy.

This appears to be an omission as Paragraph 5.10 refers to the same employment target as the Core Strategy (creating 2750 jobs) which assumed the inclusion of Fossetts Farm.

** Continued on separate sheet**

continue on a separate sheet if necessary

C and S Associates

Continued representations on Policy DM11

Question 4 – Why we consider the DPD unsound

The potential of Fossetts Farm to meet the future development needs of Southend is well established. Core Strategy Policy KP1 confirms that growth will be focussed in a number of locations including the Priority Urban Areas, and the supporting text at paragraph 2.4 confirms that Fossetts Farm is an industrial/employment location which has potential to make a significant contribution to regeneration and growth objectives.

Fossetts Farm is also identified as Safeguarded Land in the Southend-on-Sea Local Plan Saved Policies (Policy G1a). Furthermore, a Section 106 Agreement dated 8th January 2004 provides an indicative zonal plan showing areas of Fossetts farm for employment and leisure recognises that the land could be comprehensively developed for these uses.

The omission of Fossetts Farm from the identified Employment Areas is not justified as it is the most appropriate strategy when considered against reasonable alternatives, nor is it effective or consistent with National Policy as it does not encourage sustainable economic growth in this location.

5. Please set out what change(s) you consider necessary to make the DPD legally compliant or sound, having regard to the test you have identified at 3 above where this relates to soundness. You will need to say why this change will make the DPD legally compliant or sound. It will be helpful if you are able to put forward your suggested revised wording of any policy or text. Please be as precise as possible.

Policy Table 7 should be amended to include Fossetts Farm as an Employment Growth Area.

continue on a separate sheet if necessary

Please note your representation should cover succinctly all the information, evidence and supporting information necessary to support/justify the representation and the suggested change, as there will not normally be a subsequent opportunity to make further representations based on the original representation at publication stage.

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No, I do not wish to participate at the oral examination.

Yes, I wish to participate at the oral examination

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continue on a separate sheet if necessary

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Signature



Date

28/04/11

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Part A

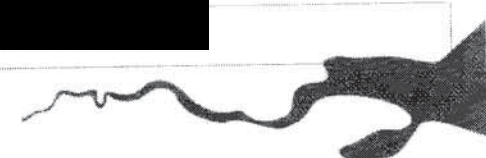
Personal Details - if an agent is appointed, please only complete Title, Name & Organisation boxes below but complete the full contact details of the agent.

Title	<input type="text"/>
First Name	<input type="text"/>
Surname	<input type="text"/>
Job Title*	<input type="text"/>
Organisation*	<input type="text" value="C and S Associates"/>
Address line 1	<input type="text"/>
Address line 2	<input type="text"/>
Address line 3	<input type="text"/>
Address line 4	<input type="text"/>
Postcode	<input type="text"/>
Telephone No	<input type="text"/>
Email Address*	<input type="text"/>

Agent Details (if applicable)

<input type="text" value="Mr"/>
<input type="text" value="Mike"/>
<input type="text" value="Woolner"/>
<input type="text" value="Director"/>
<input type="text" value="Firstplan"/>
<input type="text" value="25 Floral Street"/>
<input type="text" value="London"/>
<input type="text"/>
<input type="text"/>
<input type="text" value="WC2E 9DS"/>
<input type="text"/>
<input type="text"/>

* where relevant



Part B - Please use a separate sheet for each representation

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Name or Organisation

C and S Associates

1. To which part of the DPD does this representation relate?

Paragraph

Policy

Proposals Map

- Fossetts Farm

2. Do you consider the DPD is

2.1 Legally compliant

Yes

No

2.2 Sound**

Yes

No

**The considerations in relation to the DPD being 'Sound' are explained in Planning Policy Statement 12 in paragraphs 4.36 – 4.47, 4.51 and 5.52 and the boxed text. If you have entered No to 2.(2), please continue to Q3. In all other circumstances, please go to Q4.

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3.1 Justified

3.2 Effective

3.3 Consistent with national policy

4. Please give details of why you consider the DPD is not legally compliant or is unsound. Please be as precise as possible. If you wish to support the legal compliance or soundness of the DPD, please also use this box to set out your comments.

We write on behalf of our client C and S Associates who own land off Fossetts Way, as shown on the red line plan provided. This land includes the B&Q, the retail units to the south of B&Q, land to the north of the B&Q, part of the scheduled ancient monument, and additional land to the west of Fossetts Way.

The land to the north of the B&Q, part of the scheduled ancient monument, and land to the west of Fossetts Way is designated as High Grade Agricultural Land, despite the terms of the Core Strategy. This proposed designation is unsound as it is not justified, effective or consistent with National Policy. Whilst there is a need to protect the scheduled ancient monument, the other areas are suitable for development.

** Continued on separate sheet**

continue on a separate sheet if necessary

C and S Associates
Continued representations on the Proposals Map
Question 4 – Why we consider the DPD unsound

The High Grade Agricultural Land designation is inconsistent with both the adopted Local Plan 1999 alterations, which designates the site as Safeguarded Land to meet future development needs (Policy G1a) and the Core Strategy (2007) which designates the site as a Priority Urban Area (Industrial/ Employment Area). Neither of these adopted plans designate the site as High Grade Agricultural Land.

On the contrary, the Core Strategy seeks to encourage employment growth at Fossetts Farm. Core Strategy Policy KP1 confirms that growth will be focussed in a number of locations including the Priority Urban Areas, and the supporting text at paragraph 2.4 confirms that Fossetts Farm is an industrial/employment location which has potential to make a significant contribution to regeneration and growth objectives. Core Strategy Policy CP1 confirms that 2,750 jobs will be provided within the Priority Urban Areas which includes Fossetts Farm.

The proposed High Grade Agricultural Land designation is also inconsistent with a Section 106 Agreement entered into by our client and the Council dated 8th January 2004 which provides an indicative zonal plan showing areas for employment and leisure. The Agreement restricts promotion of the land for retail, cinema, amusement arcade centre/funfair, night club/casino or housing, but states that:-

“The Developer the Owners B&Q and the Council recognise that the Resiricted Area could in principle be comprehensively developed and such comprehensive development could include the indicative uses illustrated on the Indicative Zonal Plan ...” (Paragraph 4.5.2)

A copy of this Section 106 Agreement is submitted in support of these representations and relates to the B&Q at Fossetts Farm which was granted at appeal (APP/D1590/V/03/11113372). The Inspector’s report for this appeal recognised the importance of achieving comprehensive development at Fossetts Farm, and the application was partially approved on the basis that it would enable a link road to be constructed which would unlock the safeguarded land and therefore ensure that it is capable of meeting any of the development needs generated by Southend.

The zonal plan identifying our clients land for employment and leisure clearly shows that the Council agreed with the principle of these uses, this is carried forward in the Core Strategy designation.

Since this Section 106 Agreement, Fossetts Farm has developed further as an employment location with jobs provided within the B&Q, Waitrose and Majestic Wine. The employment opportunities will be enhanced further when the Football Club permission is developed, with jobs provided within the Stadium, hotel, retail and health club.

Planning permission for a vocational training college was also granted planning permission was granted in March 2005 on land north of the B&Q (SOS/05/00070/FUL). The committee report confirms that this use was considered to be in the spirit of the Local Plan Second Alteration and the Thames Gateway as it would provide the opportunity for, primarily, young learners to develop skills that would directly benefit the local economy. It would take up 1.6 hectares of land, leaving the majority of the wider Fossetts Farm area open to further employment specific development in the future.

The proposals map as currently drafted is therefore unsound as it should reflect the designations of the adopted policy and take into account the planning history of the site.

The Planning Inspectorate guidance, 'LDFs – Examining DPDs: Learning from Experience' (September 2009) confirms that the proposals map does not have DPD status in its own right because anything it conveys must be identified in a DPD or saved development plan. Therefore, the proposals map can not designate the site as High Grade Agricultural Land.

The Development Management DPD is also not the proper DPD to make strategic decisions about specific sites and therefore should not designate our client's site as High Grade Agricultural Land nor remove the adopted Core Strategy designation as a Priority Urban Area. Any change to the designation should be done through the Core Strategy and/or Site Allocations DPD.

We also note that there is no evidence base to support the proposed High Grade Agricultural Land designation of our client's site. The site is not currently agricultural land but has been fallow for many years, awaiting development.

The potential of the site to meet the future development needs of Southend is well established both in terms of adopted policy and planning history, and should be made clear on the proposals map.

The site is suitable for both employment and leisure uses as identified in the Section 106 Agreement and the Core Strategy designation as a Priority Urban Area and should therefore be identified on the proposals map as an employment area, with the uses to include employment provided by both B class uses and leisure facilities.

This designation will enable the creation of jobs in line with the Core Strategy target and the Government's 'Planning for Growth' agenda which sets out that the top priority is to promote sustainable growth and jobs, and sets out that the answer to growth wherever possible should be 'yes' except where this would conflict with sustainable development principles.

The designation of this site as an employment area including leisure uses is also in accordance with PPS4 which seeks for development plans proactively encourage sustainable economic growth. It also retains flexibility in line with the Southend Core Strategy Inspector's Report (October 2007) which considered that the future uses for Fossetts Farm should remain flexible because the site represents a scarce resource in terms of undeveloped land (Paragraph 6.5).

We recognise that this is not a site allocations DPD but our suggestion simply reflects the adopted designations of the site as a Priority Urban Area and safeguarded land. It is noted that the proposals map does identify future designations, for example the green field land at Shoebury Garrison. The fact that the Development Management DPD proposes to replace all of the Southend-on-Sea Local Plan Saved Policies, including Saved Policy G1a Safeguarded Land (Second Alteration), which seeks to safeguard Fossetts Farm for future development needs, is also an important consideration and should not be deleted without a satisfactory replacement designation.

In conclusion, the proposals map as currently drafted is unsound as it does not reflect the current designations and history of the site.

5. Please set out what change(s) you consider necessary to make the DPD legally compliant or sound, having regard to the test you have identified at 3 above where this relates to soundness. You will need to say why this change will make the DPD legally compliant or sound. It will be helpful if you are able to put forward your suggested revised wording of any policy or text. Please be as precise as possible.

For land at Fossetts Farm, the proposals map should be changed to that of a Employment Area including leisure uses to reflect the Core Strategy designation and Section 106 Agreement. The High Grade Agricultural Land designation should be removed.

continue on a separate sheet if necessary

Please note your representation should cover succinctly all the information, evidence and supporting information necessary to support/justify the representation and the suggested change, as there will not normally be a subsequent opportunity to make further representations based on the original representation at publication stage.

After this stage, further submissions will be only at the request of the Inspector, based on the matters and issues he/she identifies for examination.

6. If your representation is seeking a change, do you consider it necessary to participate at the oral part of the examination?

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Yes, I wish to participate at the oral examination

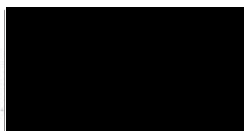
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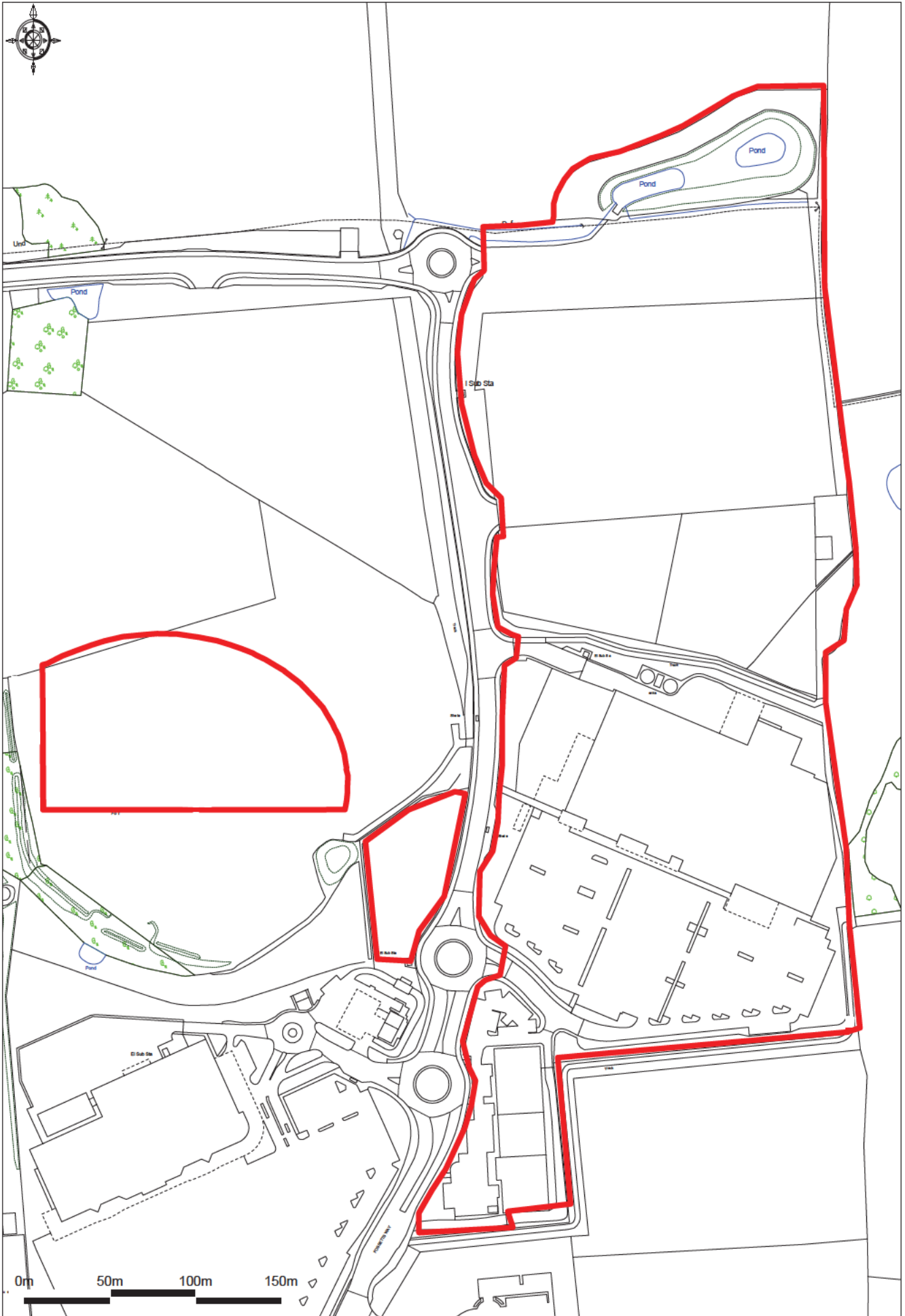
Signature



Date

28/04/11

C and S Associates
Site Ownership Plan



Ordnance Survey © Crown Copyright 2011. All rights reserved.
Licence number 100020449. Plotted Scale - 1:3000

DATED 8th JANUARY 2004

LANSBURY RETAIL LIMITED
and
R D CLEMENTS AND M R STOLKIN
and
B & Q PLC
and
SOUTHEND-ON-SEA BOROUGH COUNCIL

PLANNING OBLIGATION
PURSUANT TO SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990
AFFECTING LAND AT
FOSSETT'S FARM, SOUTHEND

150 Aldersgate Street
London
EC1A 4EJ

Ref: GILBM/EVAND/SECTG312845.20

ADDLESHAW GODDARD

THIS DEED is made the 8th day of JANUARY 2004

BETWEEN:

- (1) **LANSBURY RETAIL LIMITED**
- (2) **R D CLEMENTS AND M R STOLKIN**
- (3) **B & Q PLC**
- (4) **SOUTHEND-ON-SEA BOROUGH COUNCIL**

1. DEFINITIONS

1.1 In this Deed the following words and phrases shall bear the meanings set out below unless the context otherwise requires:

- 1.1.1 "Bus Service" a bus service to operate from the Retail Development to Southend-on-Sea town centre to run 7 days a week from half an hour before the Retail Development opens to half an hour after it closes for trading to the general public for a minimum of 10 years
- 1.1.2 "B & Q" B & Q PLC of Portswood House, Hampshire Corporate Park, Chandlers Ford, Hampshire SO53 3YX (Company Registration Number 9733357)
- 1.1.3 "Call-In" a Call-In by the Secretary of State pursuant to Section 77 of the Planning Act
- 1.1.4 "Complete / Completion" shall mean in respect of the undertaking of any works that they are completed in all respects for the purpose for which they were intended or designed
- 1.1.5 "Construction Obligation" in respect of the construction of the Fossett's Farm Link Road and/or the Retail Development an obligation to carry out any works in accordance with that set out in Schedule 3
- 1.1.6 "Council" Southend-on-Sea Borough Council of PO Box 6 Civic Centre, Victoria Avenue, Southend-on-Sea, Essex, SS2 6ER
- 1.1.7 "Developer" Lansbury Retail Limited of 10 Orange Street, London,

WC2H 7DQ (Company Registration No. 3718509)

- 1.1.8 "Development" lay out access road with roundabout at junction into Fossett's Way, erect DIY retail warehouse (14,808 m²) with builders yard, garden centre, parking for 550 cars at front and service yard and substation at rear
- 1.1.9 "Emergency" circumstances in which there is a reasonable cause for apprehending injury to persons or damage to property or the environment
- 1.1.10 "Engineer" the Council's Highways and Transportation Manager
- 1.1.11 "Fossett's Farm Link Road" the highway works to extend the public highway known as Fossett's Way to the Sutton Road/Chandlers Way Roundabout through Fossett's Farm the route of which is shown on Plan No. 2 together with improvements to the connections of the Site to the existing highway including a roundabout to facilitate access to the Waitrose site
- 1.1.12 "Fossett's Farm Link Road Planning Application" application for planning permission for the Fossett's Farm Link Road submitted to the Council and given reference no. SOS/03/00884/FUL together with any amendments and/or variations and/or substitutions therefor
- 1.1.13 "Fossett's Farm Link Road Planning Permission" the planning permission granted by the Council pursuant to the Fossett's Farm Link Road Planning Application together with any amendments and/or variations and/or substitutions therefor
- 1.1.14 "Green Travel Plan" a strategy for staff travel and travel information incorporating the issues at Schedule 1 of this Deed
- 1.1.15 "Highway Act" the Highways Act 1980
- 1.1.16 "Implementation Notice" the notice to be served by the Developer upon the Council when it intends to undertake a Material Operation implementing either the Planning Permission and/or the Fossett's Farm Link Road Planning Permission
- 1.1.17 "Indicative Zonal Plan" the plan attached and so marked
- 1.1.18 "Judicial Proceedings" (a) an application to the High Court arising from the grant of the Planning Permission and/or the Fossett's Farm Link

Based upon the Ordnance Survey's (1:1000) Map of 2003 with permission as the controller of Her Majesty's Stationery Office. Drawn copyright reserved Boreham Consulting Engineers Ltd, Regent House, Hubert Road, Brentwood, Essex, CM14 4JE. Licence No. AL 100010902

- Land ownership
- Proposed Leisure / Employment
- Proposed Retail
- Existing Retail
- Proposed BIC employment
- Proposed Cemetery
- Proposed Healthcare
- Potential Drainage Zone
- Existing Healthcare / Employment
- Indicative link road alignment



A.	10/12/03	BIC location only	AT
RD.	DATE	AMENDMENTS	DRAWN
			CHK
			APP

Boreham
CONSULTING ENGINEERS LTD
BSI REGISTERED

Boreham Consulting Engineers Ltd.
Regent House
Hubert Road
Brentwood
Essex CM14 4JE

Telephone: (01277) 238100
Facsimile: (01277) 238150
E-mail: enq@boreham.com

INVESTOR IN PEOPLE
FS23721

nsbury Developments Ltd

Fossetts Way

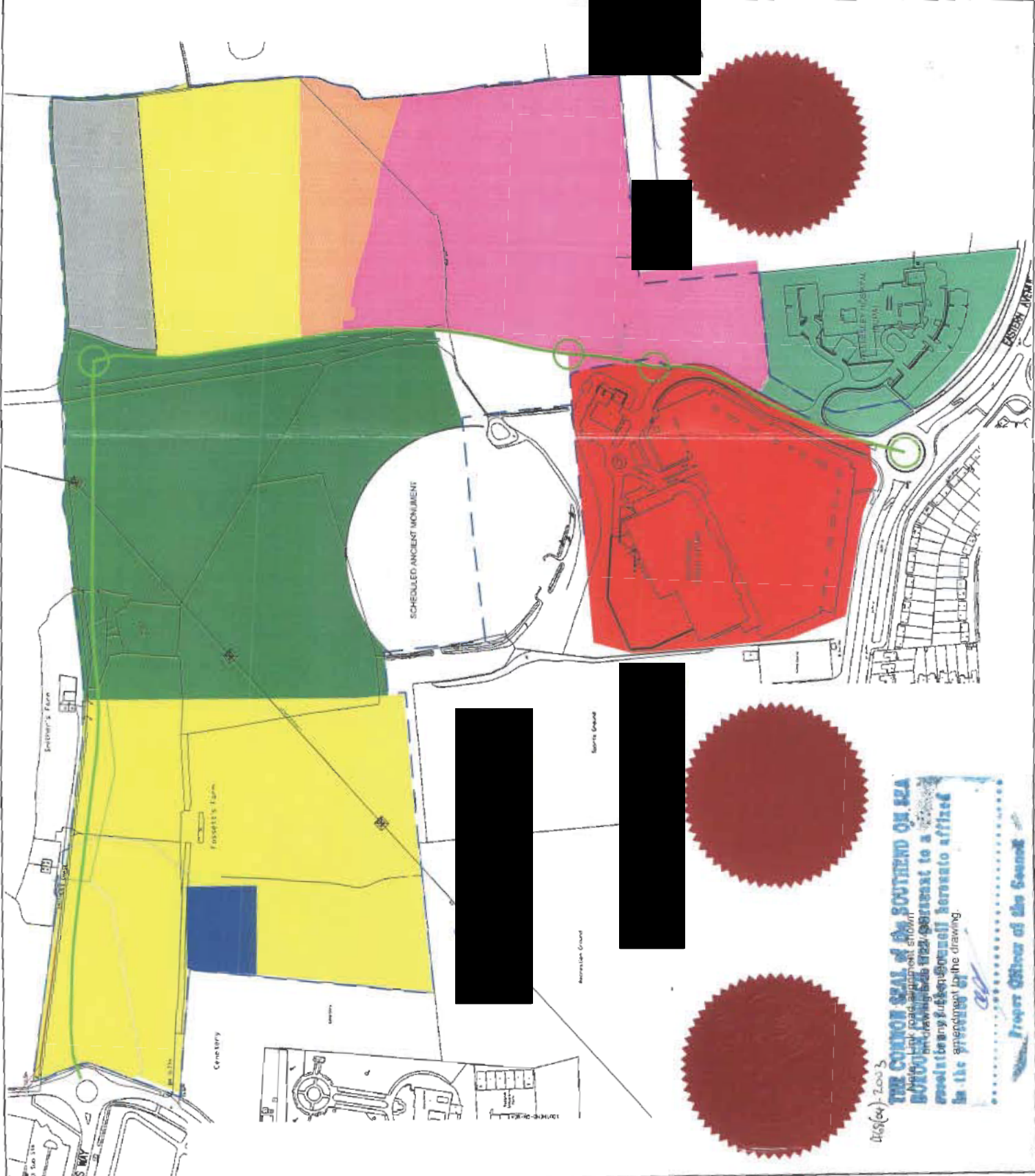
Indicative Zonal Plan

Item	Drawn	Checked	Approved
B	AT	CB	CB
		16/10/03	16/10/03
Scale	Date		
NTS @ A3	October 2003		
Drawing No	Rev		
B/201122/52	A		

Purpose of Issue: Preliminary For Tender For Construct

For Information For Approval As Built

File Name: B/201122-52.dwg
Boreham Consulting Engineers Ltd retains no responsibility for any unauthorised amendments to this drawing. Any signed drawings are to be signed by: [Signature]



11/5/04 - 2003

THE COUNCIL SEAL OF THE SOUTHERN OXSEA
Miles High road, Brentwood, Essex
BUTTON AND GIBBS HAS AGREED CONSENT TO A
CONSULTATION FOR THE PROPOSED DEVELOPMENT
IN THE PRESENCE OF THE DRAWING.

Project Officer of the Council

Road Planning Application and made by any party; or

- (b) a Planning Refusal and made by or on behalf of any party; or
- (c) an application pursuant to Section 288 of the Planning Act arising from the grant of the Planning Permission or a Planning Refusal by the Secretary of State; and
- (d) including in each case any appeals to a higher Court consequent upon a Judgment of a lower Court
- (e) any reconsideration by the Secretary of State of the Planning Application following the grant of the Planning Permission and/or Planning Refusal being quashed pursuant to an application within the meaning of 1.1.18(c) and the matter being remitted to the Secretary of State;
- (f) an application within the meaning of 1.1.18(c) arising from the grant of the Planning Permission or a Planning Refusal following a reconsideration of the Planning Application by the Secretary of State pursuant to 1.1.18(e); and
- (f) including the exhaustion of all further proceedings and/or actions pursuant to 1.1.18(d), 1.1.18(e) and 1.1.18(f)

1.1.19 "Material Operation"

a material operation as defined in Section 56 of the Planning Act to implement either the Planning Permission and/or the Fossett's Farm Link Road Planning Permission but excluding unless subject to any condition in the Planning Permission and/or Fossett's Farm Link Road Planning Permission archaeological works excavation decontamination works demolition site or soil or other investigations services diversions and/or the undertaking of any landfill or other gas works or the erection of any fences hoardings and/or temporary buildings or structures of whatsoever nature

1.1.20 "Owners"

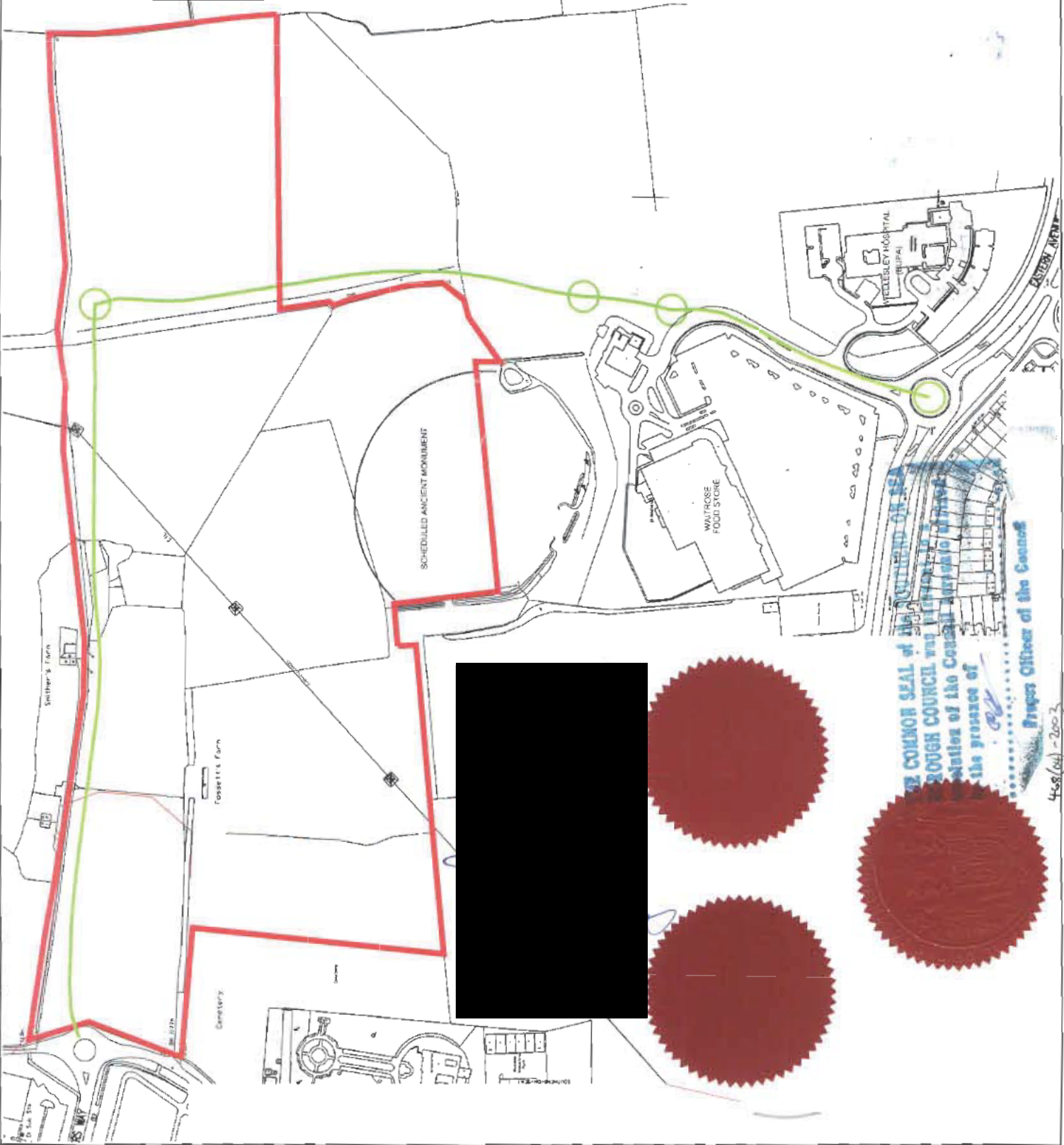
Robert Douglas Clements and Mark Robert Stolkin of Hawkley House, 24-26 Billericay, Essex, CM12 9LU

1.1.21 "Perpetuity Period"

the period of 80 years from the date of this Deed

1.1.22	"Plan No. 1"	the plan attached and so marked
1.1.23	"Plan No. 2"	the plan attached and so marked
1.1.24	"Planning Act"	the Town and Country Planning Act 1990 (as amended)
1.1.25	"Planning Application"	the application for Planning Permission submitted to the Council on 23 January 2002 and given reference no. S0S/02/0070/FUL and subject to a Call-In by the Secretary of State
1.1.26	"Planning Permission"	the Planning Permission granted by the Secretary of State for the Development pursuant to the Planning Application
1.1.27	"Planning Refusal"	the refusal of the Planning Application by the Secretary of State
1.1.28	"Powers"	Section 106 of the Planning Act
1.1.29	"Practically Complete / Practical Completion"	in respect of the undertaking of any works or phase of works shall mean that such works have been completed in accordance with any relevant specification or requirements to a stage that shall enable them to be used for the purpose for which they were intended or designed notwithstanding that they shall not have been completed in all respects
1.1.30	"Public Holiday"	shall mean the day or days declared to be observed as Bank Holidays under the Banking and Financial Dealings Act 1971
1.1.31	"Restricted Area"	the area outlined in red on Plan No. 1
1.1.32	"Restricted Area Release Certificate"	a notice to be served on the Owners by the Council pursuant to Clause 4.6.1 of this Deed to the effect that all or any of the uses specified in clause 4.5.1 should no longer be treated as restricted
1.1.33	"Retail Development"	the DIY retail warehouse with builders yard garden centre parking for 550 cars and service yard at rear to be constructed as part of the Development
1.1.34	Secretary of State"	First Secretary of State and Deputy Prime Minister
1.1.35	"Service Utility Providers"	all utility providers including water gas and electricity statutory providers and telecommunications providers

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REV	DATE	AMENDMENTS	DRAWN	CHK	APP
Boreham CONSULTING ENGINEERS LTD 					
Boreham Consulting Engineers Ltd Regent House Hubert Road Brentwood Essex CM14 4JF Telephone: (01277) 238100 Facsimile: (01277) 238150 Email: engineers@boreham.com					
INVESTOR IN PROFILE FS23729					

Client
Lansbury Developments Ltd

Project
Fossetts Way

Title
Restricted Area
PLAN 1

Item	Drawn	Checked	Approved
B	AT	16/10/03	CB
Scale	NTS @ A3		
Drawing No	B/201122/54		
Rev	October 2003		
Purpose of Issue	<input type="checkbox"/> Preliminary <input type="checkbox"/> For Tender <input type="checkbox"/> For Constructi		
File Name	B/201122_54.dwg		

THE COMMON SEAL of the
BOUGH COUNCIL was
in the presence of
the Project Officer of the Council

468 (04) - 2003



- 1.1.36 "Site" the Site referred to in Planning Application SOS/02/00070/FUL delineated by a broken blue edged line Plan No. 2
- 1.1.37 "Working Day"" shall be any day from Monday to Friday inclusive other than a Public Holiday
- 1.2 Words importing persons shall include firms companies and corporations and vice versa and their successors in title and assigns and in each case persons deriving title under them and the singular shall include the plural and vice versa
- 1.3 Obligations entered into by any party which comprises more than one person shall be deemed to be joint and several
- 1.4 Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force and all instruments orders notices regulations directions by-laws permissions and plans for the time being made issued or given thereunder or deriving validity therefrom
- 1.5 Any reference to a Clause or Schedule shall mean a Clause or Schedule to this Deed
- 1.6 The titles or headings appearing in this Deed are for reference only and shall not affect its construction
- 1.7 For the purpose of such parts (if any) of this Deed as may be subject to the rule against perpetuities the perpetuity period applicable to this Deed shall be 80 years from the date hereof
- 1.8 Subject to the terms obligations and covenants of this Deed coming into effect the parties hereto covenant and agree as hereinafter appearing

NOW THIS DEED WITNESSETH AS FOLLOWS:

2. RECITALS

- 2.1 This Deed is a planning obligation entered into pursuant to the Powers in respect of which:
- 2.1.1 The Owners hold the Freehold Title Absolute in the Site which is registered at H M Land Registry together with other land (including the Restricted Area) with title absolute under no. EX572417
- 2.1.2 The Developer will contract to carry out and complete the Development
- 2.1.3 B & Q has the benefit of an Agreement for Lease dated 1 May 2002 of the Retail Development

- 2.1.4 The Council is the local planning authority and the local highway authority within which the Site the Fossett's Farm Link Road and the Restricted Area are situated and is entitled to enforce the terms obligations and covenants in this Deed against the Developer B & Q and the Owners
- 2.1.5 The parties to this Deed recognise the potential land use planning benefits to be obtained for Southend-on-Sea from a comprehensive approach to the redevelopment of the Restricted Area which is recognised by the parties alongside the Development to occur under the Planning Application as the best way to secure an orderly and co-ordinated development which maximises the benefit to the future of the economy and environment of the locality
- 2.1.6 The Council is satisfied that the Fossett's Farm Link Road will be of substantial benefit to the public and will ameliorate the effects of the Development
- 2.1.7 The Council will release the Fossett's Farm Link Road Planning Permission upon the completion of this Deed

3. PRE CONDITIONS

- 3.1 The terms obligations and covenants in this Deed are conditional and shall not come into effect until:
- 3.1.1 the grant of the Planning Permission and the Fossett's Farm Link Road Planning Permission pursuant to which in respect of each:
- (a) the opportunity to commence any Judicial Proceedings has been finally exhausted; and/or
 - (b) if Judicial Proceedings are commenced the same shall have been finally exhausted and each of the Planning Permission and the Fossett's Farm Link Road Planning Permission are finally upheld as valid
- 3.1.2 subsequent to the fulfilment of the conditions in clause 3.1.1 the Developer shall thereafter have served an Implementation Notice in respect of the Planning Permission and/or the Fossett's Farm Link Road Planning Permission PROVIDED ALWAYS that if the Developer shall have undertaken a Material Operation implementing the Planning Permission and/or the Fossett's Farm Link Road Planning Permission without serving the relevant Implementation Notice service of the relevant Implementation Notice shall be deemed to have been made on the date of the undertaking of the Material Operation
- 3.1.3 if following the service or deemed service of the relevant Implementation Notice any of the conditions in clause 3.1.1 are subsequently fulfilled then clause 3.1.2 shall be suspended until the subsequent fulfilment of such conditions
- 3.1.4 It is HEREBY AGREED for the avoidance of doubt that a Material Operation to implement the Fossett's Farm Link Road Planning Permission shall only bring into effect the covenants in clause

4.3 and 4.4 and that the obligations in clauses 4.1, 4.2, 4.5, 4.7, 4.8 and 4.9 are contingent upon the grant of and subsequent implementation of the Planning Permission

4. PLANNING OBLIGATIONS

i. GREEN TRAVEL PLAN

4.1 The Developer and B & Q covenant with the Council:

4.1.1 prior to the Retail Development opening for trading to the general public it shall prepare submit and obtain the agreement in writing of the Council to a Green Travel Plan in respect of the Retail Development

4.1.2 to include in the Green Travel Plan any reasonable comments as are made in writing by the Council provided such comments are made within a period of 28 days from the date of submission of the said Green Travel Plan

4.1.3 implement and comply with at their own expense and in accordance with an agreed programme the terms of the Green Travel Plan

4.1.4 submit to the Council a report on the operation of the Green Travel Plan on each anniversary of the date on which the same is first approved for a period of 12 years and will include any reasonable comments as are made in writing by the Council within 28 days of submission of the report and demonstrate that these comments have been taken into account in any revised Green Travel Plan for the following year

ii. BUS SERVICE

4.2 Unless otherwise agreed in writing with the Council the Developer covenants with the Council not to permit the opening to trade to the general public of the Retail Development until it shall have secured the Bus Service upon which event it shall serve written notice to that effect on the Council save that if the Bus Service is already in operation 28 days prior to the envisaged opening to trade to the general public of the Retail Development then the Developer shall use its reasonable endeavours (up until the opening to trade to the general public of the Retail Development) to ensure that the Bus Service operates in the manner described at clause 1.1.1 and copy the Council into all relevant correspondence and/or minutes of meetings with the Bus Service operator

iii. FOSSETT'S FARM LINK ROAD

4.3 The Owners covenant with the Council:

4.3.1 that upon Practical Completion of the Fossett's Farm Link Road to dedicate the same as public highway

4.3.2 if within a period of 20 years from the date of the Completion of the Fossett's Farm Link Road the Council shall notify the Owners that the Council wishes to acquire ownership of the sub-soil of the Fossett's Farm Link Road then the Owners shall enter into an agreement to transfer their respective interests in the sub-soil of the Fossett's Farm Link Road to the Council for the consideration of £1.00 each exclusive of VAT PROVIDED THAT in the event that at any time either during or after the said 20 year period planning permission is granted to the Owners and/or the Developer which requires the re-routing of the Fossett's Farm Link Road then the Council shall within 28 days of the written request of the Owners re-transfer the sub-soil of the Fossett's Farm Link Road to the Owners and for their interest Waitrose for the consideration of £1.00 each exclusive of VAT

4.3.3 B&Q and the Developer covenant with the Council not to commence trade with the general public at the Retail Development until the Fossett's Farm Link Road is Practically Complete unless otherwise agreed in writing by the Council

iv. CONSTRUCTION OBLIGATION

4.4 The Developer covenants with the Council to submit and obtain the agreement in writing of the Council to a Construction Obligation to contain substantially the matters set out at Schedule 3 of this Deed prior to the construction of the Fossett's Farm Link Road and/or the Retail Development

v. RESTRICTED AREA

4.5 The Owners covenant with the Council:

4.5.1 not to procure promote apply for permission or develop any part of the Restricted Area for the following forms of development:

- (a) retail (within the meaning of Class A1 of the Use Classes Order 1987) but excluding any retail ancillary to other use classes
- (b) cinema
- (c) amusement arcade centre/funfair
- (d) night club/casino
- (e) housing (within the meaning of Classes C2 and C3 of the Use Classes Order 1987)

until such time if any that the Council serve on the Developer a Restricted Area Release Certificate

4.5.2 Further to the restrictions on the development of the Restricted Area specified in clause 4.5 .1 the Developer the Owners B & Q and the Council recognise that the Restricted Area could in principle be comprehensively developed and such comprehensive development could include the indicative uses illustrated on the Indicative Zonal Plan subject to the prior obtaining of all necessary approvals and consents which for the avoidance of doubt are not applied for under the Planning Application or the Fossett's Farm Link Road Planning Application

4.6 The Council covenants with the Owners:

4.6.1 if any of the restricted land uses specified in Clause 4.5.1 above are no longer deemed to be unacceptable by the Council as part of any development of any part of the Restricted Area it shall serve on the Owners a Restricted Area Release Certificate specifying that the whole or part of the Restricted Area is released from all or any part of the obligation in clause 4.5.1(a) to (e) above

vi. LOCAL EMPLOYMENT

4.7 The Developer covenants with the Council to advertise employment opportunities in relation to the construction of the Retail Development for a period of 2 months solely through the Southend Evening Echo and at the Southend Employment Centre prior to advertising such opportunities outside of the Council area

4.8 B & Q covenants with the Council to advertise employment opportunities with B&Q in respect of the Retail Development through the Southend Evening Echo and at the Southend Employment Centre PROVIDED THAT this obligation shall not apply to management positions within the Retail Development which may be advertised nationally at all times

5. RETAIL DEVELOPMENT USE

5.1 The Owners and B & Q covenant that the Retail Development shall not be used for any of the uses specified in Schedule 2 attached

6. GENERAL COVENANTS AND AGREEMENTS

6.1 Subject to the same coming into effect and as hereinafter mentioned the Developer the Owners and B & Q covenant with the Council that the relevant covenants in this Deed shall be binding on and enforceable against the relevant and respective estate title rights and interest in the Site and/or the Fossett's Farm Link Road and/or the Restricted Area and/or their respective successors in title and any other person or persons claiming an interest through or under the Developer and/or Owners and/or B & Q as the case may be

PROVIDED THAT it is **HEREBY AGREED** that none of the terms obligations and covenants in this Deed shall to any degree be binding upon or enforceable against Service Utility Companies or Providers that shall acquire an interest in the Site and/or the Fossett's Farm Link Road and/or the Restricted Area for the purposes of providing services to or for the Development and/or the Fossett's Farm Link Road and/or the Restricted Area

PROVIDED FURTHER THAT the covenants in clauses 4.2, 4.3, 4.4, 4.5 and 4.7 shall not be binding upon or enforceable against B & Q and/or their successors in title and any of the covenants on the part of B & Q herein contained (whether solely or jointly and severally) shall not be enforceable against B & Q and/or its successors in title until the grant of the lease of the Retail Development as contemplated by the agreement for lease referred to in 2.1.3

- 6.2 The Owners hereby agree to their interest in the Site the Fossett's Farm Link Road and the Restricted Area being bound by the terms covenants and obligations contained in this Deed
- 6.3 B & Q hereby agree (subject to the grant of the lease proposed by the agreement for lease mentioned in clause 2.1.3) to their interest in the Retail Development being bound by the covenants in this Deed which are said to be entered into by B & Q
- 6.4 No person shall be liable for a breach of any of the terms obligations or covenants contained in this Deed after it/they shall have parted with its/their interest in the Site and/or the Fossett's Farm Link Road and/or Restricted Area or the part in respect of which such breach occurs but without prejudice to any liability for any subsisting breach of this Deed arising prior to parting with such interest
- 6.5 If the performance of any obligations and/or covenants under this Deed shall be prevented or delayed by an Emergency and/or any cause outside the direct control of the party required to undertake/comply with any of the terms obligations and/or covenants of this Deed the party or parties concerned shall give notice of such circumstances to the other party or parties and shall be relieved from the performance of the obligation for such period but for no longer as shall have been reasonable having regard to the circumstances in question
- 6.6 The Council will register this Deed in its Register of Local Land Charges
- 6.7 Forthwith upon compliance by the Developer and/or the Owners and/or B&Q with their respective covenants in this Deed or in any event that the covenants shall cease to have effect the Council shall take all necessary action to procure that all reference to this Deed and to the covenants within it is removed from both the relevant Register of Local Land Charges and/or as a land charge pursuant to the Land Charges Act 1972 and/or the registered title of the Site
- 6.8 All agreements and/or evidence of satisfaction notices and/or certificates under this Deed shall be duly served on the relevant party at the address or addresses specified in this Deed and in accordance with Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) except that Section 196 shall be deemed to be amended as follows:
- 6.8.1 the final words of Section 196(4) "and that service...be delivered" shall be deleted and there shall be substituted for the same "...and that service shall be deemed to be made on the second working day after the Registered letter has been posted"
- 6.8.2 any agreement, approval, notice and/or certificate shall also be sufficiently served as if sent by telephone, facsimile transmission or any means of electronic transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before 5.00 p.m. on a Working Day but otherwise on the next following Working Day

- 6.8.3 in the event that the date of service pursuant to this Clause shall be a Public Holiday then the date of service shall be deemed to be the first Working Day following that Public Holiday
- 6.9 With the exception of any matters that are to be determined solely by or at the discretion of any party hereto all disputes differences and questions between the parties in connection with this Deed shall be resolved by arbitration under the Rules of the Chartered Institute of Arbitrators and otherwise upon the following terms:
- 6.9.1 The arbitrator shall be a fellow of the Royal Institution of Chartered Surveyors of not less than 10 years qualification either agreed between the parties to the dispute difference or question but in default of agreement appointed at the request of any of the parties by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors
- 6.9.2 The award of the arbitrator shall be final on all matters referred to him
- 6.9.3 Any costs payable by reason of the provisions of this Clause shall be borne initially by each party at its own cost save that the fees of the arbitrator and of the Royal Institution of Chartered Surveyors shall be borne in equal proportions but thereafter all such costs and fees shall be adjusted to accord with the award of the arbitrator
- 6.10 If any of the terms obligations and/or covenants in this Deed or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable the same shall be severable from the remainder of this Deed and the remainder of this Deed or the application of such terms obligations and/or covenants to parties or circumstances other than those as to which such terms obligations and/or covenants is held invalid or unenforceable shall not be affected thereby and each of the other terms obligations and/or covenants of this Deed and the Planning Permission and the Fossett's Farm Link Road Planning Permission shall be valid and be enforceable to the full extent permitted by law
- 6.11 The failure of any party hereto at any time to require performance by any other party or parties of any of the terms obligations and/or covenants of this Deed shall in no way affect the right of such party or parties to require performance of those terms covenants and/or obligations
- 6.12 Where the agreement of any party to this Deed is required such agreement shall be given in writing and shall not be unreasonably withheld or delayed unless the agreement of any party to this Deed is stated to be at the sole and absolute discretion of such party
- 6.13 Each party to this Deed acknowledges that this Deed has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the other party except any such statement or representation that is expressly set out in this Deed
- 6.14 It is **HEREBY AGREED AND DECLARED** that nothing in this Deed or implied therefrom shall prejudice or affect the Council's discretion powers duties and/or obligations in the exercise of their

functions as a local planning highway or byelaw authority and the discretions powers duties and/or obligations of the Council under all public and private Statutes Bylaws Orders and Regulations may be as fully and effectively exercised in relation to the Site as if this Deed had not been entered into

- 6.15 If the Development and/or the Fossett's Farm Link Road shall be modified by any statutory procedure then the terms obligations and covenants of this Deed shall be deemed to be altered accordingly
- 6.16 If the Planning Permission and/or the Fossett's Farm Link Road Planning Permission shall expire prior to the service of the relevant Implementation Notice or is revoked or otherwise withdrawn with the authority of the Owners and the Developer then the terms of this Deed shall cease to have effect accordingly
- 6.17 It is **HEREBY AGREED** that a person or body that is not a party (or is not a successor in title) to a party to this Deed shall not in his or its own right enforce the terms covenants and obligations of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999
- 6.18 This Deed shall be deemed not to have been delivered until it shall be dated
- 6.19 The Developer covenants with the Council to pay upon the date of completion of this Deed the Council's reasonable legal costs and other professional fees incurred in connection with the preparation negotiation and completion of this Deed

IN WITNESS whereof the parties have executed this Deed the day and year first above written

Schedule 1
Green Travel Plan

The strategy for staff travel and travel information implemented for the proposed Retail Development to include the following elements:

- i. a car-sharing scheme for staff with parking spaces allocated for scheme participants
- ii. provision of information to staff relating to car-alternative modes of transport to and from the Retail Development i.e. walking, cycling and public transport
- iii. appointment of a travel plan co-ordinator at the Retail Development to oversee the implementation of the travel plan and to provide a point of contact and information to staff, the local authority and other interested parties
- iv. provision for the continuing management of the travel plan with review on an annual basis
- v. adequate provision of secure and illuminated cycle parking for staff

Schedule 2

Retail Development Uses

Except for sales ancillary to its primary use and excluding the Class A3 use (food and drink) within the meaning of the Use Classes Order 1987 of the approved café area the building and enclosed areas erected in pursuance of the Planning Permission shall not be used for the sale of the following unless planning permission has been first obtained.

- food
- drink
- clothing including sportswear but excluding safety/protective clothing
- shoes excluding safety/protective shoes
- toys
- sports equipment
- fashion accessories
- luggage
- photographic equipment and film
- watches, jewellery
- perfume, toiletries, pharmaceutical goods
- tickets
- books, newspapers, greeting cards, stationery
- musical instruments, music recordings, videos, DVD films

Furthermore, no part of the building shall be used as a post office or hair salon within the terms of Class A1 (shops) of the Use Classes Order 1987

Schedule 3

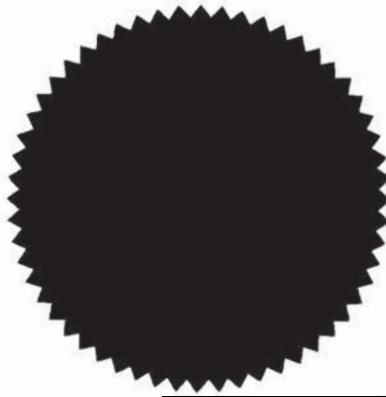
Construction Agreement

Below are a series of bullet points which will be considered in detail following the detailed design of the Fossett's Farm Link Road and agreed with the Highway Authority prior to construction:-

- Lorry routing to be agreed once the source of materials has been identified. Detailed mitigation measures to control construction traffic will be discussed with Council to establish the most suitable access routes for site traffic and service vehicles. The most effective mitigation will be achieved by ensuring that construction traffic does not pass along sensitive roads (residential roads, congested roads, via unsuitable junctions, etc.) if possible and that vehicles are kept clean and sheeted when on public highways.
- Wheel washers to be used throughout the construction period
- Surfaced and unsurfaced site access roads will be watered as necessary using a water bowser and surfaces kept in good order
- All vehicles carrying loose aggregate and workings will be sheeted at all times
- Dampening of exposed soil and material stockpiles and hoses, or re-vegetation if longer term exposure is proposed
- Stockpiles of materials will be located as far as possible from sensitive properties, taking account of prevailing wind directions and seasonal variations in the prevailing wind
- Windbreak netting will be positioned around materials stockpiles and vehicle loading/unloading areas, as well as exposed excavation and material handling operations
- Screening earthworks, as appropriate, such as perimeter landscaping, will be completed as a priority to provide a physical barrier between the site and the surroundings. This will depend upon the detail construction programme and resultant areas of workings
- Completed earthworks will be covered or vegetated as soon as practicable
- Establishment and enforcement of appropriate speed limit on roads within the construction sites, to prevent dust being re-suspended by vehicle movements
- Regular inspection and, if necessary, cleaning of local highways and site boundaries to check for dust deposits (and remove if necessary) as relate to site construction
- A procedure for liaison with the local community should be established, with contact details of relevant site personnel (one or two individuals(s)) responsible for site and operations management for all contractors
- On-site cement and concrete batching (if required) will be undertaken in enclosed areas, with suitable water dowsing and wind shielding measures applied as appropriate/practical
- On-site aggregate handling will be carried out in enclosed areas where practical and transfer will be completed in a way that minimises the requirements to deposit materials from height
- Visual inspection of the site perimeter to check for dust deposition (evident as soiling and marking) on vegetation, cars and other objects and taking remedial measures if necessary
- All construction vehicle parking to be maintained on site where practical

- Avoidance of tipping materials from heights greater than necessary to stockpile effectively
- Minimise surface areas of stockpiles (subject to health and safety and visual constraints regarding slope gradients and visual intrusion) to reduce area of surfaces exposed to wind pick-up
- Minimising the vertical height of drop during materials transfer
- Use of dust-suppressed tools for all appropriate operations
- Ensuring that all construction plant and equipment is maintained in good working order
- No unauthorised burning of any material on-site
- Access to construction traffic to be limited to either:-
 - a) Fossett's Way
 - b) Off Sutton Road/Chandlers Way roundabout
 - c) Via existing priority access onto Sutton Road
 - d) Off Smither's Chase
- Access to BUPA and Waitrose to be maintained during the hours of operation of the BUPA and Waitrose respectively, unless relaxation granted by the Council and Waitrose or BUPA (as appropriate). Emergency access to be available to the BUPA and Waitrose at all times.
- Working hours and days to be agreed with the Council. These will exclude work during the Christmas period within the vicinity of the Waitrose store. Recommended hours being:-
 - a) 07:30 to 18:00 Mon – Fri
 - b) 07:30 to 13:00 Saturday
 - c) Sunday and Bank Holidays in exceptional circumstances as approved by the Council
- Temporary traffic management to be agreed with the Highway Authority in accordance with the Traffic Signs Manual Chapter 8 and Safety at Streetworks and Roadworks Code of Practice

EXECUTED as a Deed by)
LANSBURY RETAIL LIMITED)
acting by:)



Director [Redacted]

Director [Redacted]

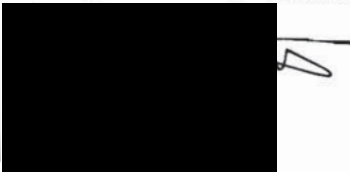
EXECUTED as a Deed by)
R D CLEMENTS AND M R STOLKIN)



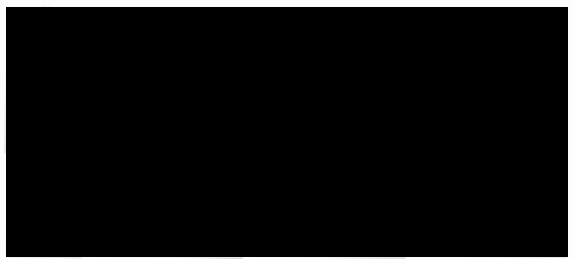
SIGNED AS A DEED BY FAYE MARY CLEMENTS AS EXECUTOR OF THE LATE
R.D. CLEMENTS IN THE PRESENCE OF

[Redacted]
R.D. Clements

SIGNED AS A DEED BY JACQUELINE LESLEY CLEMENTS AS EXECUTOR OF THE LATE
R.D. CLEMENTS IN THE PRESENCE OF



[Redacted]
M R STOLKIN



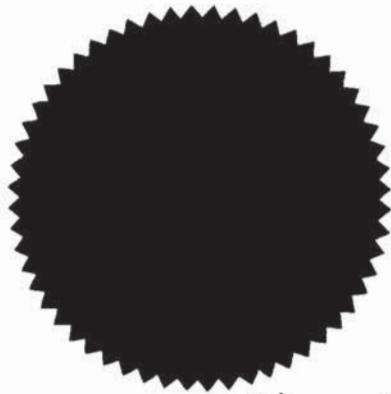
EXECUTED as a Deed by)
B & Q PLC)
acting by:)



Director

Director

THE COMMON SEAL of)
SOUTHEND-ON-SEA BOROUGH COUNCIL)
was hereunto affixed in the)
presence of:)



Proper Officer of the Council

Mayor 468(04)-2003