

DATED 31st August 2023

**SOUTH DOWNS NATIONAL PARK AUTHORITY (1)**

and

**EAST SUSSEX COUNTY COUNCIL (2)**

and

**RICHARD ANTHONY BROWN (3)**

**OBLIGATION**

under section 106 of the Town and Country Planning Act 1990 and  
relating to land at Exceat Bridge, Eastbourne Road, Exceat, East Sussex

SDNP/21/02342/FUL

THIS Obligation is made the 8th day of August 2023  
under Section 106 of the Town and Country Planning Act 1990

## **BETWEEN**

- (1) **SOUTH DOWNS NATIONAL PARK AUTHORITY** of South Downs Centre, North Street, Midhurst, GU29 9DH (the "Authority")
- (2) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St. Anne's Crescent, Lewes, BN7 1UE (the "Applicant")
- (3) **RICHARD ANTHONY BROWN** of Clapham Farm, Clapham Lane, Litlington, Polegate, East Sussex, BN26 5RQ (the "SSSI/ BNG Owner")

## **1. DEFINITIONS AND INTERPRETATION**

1.1 Wherever the context so permits the following words and phrases shall have the meanings herein attributed to them:

<b>"the Act"</b>	means the Town and Country Planning Act 1990 or any statute amending or modifying repealing or re-enacting the same for the time being in force;
<b>"Applicant's Land"</b>	means the land forming part of the Land to be Developed shown shaded pink and bound by a red line on Plan 3
<b>"Application"</b>	means the planning application made by the Applicant for the Development of the Land bearing Authority reference number SDNP/21/02342/FUL;
<b>"Assistant Chief Executive"</b>	means the Assistant Chief Executive, Governance Services for the time being of the Applicant and shall include any successor of his and duly authorised agents and representatives
<b>"BNG Commuted Sum"</b>	means the sum of £35,000 (thirty five thousand pounds)
<b>"BNG Land"</b>	means existing Coastal and Floodplain Grazing Marsh land to be enhanced to secure for biodiversity net gain (BNG);
<b>"Commencement of Development"</b>	means the commencement of the Development by the carrying out on the Land of a material operation pursuant to the Planning Permission within the meaning of Section 56 of the Act save for the purpose of determining whether or not a material operation has been carried out there shall be disregarded such operations as marking out surveying ground investigations archaeological investigations and the

terms "Commence". "Commenced" and "Commencement" shall be construed accordingly;

**"Contribution"** means the BNG Commuted Sum payable in accordance with Part A of Schedule 1 which shall be Index Linked;

**"Development"** means development comprising realignment and replacement of an existing single lane bridge at the A259 over the River Cuckmere, with new two-way, two lane bridge with a footpath, including re-profiling of the river and road embankments; proposed provision of traffic calming measures between the Seven Sisters Country Park and Seaford; alternations to access and provision of shared surface to east of Cuckmere Inn; provision of habitat creation area to restore agricultural land back into wetland on the east bank of the Cuckmere Valley to be developed in accordance with the Planning Permission granted pursuant to the Application;

**"Director"** means the Authority's Director of Planning Services from time to time or his authorised representative

**"First Use"** means when the Development is first open to the public to use

**"Index"** means the RPI All Items Index;

**"Index Lined"** means that the Contribution shall be adjusted by the percentage change in the Index from the last published figure to the grant of Planning Permission to the figure last published prior to the Specified Date and subject to the following formulae:

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

C

Where:

A = the contribution amount

B = the last figure published prior to the Specified Date

C = the last figure published prior to the grant of Planning Permission

and Index Linking shall be construed accordingly;

**"Land"**

means the land shown edged red on Plan 1 parts being registered at HMLR within the land in title numbers ESX29806, ESX130975, ESX208714, ESX111728, ESX62264, ESX231532, ESX270977, ESX308647 and ESX415902;

**"Landscape and Ecological Management Plan"**

means a landscape management plan for the maintenance, management, and monitoring of the SSSI/BNG Land with the monitoring results being provided in an agreed form to include but not be limited to the following:

- a) description and evaluation of features to be managed
- b) ecological trends and constraints on site that might influence management
- c) aims and objectives of management and monitoring to match the stated purpose
- d) timetable for the implementation of the Landscape and Ecological Management Plan
- e) appropriate management options for achieving aims and objectives
- f) appropriate success criteria, thresholds, triggers and targets against which the effectiveness of the various conservation measures being monitored can be judged.
- g) Methods for data gathering and analysis
- h) Location, time and duration of monitoring
- i) prescriptions for management actions, together with a plan of management compartments
- j) preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period
- k) details of the body or organisation responsible for implementation of the plan (including lines of communication)
- l) ongoing monitoring, reviews, where appropriate publication of results and outcomes and remedial measures
- m) how contingencies and/or remedial action will be identified, agreed and implemented in the event that the results of monitoring show that conservation aims and objectives are not being met

**“Landscape Strategy and Method Statement”** means a landscape strategy and method statement for the works required to establish the SSSI/BNG Land addressing i) compensation for loss of habitat from the Seaford to Beachy Head SSSI on the Land and provision of at least 10% biodiversity net gain on the SSSI/BNG Land, and ii) mitigation, enhancement and restoration of impacts on biodiversity within the Land, which includes but is not limited to the following:

- a) purpose and conservation objectives for the proposed works
- b) review of site potential and constraints
- c) detailed design(s) and/or working method(s) to achieve stated objectives
- d) identification of adequate baseline conditions
- e) extent and location /area of proposed works on appropriate scale maps and plans
- f) type and source of materials to be used where appropriate, e.g. native species of local provenance
- g) timetable for implementation demonstrating that works are aligned with the proposed phasing of development
- h) persons responsible for implementing the works
- i) details of initial aftercare and long-term maintenance
- j) details for monitoring and remedial measures
- k) details for disposal of any wastes arising from works.

**“Monitoring Fee”** means the ‘sum’ of four thousand eight hundred and forty pounds (£4,840.00) payable for monitoring the delivery and performance of the Qualifying Obligations contained in this Agreement over the lifetime of the Development and the fee shall be Index Linked from the date of the Completion of this agreement and the Monitoring Fee is worked out on the basis of £440 per Qualifying Obligation for the monitoring of all financial and non-financial obligations;

**“Notice”** means notice or notification in relation to this Agreement

**“Operative Date”** means the date the proposed Development is Commenced;

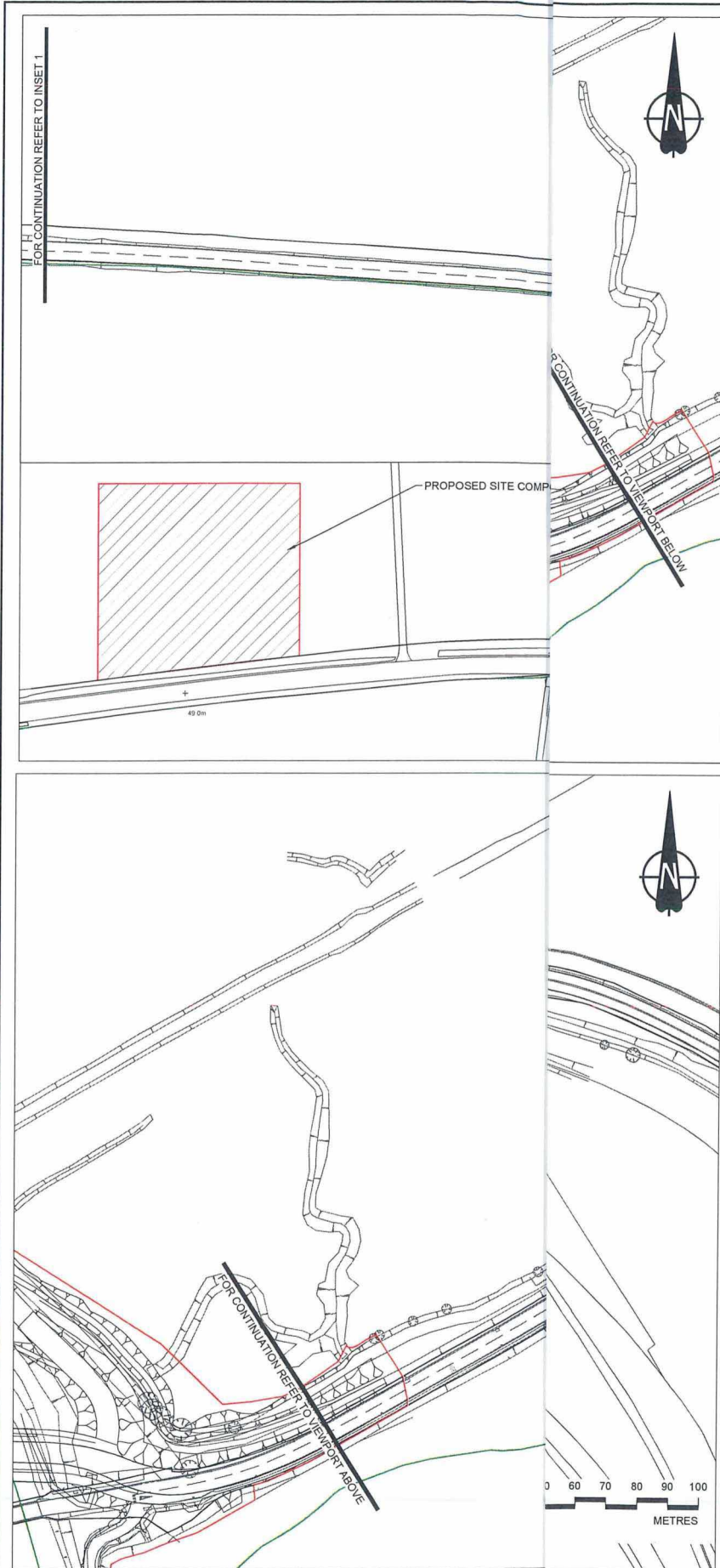
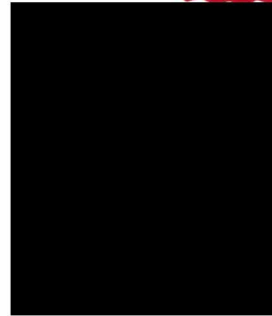
**“Plan 1”** means the Plan 1 annexed to this Agreement showing the Land;

<b>“Plan 2”</b>	means the Plan 2 annexed to this Agreement showing the SSSI/BNG Land;
<b>“Plan 3”</b>	means the Plan 3 annexed to this Agreement showing the Applicant’s Land
<b>“Planning Permission”</b>	means any planning permission for the Development granted pursuant to the Application;
<b>“Qualifying Obligation”</b>	means any obligation contained within this Agreement that requires monitoring by the Authority
<b>“Pre-Implementation Traffic Management Strategy”</b>	means the detailed pre-implementation traffic management strategy, to include such measures as roadside repeater signs and roundels and gateway features within the extent of the proposed public highway boundaries. All measures to be in accordance with the findings of the Road Safety Audit.
<b>“Post-Implementation Traffic Management Strategy”</b>	means a detailed post-implementation traffic management strategy to address (i) how monitoring will take place in order to determine appropriate future traffic management measures required in the event that speed limits are not self-enforcing; and (ii) the period of time required for monitoring; and (iii) how the results of the monitoring will be reported to the Authority.
<b>“Road Safety Audit”</b>	means a safety audit (which shall include a site visit) which has been carried out at the Applicant’s expense by a consultant independent of the Applicant’s design consultant and reference herein to a Stage One Stage Two Stage Three or Stage Four Safety Audit shall be construed accordingly.
<b>“SSSI Land”</b>	means land secured as compensatory replacement Coastal and Floodplain Grazing Marsh in accordance with the requirements of Natural England and the South Downs National Park Authority Ecologist;
<b>“SSSI/BNG Land”</b>	means the land edged red (BNG Land) and dashed turquoise (SSSI Land) and including temporary soil stockpiles and indicative access routes shown on Plan 2 ‘Clapham Farm Environmental Management Plan’.
<b>“Working Day”</b>	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

PLANS I

NOTES

- 1. Do not scale from drawing.



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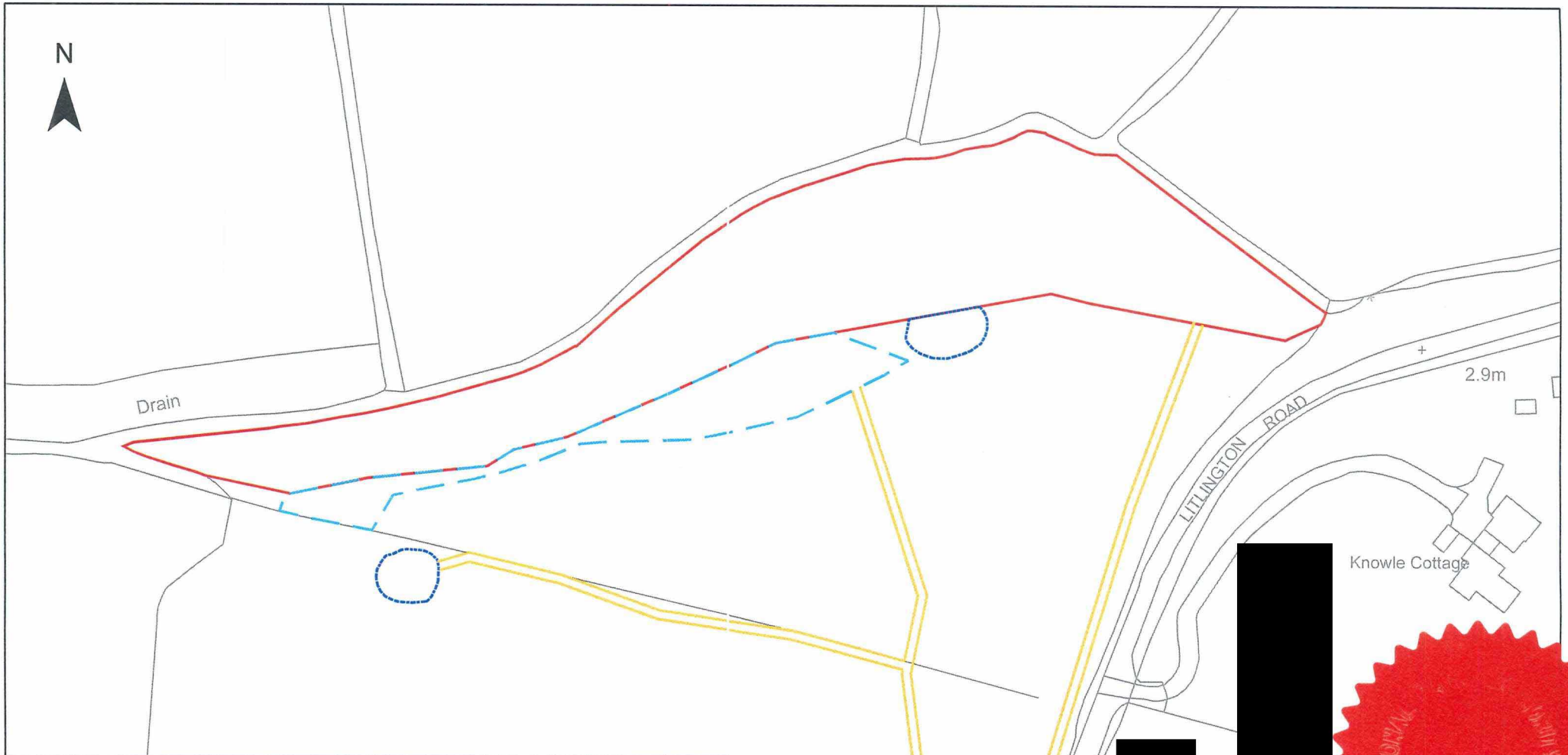
Rev	Status	Rev. Date	Purpose of revision	Drawn	Check'd	Apprv'd
P05	S2	15/07/2022	Addendum for Planning Application	JG	VK	BLS
P04	S2	2021/03/09	Amendments Outside Pub	AE	MB	GM
P03	S2	12/02/2021	Submission for Planning Application	JE	MB	GM
P02	S2	11/12/2020	Revised following Stage 1 Road Safety Audit	JE	MB	GM
P01	S3	2020/11/04	Issue for Information	GC	MB	GM

LEGEND





- Existing Highway Boundary
- Existing Landownership
- Scheme Extents
- Site Compound Location

Bridge  
Boundary and  
Extents

Status	S2	Revision	P05
Scale	AS SHOWN	Date	2020/11/04
Drawn By	Giuseppe Colonna		
Checked By	Matin Bayat		
Approved By	George Marshall		
Project No.	3520000	1 Originator	CH2
Original Size	A1		
Drawing number	Volume 1 Design Alt. 1 Type 1 Role 1 Number		
HGN-SY2-0129-DR-CH-0009			



Legend:

-  Temporary Soil Stock Pile
-  Indicative Access Route
-  Enhancement for BNG
-  Compensation for replacement of

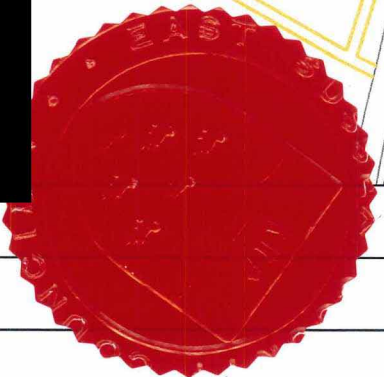
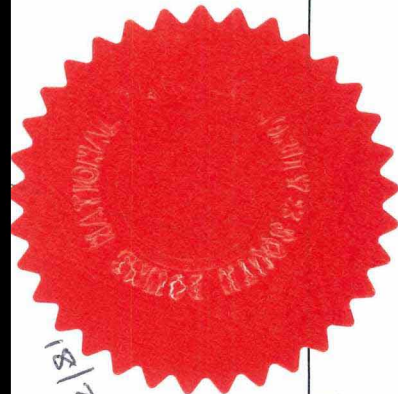
Plan: Clapham Farm Environmental Management Plan

Author: RHT

Scale: 1:1250@A4

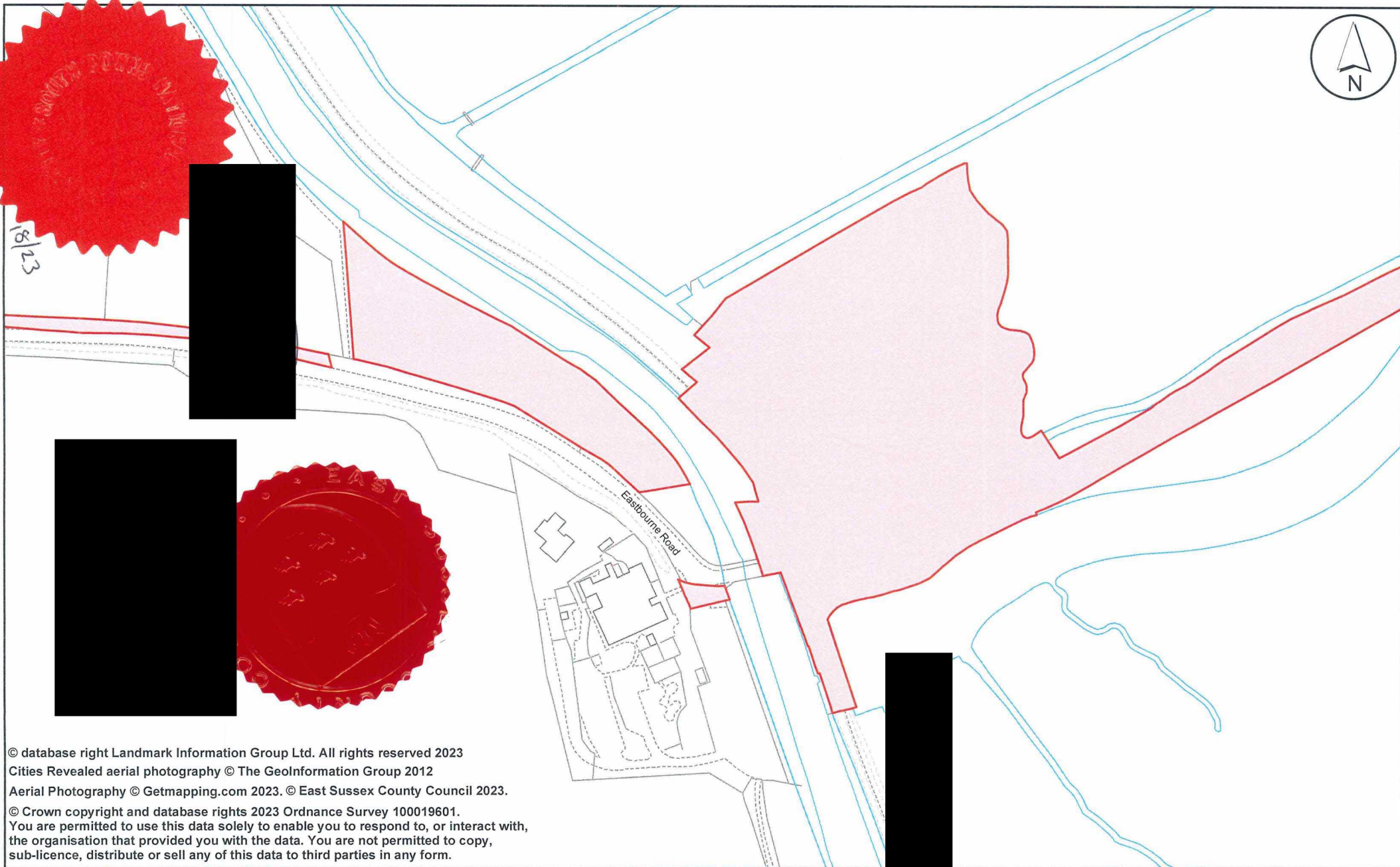
Date: 17/10/22

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PLAN 2

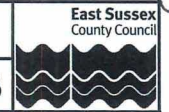




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 You are permitted to use this data solely to enable you to respond to, or interact with,  
 the organisation that provided you with the data. You are not permitted to copy,  
 sub-licence, distribute or sell any of this data to third parties in any form.

Land at Exceat Bridge  
 Author: FM

Scale: 1:2,000  
 Date: 18/07/2023



PLAN 3

1. Where the context so admits:
2. The expressions the "Owner" and the "Authority" shall except where the context otherwise requires include their respective successors to the statutory functions or in title as the case may be and assigns.

## **2. RECITALS**

- 2.1 The Authority is the Local Planning Authority for the purposes of the Act in respect of the area within which the Land and the SSSI/BNG Land is situated and is the authority by whom the obligations contained in this Agreement are enforceable.
- 2.2 The Applicant is the owner of the freehold of the Applicant's Land under title references ESX29806, ESX130975 and ESX208714 shown on Plan 3.
- 2.3 The Applicant, as highway authority, has submitted the Application to the Authority seeking planning permission for the Development.
- 2.4 The SSSI/BNG Owner is the owner of the freehold of the SSSI/BNG Land under title reference ESX290715 shown on Plan 2.
- 2.5 The Applicant and the SSSI/BNG Owner are prepared to enter into this Agreement on the terms contained herein in support of the Application.

## **3. THE PLANNING OBLIGATIONS**

- 3.1 This agreement is made by way of Deed and is made pursuant to the provisions of Section 106 of the Act and Section 22 of the Cities and Local Government Devolution Act 2016 and all other enabling powers and it is acknowledged by the Applicant and the SSSI/BNG Owner that the planning obligations are planning obligations for the purpose of Section 106 of the Act
- 3.2 The restrictive and positive covenants and undertakings in this Agreement by the Applicant and the SSSI/BNG Owner shall be binding on all its respective successors in title.
- 3.3 The planning obligations are binding on the Applicant's Land and the SSSI/BNG Land as provided by Section 106 of the Act and are enforceable in respect of the part of the Applicant's Land and the SSSI/BNG Land where the breach occurs by the Authority as local planning authority against the Applicant and the SSSI/BNG Owner as owner of an interest in the Applicant's Land or the SSSI/BNG Land and their successors in title in respect of their interests in the Applicant's Land and the SSSI/BNG Land.
- 3.4 Nothing in the planning obligations shall be construed as restricting the exercise by the Authority of any powers exercisable by or pursuant to the Act or any amendments or re-enactment of the Act

#### **4. COMMENCEMENT AND LIMITATIONS**

- 4.1 Subject to the following proviso the Planning Obligations shall take effect on the Operative Date but not otherwise and if the Planning Permission shall expire prior to the Operative Date then the provisions of this Agreement shall cease to have further effect PROVIDED THAT the following shall be effective on the date of completion of this Agreement:
- 4.1.1 the undertakings as to costs contained in clause 7
  - 4.1.2 any provisions required to be performed prior to the Operative Date
- 4.2 The Authority undertakes that on completion of this Agreement and payment of its reasonable legal costs as provided for in clause 7 it will issue the Planning Permission
- 4.3 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Applicant's Land or the SSSI/BNG Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 4.4 This Agreement shall cease to have effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Applicant) if it is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.5 This Agreement is a local land charge and shall be registered as such.
- 4.6 If any part of this Agreement shall be declared unlawful or invalid by any Court of competent jurisdiction then (to the extent possible) the remainder of this Agreement shall continue in full force and effect,
- 4.7 The parties hereto are satisfied that the provisions of this Agreement comply with the requirements of Regulation 122 and Regulation 123 of the Community Infrastructure Levy Regulations 2010.
- 4.8 This Agreement is not intended to (nor does it) enable any rights under the Contracts (Rights of Third Parties) Act 1999
- 4.9 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

#### **5. THE APPLICANT'S AND SSSI/BNG OWNER'S COVENANTS**

- 5.1 The Applicant covenants with the Authority to observe the restrictions and obligations specified in Part A of Schedule 1 of this Agreement and covenants with the SSSI/BNG Owner to observe the obligations specified in Part B of Schedule 1.
- 5.2 The SSSI/BNG Owner covenants with the Authority to observe the restrictions and obligations specified in Part A of Schedule 2 of this Agreement and covenants with the Applicant to observe the obligations specified in Part B of Schedule 2.

## **6. THE AUTHORITY'S COVENANTS**

- 6.1 The Authority covenants with the Applicant and the SSSI/BNG Owner to observe the obligations specified in Schedule 3 of this Agreement.

## **7. AUTHORITY'S LEGAL COSTS**

- 7.1 The Applicant hereby undertakes to pay on the date of this agreement the reasonable legal costs of the Authority incurred in connection with the negotiation and completion of this agreement.

## **8. PROVISIONS IN RESPECT OF THE CONTRIBUTIONS**

- 8.1 All sums payable pursuant to Part A of Schedule 1 shall be Index Linked.
- 8.2 Any amount due from the Applicant under this Agreement which is not paid on the Specified Date shall be payable with interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England (calculated on a daily basis from the date on which it fell due).

## **9. FUTURE PERMISSIONS**

- 9.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission other than the Planning Permissions (whether granted on appeal or not) after the date of this Agreement.

## **10. WAIVER**

- 10.1 No waiver (whether express or implied) by the Authority in respect of any breach or default by the Applicant or the SSSI/BNG Owner in the performance or observation of the planning obligations in whole or in part shall constitute a continuing waiver or prevent the Authority from enforcing any of the obligations or conditions contained in this Agreement or acting upon any subsequent breach or default of the planning obligations by the Applicant or the SSSI/BNG Owner.

## **11. DISPUTES**

- 11.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- 11.1.1 the tribunal shall consist of one legally qualified arbitrator appointed jointly by the parties;

- 11.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Chartered Institute of Arbitrators being experienced in the relevant field with not less than 10 years' standing;
- 11.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 11.1.4 the seat of the arbitration shall be London.

## **12. NOTICES**

- 12.1 Any Notice to be given under this Agreement must be in writing and must be:
  - 12.1.1 delivered by hand; or
  - 12.1.2 sent by pre-paid first class post or other next working day delivery service.
- 12.2 Any Notice to be given under this Agreement must be sent to the relevant party as follows:
  - 12.2.1 to the Authority at South Downs National Park Authority, South Downs Centre, North Street, Midhurst, West Sussex, GU29 9DH marked for the attention of the Director of Planning;
  - 12.2.2 to the Applicant at East Sussex County Council, County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1UE marked for the attention of the Assistant Chief Executive, Governance Services;
  - 12.2.3 to the SSSI/BNG Owner at Clapham Farm, Clapham Lane, Litlington, Polegate, East Sussex BN26 5RQor as otherwise specified by the relevant party by notice in writing to each other party.
- 12.3 Any Notice given in accordance with clause 12.1 and clause 0 will be deemed to have been received:
  - 12.3.1 if delivered by hand, on signature of a delivery receipt or at the time the Notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the Notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the Notice will be deemed to have been received at 9.00 am on the next Working Day; or
  - 12.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
- 12.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**13. JURISDICTION**

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

**14. DELIVERY**

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

## **SCHEDULE 1**

### **APPLICANT COVENANTS**

#### **PART A**

The Applicant hereby covenants to the Authority and undertakes to be bound by the following obligations:

#### **1. THE CONTRIBUTIONS AND NOTIFICATION**

- 1.1 To serve written notice of Commencement of Development on the Authority 7 days prior to the Commencement of Development
- 1.2 If the Development is Commenced but notice has not been provided in accordance with 1.1 above then the Authority shall be entitled in its absolute discretion to determine the Operative Date and shall give notice to the Applicant of its determination.
- 1.3 To pay to the Authority the BNG Commuted Sum on or before Commencement of Development.
- 1.4 Not to cause or allow Commencement of Development to occur until the BNG Commuted Sum has been paid to the Authority.
- 1.5 To pay to the Authority the Monitoring Fee prior to Commencement of the Development being the total sum of £4,840 (Four Thousand Eight Hundred and Forty pounds) Index Linked.

#### **2. PRE-IMPLEMENTATION TRAFFIC MANAGEMENT STRATEGY**

- 2.1 Prior to Commencement to submit the Pre-Implementation Traffic Management Strategy to the Authority for approval (in writing) and not to allow Commencement unless and until the Pre-Implementation Traffic Management Strategy has been approved (in writing) by the Authority.
- 2.2 Following approval of the Pre-Implementation Traffic Management Strategy by the Authority, to implement the Pre-Implementation Traffic Management Strategy .

#### **3. POST-IMPLEMENTATION TRAFFIC MANAGEMENT STRATEGY**

- 3.1 Within three (3) months of First Use to submit the Post-Implementation Traffic Management Strategy to the Authority for approval (in writing).
- 3.2 Following approval of the Post-Implementation Traffic Management Strategy to carry out traffic monitoring as required by the approved Post-Implementation Traffic Management Strategy starting twelve (12) months after First Use and continuing for a period of twelve

(12) months (the Monitoring Period) or as otherwise stated in the approved Post-Implementation Traffic Management Strategy.

- 3.3 Within three (3) months of the end of the Monitoring Period to submit the results of the traffic monitoring to the Authority in a form approved in the Post-Implementation Traffic Management Strategy. The submitted results shall identify those measures which the Applicant proposes to implement, or otherwise, in order to address the results of the traffic monitoring and the Stage Four Road Safety Audit.
- 3.4 Following submission of the traffic monitoring the Applicant will work with the Authority to agree the measures to be implemented and agree a time period for implementation by the Applicant (“the Traffic Management Measures”). The Authority shall confirm approval of the Traffic Management Measures in writing to the Applicant within six (6) weeks of receipt of the proposals for the Traffic Management Measures . FOR THE AVOIDANCE OF DOUBT all measures to be implemented and the timeframe for implementation shall be in accordance with the findings of the traffic monitoring and the Stage Four Road Safety Audit.
- 3.5 To implement the measures agreed pursuant to paragraph 3.4 above.

#### **4. LANDSCAPE STRATEGY AND METHOD STATEMENT**

Prior to Commencement to submit the Landscape Strategy and Method Statement to the Authority for approval (in writing) and not to allow Commencement unless and until the Landscape Strategy and Method Statement has been approved (in writing) by the Authority.

#### **5. LANDSCAPE AND ECOLOGICAL MANAGEMENT PLAN**

Prior to Commencement to submit the Landscape and Ecological Management Plan to the Authority for approval (in writing) and not to allow Commencement unless and until the Landscape and Ecological Management Plan has been approved (in writing) by the Authority.

### **PART B**

The Applicant hereby covenants to the SSSI/BNG Owner and undertakes to be bound by the following obligations:

1. To consult the SSSI/BNG Owner in the preparation of the Landscape Strategy and Method Statement and have due regard to any representations made by



the SSSI/BNG Owner in accordance with Part B of Schedule 2 before it is submitted to the Authority by the Applicant;

2. To consult the SSSI/BNG Owner in the preparation of the Landscape and Ecological Management Plan and have due regard to any representations made by the SSSI/BNG Owner in accordance with Part B of Schedule 2 before it is submitted to the Authority by the Applicant;
3. That where reasonably requested by the SSSI/BNG Owner it will seek to accommodate and incorporate where reasonable any suggestions which the SSSI/BNG Owner shall provide in accordance with Part B of Schedule 2,

## **SCHEDULE 2**

### **SSSI/BNG OWNER COVENANTS**

#### **PART A**

The SSSI/BNG Owner hereby covenants to the Authority and undertakes to be bound by the following obligations:

#### **1. LANDSCAPE STRATEGY AND METHOD STATEMENT**

Following approval of the Landscape Strategy and Method Statement by the Authority, to comply with the Landscape and Method Statement strictly in accordance with the Landscape Strategy and Method Statement.

#### **2. LANDSCAPE AND ECOLOGICAL MANAGEMENT PLAN**

Following approval of the Landscape and Ecological Management Plan by the Authority, to implement the Landscape and Ecological Management Plan strictly in accordance with a timetable approved in the Landscape and Ecological Management Plan and to ensure that the Landscape and Ecological Management Plan is in place in the case of the BNG Land for a minimum of 30 years from implementation of the Landscape and Ecological Management Plan and in the case of the SSSI Land in perpetuity.

#### **PART B**

The SSSI/BNG Owner hereby covenants to the Applicant that where the Applicant shall consult the SSSI/BNG Owner in the preparation of the Landscape Strategy and Method Statement and/or Landscape and Ecological Management Plan it will provide any comments or representations and make any suggestions within thirty five (35) days of request by the Applicant.

### **SCHEDULE 3**

#### **THE AUTHORITY'S COVENANTS**

The Authority covenants as follows:

1. that it will only apply or cause to be applied the BNG Commuted Sum towards the monitoring of the BNG Land
2. that it will monitor the obligations in so far as they relate to the SSSI/BNG Land by way of physical visit to the SSSI/BNG Land (such access to be permitted by the SSSI/BNG Owner) by an appropriately qualified officer employed by the Authority to inspect the SSSI/BNG Land and provide as soon as practicable afterwards a written report of the findings of the visit, at the following intervals.
  - 2.1 annually from the implementation of the Landscape and Ecological Management Plan for five years
  - 2.2 every five years from the five year date until the date thirty years from the implementation of the Landscape and Ecological Management Plan.
3. that where any agreement certificate consent permission expression of satisfaction or other approval is to be given by the Authority under this Agreement the same shall not be unreasonably withheld or delayed.
4. that where approvals are to be given by the Authority under paragraph 2.1, 4 and 5 of Part A of Schedule 1 the following indicative timetable shall apply:-
  - 4.1 the Authority shall review and provide any comments on each of the proposals within FOUR (4) weeks; and
  - 4.2 each such approval shall be given within EIGHT (8) weeks of the date the Pre-Implementation Traffic Management Strategy, the Landscape Strategy and Method Statement and the Landscape and Ecological Management Plan (as relevant) is submitted to the Authority by the Applicant.

IN WITNESS WHEREOF the parties have executed this deed on the day and year first before written

EXECUTED AS A DEED by affixing the seal of SOUTH DOWNS NATIONAL PARK AUTHORITY

[Redacted signature area]

Authorised Signatory



THE COMMON SEAL of EAST SUSSEX COUNTY COUNCIL ) )

[Redacted signature area]



EXECUTED AS A DEED by RICHARD ANTHONY BROWN

Signature:..... [Redacted signature]

Print name:..... R. A. BROWN.....

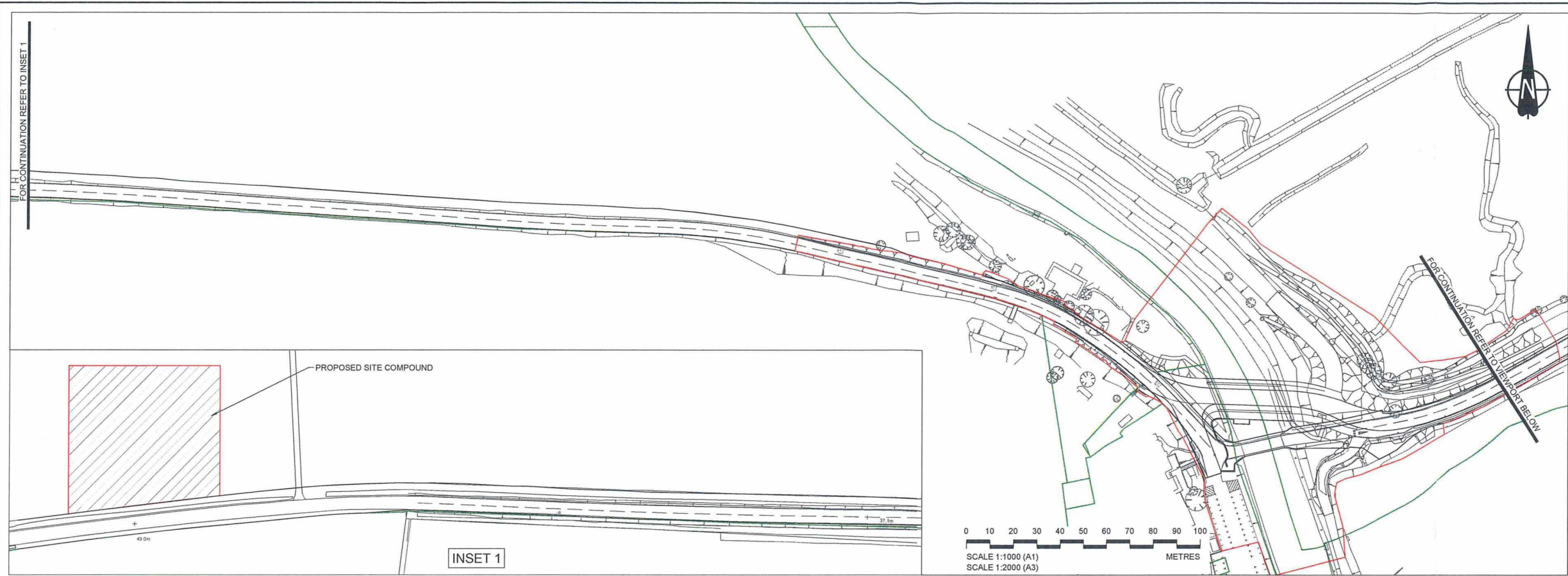
in the presence of witness:-

Signature: Benjamin Fermor.....

Name:..... B J FERMORE.....

Address:..... 1 FROG FIVE COTTAGES  
SEAFORD ROAD  
ALFRISTON  
BN26 5TT.....

NOTES  
1. Do not scale from drawing.



Rev	Status	Rev. Date	Purpose of revision	Drawn	Check'd	Appr'd
P05	S2	15/07/2022	Addendum for Planning Application	JG	VK	BLS
P04	S2	2021/03/09	Amendments Outside Pub	AE	MB	GM
P03	S2	12/02/2021	Submission for Planning Application	JE	MB	GM
P02	S2	11/12/2020	Revised following Stage 1 Road Safety Audit	JE	MB	GM
P01	S3	2020/11/04	Issue for Information	GC	MB	GM

**LEGEND**

	Existing Highway Boundary
	Existing Landownership Boundary
	Scheme Extents
	Site Compound Location

**East Sussex Highways**  
A partnership between:

EAST SUSSEX HIGHWAYS  
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Project	Exceat Bridge
Drawing title	Highway Boundary and Scheme Extents
Sheet 1 of 1	

Status	S2	Revision	P05
Scale	AS SHOWN	Date	2020/11/04
Drawn By	Giuseppe Colonna		
Checked By	Matin Bayat		
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