

BRENTWOOD BOROUGH COUNCIL	(1)
ESSEX COUNTY COUNCIL	(2)
SAJAS LIMITED	(3)
NIGEL FLINT and VANESSA HUNNEYBEL (Executors of DEREK HARRY JAMES FLINT) and KENNETH JOHN FLINT	(4)
CROUDACE HOMES LIMITED	(5)

S106 AGREEMENT

Relating to land south of Chelmsford Road, Shenfield, Brentwood

and

Land on the west side of Alexander Lane, Shenfield, Brentwood and
land on the north east side of Chelmsford Road, Shenfield,
Brentwood

the Second Owner from entering into this Deed other than the Second Option. Following the death of Derek Harry James Flint on 31 August 2019, Nigel Flint and Vanessa Hunneybel have been appointed as executors by grant of probate dated 20 July 2020.

- F. The Developer is the beneficiary of a registered notice on the title to the Second Property dated 12 January 2011 (relating to the Second Option) and will observe the restrictions and perform the obligations contained in this Deed once it shall have acquired a legal interest in the Second Property being not merely a registered option except any obligations which may have been discharged before it acquires such interest.
- G. The Developer with the approval of the Owner submitted the Application to the Council to develop the Property in accordance with the Planning Permission.
- H. The Council failed to determine the Application and the Developer submitted the Appeal.
- I. The Parties have agreed to enter into this Deed in order to secure the planning obligations contained herein to mitigate the impact of the Development in the event that the Appeal is granted by the Planning Inspector.
- J. The obligations contained herein are planning obligations for the purposes of the section 106 of the 1990 Act and may be enforced by the Council and/or the County Council against the owner and its successors in title.
- K. The Council and the County Council are satisfied that the planning obligations sought under the provisions of this Deed meet the test set out in regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

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

“1964 Act” means the Public Libraries and Museums Act 1964 (as amended)

“1972 Act” means the Local Government Act 1972 (as amended)

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

“1990 Act” means the Town and Country Planning Act 1990 (as amended)

“2011 Act”	means the Localism Act 2011 (as amended)
“Appeal”	the appeal submitted by the Developer to the Ministry of Housing, Communities and Local Government (the Secretary of State) following the non determination of that part of the Application given reference number 23/01164/FUL by the Council and bearing reference number PP/H1515/W/24/3353271
Application Site Plan	means the land shown edged red on plan reference 1643.120C marked Site Location Plan 2
“Allocated Site”	means the site allocated by the Council’s Local Plan under policy reference number R03
“CIL Regulations”	the Community Infrastructure Regulations 2010 (as amended)
“CIL Tests”	the tests set out in regulation 122(2) of the CIL Regulations
“Commencement of the Development”	means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, construction of access road; construction of temporary site compound and temporary marketing suite; erection of any temporary means of enclosure and the temporary display of site notices or advertisements and “Commence”

“Commencement” and “Commenced” shall be construed accordingly

“Connectivity Plan”

means plan (ref 152080/SK04) approved by the Council and the County Council included within the First Schedule showing the layout of the roads and pedestrian/cycleways to be laid out across the Property and which shows future connection points to cater for connectivity across adjoining parts of the Allocated Site

“Council’s Local Plan”

means the plan adopted by the Council in March 2022

“Council Contributions”

means Healthcare Contribution (Fourth Schedule), Indoor Sport Contribution, (Seventh Schedule Part 2) Outdoor Sport Contribution (Seventh Schedule Part 1) and Station Public Realm Infrastructure Contribution and Railway Station Cycle Contribution (Eighth Schedule)

“County Council Contributions”

means the Early Years and Childcare Contribution and the Primary Education Contribution and the Secondary Education Contribution and the Noise Mitigation Contribution (Tenth Schedule) and the MOVA Contribution and the Quietway Contribution and the TRO Contribution and the (Eleventh Schedule) and the Library Contribution (Twelfth Schedule),

“County Council Monitoring Fee”

shall mean a fee of seven hundred pounds (£700) per contribution due to the County Council under this Deed and for the avoidance of doubt this is a total of seven thousand seven hundred pounds (£7,700) (no VAT) towards the County Council’s reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owners are

required to observe and perform pursuant to the terms of this Deed

“Decision Letter”

means the decision letter issued by the Planning Inspector in determining the Appeal

“Deed”

shall mean this section 106 agreement

“Development”

means the development permitted by a hybrid application for Planning Permission for 344 units including 35% affordable housing, public open space and associated landscaping, drainage and highways infrastructure and safeguarded land for a 2FE primary school and early years facility,

“Dwelling”

a dwelling (including a house, flat, bungalow or maisonette and their curtilage and shall include Affordable Housing Units Market Housing Units and Custom Build Dwellings (as defined in the Third Schedule) as defined in the Second Schedule) to be constructed in accordance with the Planning Permission and used for primarily private domestic residential purposes

“First Option”

means an option agreement dated 8 January 2010 relating to the First Property made between the First Owner (1) and Croudace Strategic Limited (2) the benefit of which was assigned by Croudace Strategic Limited to the Developer on 22 March 2022

“First Property”

means the freehold land known as land to the south of Chelmsford Road, Shenfield shown within the land edged red on the Application Site Plan and registered at HM Land Registry under title number EX265227

“Hybrid Application”

means the application for planning permission for the Development comprising a full application for the residential

development public open space and associated landscaping, drainage and highways infrastructure validated by the Council on 9 October 2023 and allocated reference 23/01164/FUL, and the application for outline permission for safeguarded land for a 2FE primary school and early years facility the school element validated by the Council on 29 September 2023 and allocated reference 23/01159/OUT (together known as “the Application”)

“Index” means the “All Items” index figure of the Index of Retail Prices published by the Office for National Statistics or any such alternative index or comparable measure of price inflation as shall replace such index

“Index Linked” means a sum payable pursuant to this Deed adjusted in accordance with the Index:

(a) from the figure for the Index for the date when the Index was last published prior to the date of this Deed; to

(b) the figure for the Index that was last published at the date when that sum becomes due for payment

“Late Payment Interest” means interest at four per cent (4%) above the base rate of the Bank of England as varied from time to time

“NPPF” means the National Planning Policy Framework (December 2023) or as amended from time to time

“Occupation” means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or

occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly

"Owner(s)"

means the First Owner and the Second Owner

"Phase"

means a phase of the Development as shown on the approved Phasing Plan or such other plan as may be approved by the Council and "Phases" and "First Phase" "Second Phase" "Third Phase" and Fourth Phase shall refer to phases so marked and shall be construed accordingly

"Phasing Plan"

the drawing with reference 988/000 marked Phasing Plan attached at the First Schedule

"Planning Inspector"

an inspector appointed by the Secretary of State to determine the Appeal

"Plans"

means the plans annexed to this Deed at the First Schedule

"Planning Obligations Monitoring Officer"

means an officer of the Council from time to time allocated to deal with and monitor all planning obligations pursuant to section 106 of the 1990 Act

"Planning Permission"

means permission to be granted pursuant to the Appeal by the Planning Inspector and the date of grant of the Planning Permission shall be the date on which the Decision Letter is issued

"Practical Completion"

the issue of a certificate by the Owner's architect or project manager confirming the relevant part of the Development has reached practical completion and "Practically Complete" shall be construed accordingly

“Property”	means the First Property and the Second Property as shown edged red on the Application Site Plan
“Second Property”	means the freehold land known as land on the west side of Alexander Lane, Shenfield, Brentwood and land on the east side of Chelmsford Road, Shenfield, Brentwood shown within the land edged red on the Application Site Plan and registered at HM Land Registry under title number EX858046
“Second Option”	means an option agreement dated 7 January 2011 relating to the Second Property made between the Second Owner (1) and Croudace Strategic Limited (2) the benefit of which was assigned by Croudace Strategic Limited to the Developer on 22 March 2022
“SONIA Rate”	means the Sterling Overnight Index Average Rate being an assessment of the rate of interest the Borough Council and County Council can expect to earn on investments through the British sterling market, the rate used being the average interest rate at which banks are willing to borrow sterling overnight from other financial institutions and other institutional investors and SONIA Rate shall be construed accordingly
“Specialist”	means a person who is professionally qualified to act as an expert in relation to the subject matter of the dispute with not less than ten (10) years experience of such a dispute
“Undertaker”	means any statutory undertaker or service provider or other person who acquires part of the Property or any interest in it for the purposes of supply of electricity, gas, water drainage, telecommunication services, any other utilities or public transport services

“VAT” means value added tax or any other tax of a similar nature levied from time to time in addition to or in substitution for it

“Working Day” means any day which is not a Saturday, Sunday or a bank holiday or public holiday in England or which falls between 25 December and 31 December inclusive in any calendar year

2 Powers and Interpretation

- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the 1972 Act, Section 278 of the 1980 Act and the 2011 Act and the 1964 Act and any other enabling statutory provisions.
- 2.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 2.3 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.
- 2.4 The clause and paragraph headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 2.5 Any reference to person or persons shall include a body of persons corporate or unincorporated.
- 2.6 Any reference to a clause a Schedule or an Annex is to a clause of or a Schedule or Annex to this Deed and any reference to a paragraph is to the paragraph referred to in the relevant Schedule.

3 Conditionality

- 3.1 This Deed is conditional upon and subject to:-
- 3.1.1 the grant of the Planning Permission subject of the Appeal; and
- 3.1.2 the Commencement of the Development save where it is expressly provided in this Deed that compliance is required prior to Commencement

3.2 The payment of the Council Contributions is subject to the Council only using the Council Contributions for the purposes specified in this Deed.

3.3 The payment of the County Council Contributions is subject to the County Council only using the County Council Contributions for the purposes specified in this Deed.

4. **Taking Effect**

4.1 The obligations contained in this Deed shall not be binding upon nor enforceable against:

4.1.1 any Undertaker or other person who acquires any part of the Property or interest therein; or

4.1.2 owners occupiers or tenants of the Market Housing Units or Custom Build Dwellings or Custom Build Housebuilders (as defined in the Third Schedule) nor against those deriving title from them including mortgagees and chargees or

4.1.3 (save for the Second Schedule) any Registered Provider (as defined in the Second Schedule) as the owner of the Affordable Housing Unit (nor against those deriving title from the Registered Provider) or any owner occupier or tenant of the Affordable Housing Unit nor against those deriving title from them including mortgagees and Chargees; or

4.1.4 a chargee (save for the provisions of the Second Schedule which shall bind a Chargee unless the Chargee shall first have complied with the obligations contained in paragraph 4 of the Second Schedule) nor against those deriving title from the chargee; or

4.1.5 any person whose only interest in the Property or part of it is in the nature of the benefit of an easement or covenant.

and these provisions are intended to be applicable to and enforceable by the named parties notwithstanding the provisions of clause 16

5. **Application of Section 106 of the 1990 Act**

5.1 It is hereby agreed that the covenants and conditions in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and that the Council or where relevant the County Council are the local planning authorities by whom they may be enforced

5.2 Subject to clauses 4.1 above and 5.3 below both positive and restrictive covenants

herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also, against its successors in title and assigns and any person claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 5.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Property or the part in respect of which such obligation and/or breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

6. Obligations of the Owner

- 6.1 The Owner hereby covenants for itself and its successors in title with the Council to comply with the obligations in accordance with clause 14 and the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Schedules (subject to clauses 4 and 5.3)

- 6.2 The Owner hereby covenants for itself and its successors in title with the County Council to comply with the obligations in accordance with clause 14 and the Ninth, Tenth, Eleventh, Twelfth and Thirteenth Schedules (subject to clauses 4 and 5.3)

7. Council's covenants

- 7.1 The Council covenants with the Owners to comply with its obligations set out in the Schedules to this Deed.

8. County Council's covenants

- 8.1 The County Council hereby covenants with the Owner to comply with its obligations set out in the Schedules to this Deed

9. Indexation

- 9.1 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council or the County Council (as appropriate) shall advise the Owner in writing

10. Determination of Deed

10.1 This Deed shall be determined and have no further effect if the Planning Permission:

10.1.1 expires before Commencement of Development; or

10.1.2 is revoked or otherwise withdrawn or is varied other than at the request of the Owner; or

10.1.3 is quashed following a successful legal challenge

10.2 Any obligation or definition contained in this Deed shall not apply and not have any force nor effect if the Planning Inspector appointed to determine the Appeal finds in his Decision Letter in respect of the Appeal that a particular obligation and/ or definition or part thereof is not a material consideration in the granting of the Permission pursuant to the Appeal or in accordance with the CIL Tests or should the Planning Inspector find in his Decision Letter that a particular contribution and/ or obligation and/ or definition as defined or provided for in this Deed should be deleted or amended so as to ensure compliance with the CIL Tests or to otherwise enable the grant of Permission such contribution and/ or obligation and/ or definition in this Deed shall be treated as so amended in accordance with the Inspector's decision

11. Local land charge

11.1 This Deed is a local land charge and may be registered as such by the Council.

12. Interest on late payment

12.1 If any payment due from the Owner under this Deed is paid late, the Owner will pay the Council or the County Council (as appropriate) Late Payment Interest from the date payment is due to and including the date of payment.

13. Transfer of Ownership

13.1 The Owner undertakes to the Council and the County Council to give written notice within ten (10) Working Days of any change in ownership of any of its interest in the Property occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Property purchased by reference to a plan PROVIDED THAT this undertaking shall not apply to any disposal of an individual Dwelling or any disposal to an Undertaker or the disposal of the Education Site to the County Council

14. Costs

14.1 The Developer shall pay to the Council prior to the completion of this Deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the approval of this Deed (excluding VAT).

14.2 The Developer shall pay to the County Council

14.2.1 prior to completion of this Deed the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the approval of this Deed (excluding VAT).

14.2.2 prior to Commencement the County Council Monitoring Fee

15. Notices

15.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Deed and any such notice or approval shall be in writing and shall cite the clause of this Deed to which it relates and:

15.1.1 in the case of notice to the Council shall be sent to the address as set out above marked for the attention of the Planning Obligations Monitoring Officer, quoting the planning reference number or to such other person or address as the Council may advise in writing from time to time;

15.1.2 in the case of notice to the County Council shall be sent to the address as set out above and to development.enquiry@essex.gov.uk and it shall be marked for the attention of the s106 Officer, Planning Service, Economy, Localities and Public Health or to such other person or address as the County Council may advise in writing from time to time; and

15.1.3 in the case of notice to the Owner shall be sent to the registered office or where not applicable the address as set out on page 2, or to such other addresses as the Owner or any successors in title shall from time to time notify in writing to the Council and the County Council

15.1.4 in the case of the Developer (and also where the Developer becomes an Owner) shall be sent to the registered office and also to Croudace House, Gernon Road, Letchworth Garden City, Hertfordshire SG6 3HL marked for the attention of the Land Director/Managing Director NT

- 15.2 The Owner shall serve on the County Council not less than three (3) months prior to the estimated date of Commencement a notice (“the Notice of Commencement”) stating the expected Commencement Date
- 15.3 The Owner shall serve on the County Council a notice (“the Payment Notice”) between sixty (60) and thirty (30) Working Days prior to the date that each and any payment is expected to become due to be made to the County Council under this Deed stating the date that such payment is expected to become due
- 15.4 The Owner shall serve on the County Council a notice (“the Completion Notice”)-within thirty (30) Working Days of the last of the Market Housing Units and Affordable Housing Units being Occupied for the first time stating the date that the last Dwelling was Occupied for the first time
- 15.5 The Owners shall give written notice to the Council and the County Council immediately following Commencement of each and every Phase specifying that Commencement has taken place.
- 15.6 The Owner shall give written notice to the Council and County Council 10 (ten) Working Days prior to the Occupation of the first Dwelling within each Phase specifying when first Occupation is anticipated to take place and on a six (6) monthly basis thereafter indicating the Unit Mix of Occupied Dwellings the Unit Mix of Dwellings that are completed but not Occupied the Unit Mix of Dwellings that are under construction and the Unit Mix of Dwellings where construction work has yet to start at the time the notice is served
- 15.7 The Owner shall give written notice to the Council and the County Council 10 (ten) Working Days prior to anticipated Occupation of 50% of all the Dwellings

16. Third Party Rights

- 16.1 Unless expressly stated otherwise all third party rights arising under the Contract (Rights of Third Parties) Act 1999 are excluded and no one other than the Parties (and their respective successors to their statutory functions or successors in title) shall have any right to enforce any obligation or term of this Deed.

17 Dispute Resolution

- 17.1 If any dispute arises relating to or arising out of the terms of this Deed either party may give to the other written notice requiring the dispute to be determined under this clause 17 and the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

- 17.2 For the purposes of this clause 17 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to the subject matter of dispute.
- 17.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 17.4.
- 17.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the Parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute).
- 17.5 The Specialist is to act as an independent expert and:
- 17.5.1 each party may make written representations within 20 (twenty) Working Days of his appointment and will copy the written representations to the other party;
 - 17.5.2 each party is to have a further 15 (fifteen) Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 17.5.3 the Specialist is to be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 17.5.4 the Specialist is not to take oral representations from the Parties without giving both Parties the opportunity to be present and to give evidence and to cross-examine each other;

17.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

17.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 20 (twenty) Working Days from the last submission of evidence

17.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 17, including costs connected with the appointment of the Specialist and the Specialist's own costs but not the legal and other professional costs of any party in relation to a dispute will be decided by the Specialist.

17.7 This clause 17 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts of England.

18 VAT

18.1 All sums payable in accordance with the terms of this Deed shall be exclusive of any Value Added Tax properly payable in respect thereof (if any) and the Owner shall pay to the Council and separately to the County Council (as appropriate) any Value Added Tax properly payable on any sums paid to the Council and/ or the County Council upon presentation of a valid Value Added Tax invoice addressed to the Owner.

19 Waiver

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

20 Miscellaneous

20.1 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations on the Council or the County Council in the exercise of its functions in any capacity.

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

- 20.3 Any consents, approvals or permissions to be given by the Council or the County Council to the Owner or its successors in title pursuant to the provisions of this Deed shall not be unreasonably withheld or delayed by the Council or the County Council (as applicable) but may only be given in writing and the party giving such agreement certificate consent permission expression of satisfaction or other approval shall at all times act reasonably and where any payment of costs or other payments are to be made by the Owner to the County Council and or the Council such costs and other payments shall be reasonable and proper.
- 20.4 The Owner shall comply with any reasonable requests of the Council or the County Council to have access to any part of the Property after Commencement of the Development (subject to compliance with any health and safety or construction site management requirements) SAVE FOR any land owned or occupied by an Undertaker and/or a Dwelling (including the garden or curtilage forming part of one) as is necessary for the purposes of monitoring compliance with the obligations of this Deed.
- 20.5 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 20.6 No compensation shall be payable by the Council or the County Council to any party to this Deed or their successors in title arising from the terms of this Deed and unless specified otherwise in this Deed all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council or the County Council.
- 20.7 Any agreement obligation covenant or undertaking contained herein by any of the Parties which comprise more than one person or entity shall be joint and several and where any agreement obligation covenant or undertaking is made with or undertaken towards more than one person it shall be construed as having been made with or undertaken towards each such person separately and where the Owner are different persons agreements obligations covenants and undertakings given by either shall be deemed to be given jointly and severally by both.
- 20.8 If any provision of this Deed is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the Parties shall amend that provision in such reasonable manner as achieves the intention of the Deed on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the Parties.

20.9 Subject to 20.10 no variation to this Deed shall be effective unless made by Deed or pursuant to the determination of an application made under Section 106A of the 1990 Act or an appeal under section 106B of the 1990 Act.

20.10 The Council may agree following an application under section 73 of the 1990 Act to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act that the covenants or provisions of this Deed shall bind the new permission and to apply in equal terms to the new planning permission Provided Always that the Council shall be at liberty to require a separate deed under section 106 of the 1990 Act to secure relevant planning obligations relating to the new planning permission

21 Developer Consent

The Developer consents to the giving by the Owner of the covenants and obligations in this Deed and agree that the Developer's interest in the Property shall be bound by them

22 Data Protection

22.1 The Owner acknowledges and agrees that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been paid) may be passed to any person when so required in order to comply with statutory requirements including but not limited to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 or where a document is and is intended to be publicly available.

23 Governing law

23.1 This Deed is governed by and shall be interpreted in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any dispute or claim.

24 Delivery

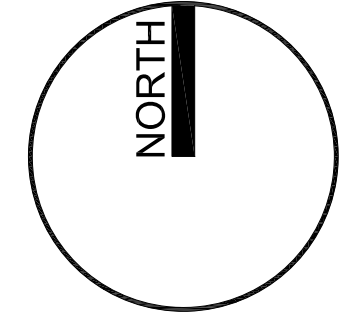
24.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

FIRST SCHEDULE

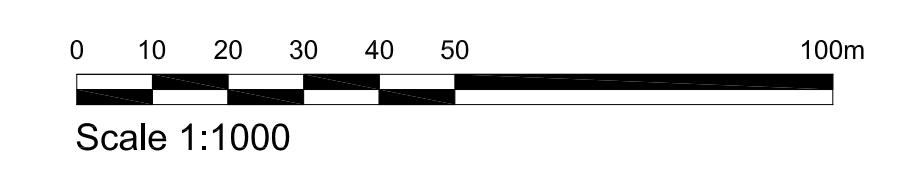
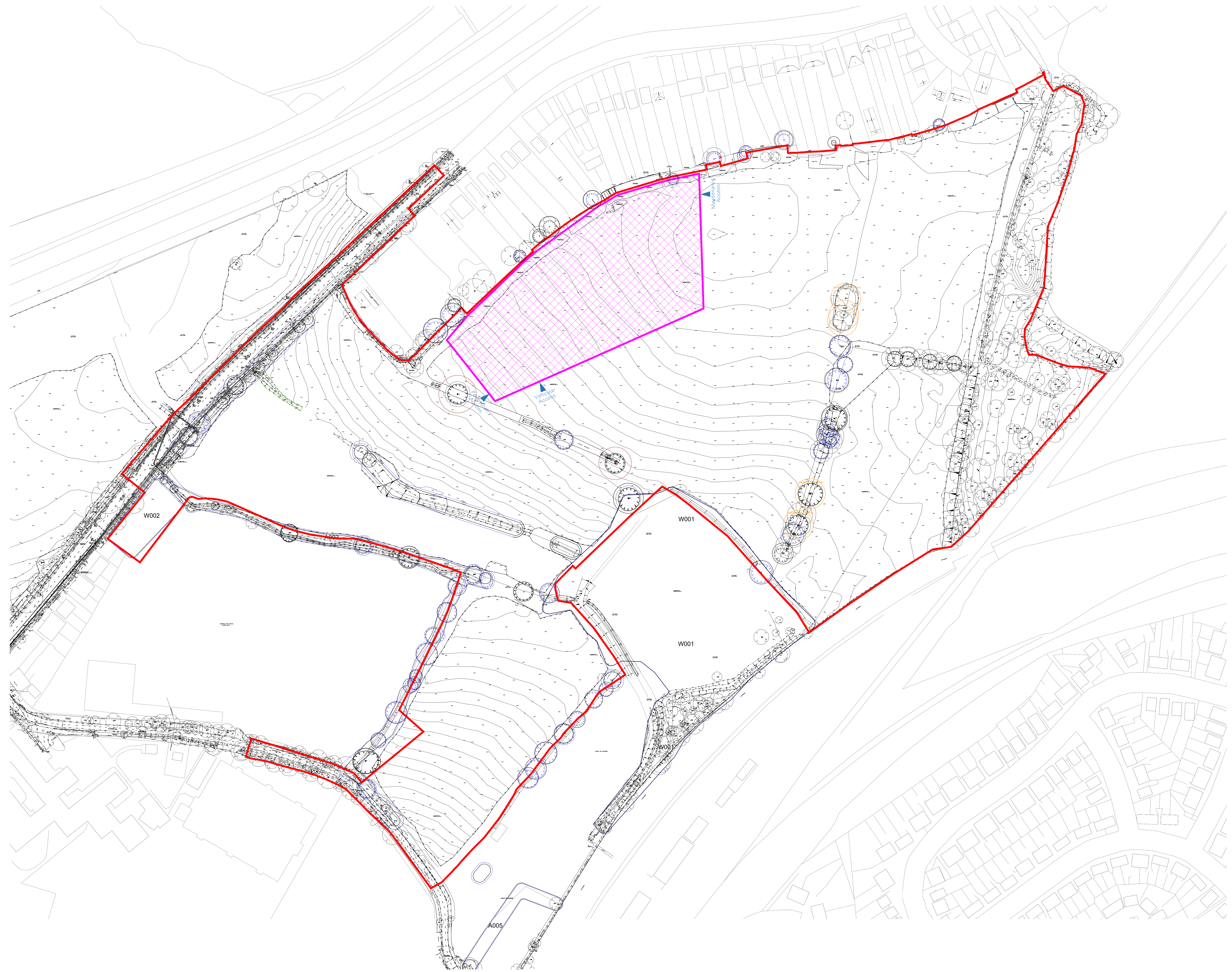
PLANS

To be listed

Plan	Reference
Application Site Plan	Site Location Plan 2 ref 1643.120C
Connectivity Plan	152080/SK04
Phasing Plan	988/000
Affordable Housing Plan	22 163 204 Rev G
Custom Build Plan	22.1643.210
Open Space Plan	CR-001
Education Site Access Plan	22 1643 211
Education Site Utility Plan	0709 001 SK A



- PROPOSED FULL APPLICATION SITE BOUNDARY
- PROPOSED OUTLINE APPLICATION SITE BOUNDARY FOR SAFEGUARDED SCHOOL SITE



C	13-02-23	School boundary changed to suit ECC comments	SF
B	15-12-23	RPA area highlighted and measured.	YC
A	06-09-23	Map and drawing name changed	CH
Rev	Date	Amendment	Initials

Project:
OFFICERS' MEADOW
SHENFIELD
Client:
CROUDACE HOMES
Drawing:
SITE LOCATION PLAN 2

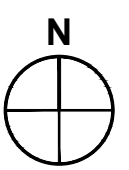
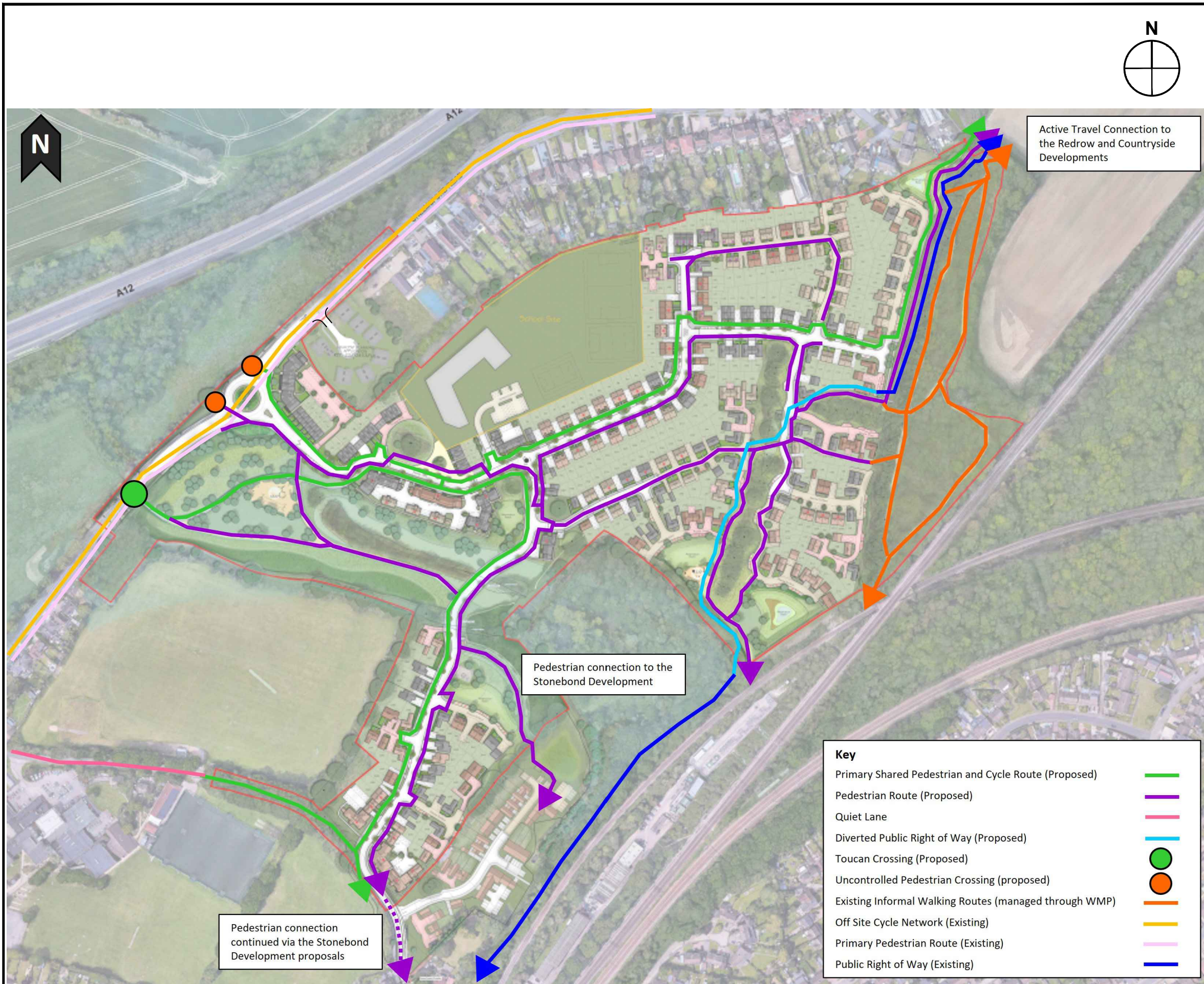
Drawing no: 1643.120 Rev: C

Scale@A1: 1:1000 Date: SEP 2023 Drawn: CH Checked: YC

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PLANNING



Active Travel Connection to the Redrow and Countryside Developments

Pedestrian connection to the Stonebond Development

Pedestrian connection continued via the Stonebond Development proposals

Key	
Primary Shared Pedestrian and Cycle Route (Proposed)	
Pedestrian Route (Proposed)	
Quiet Lane	
Diverted Public Right of Way (Proposed)	
Toucan Crossing (Proposed)	
Uncontrolled Pedestrian Crossing (proposed)	
Existing Informal Walking Routes (managed through WMP)	
Off Site Cycle Network (Existing)	
Primary Pedestrian Route (Existing)	
Public Right of Way (Existing)	

Notes:
 1. This is not a construction drawing and is intended for illustrative purposes only.
 2. White lining is indicative only.

REV.	DETAILS	DRAWN	CHECKED	DATE
-	-	-	-	-

CLIENT:
Croudace Homes Ltd

PROJECT:
Officers Meadow, Shenfield

DRAWING TITLE:
Connectivity Plan

SCALES:
NTS at A3

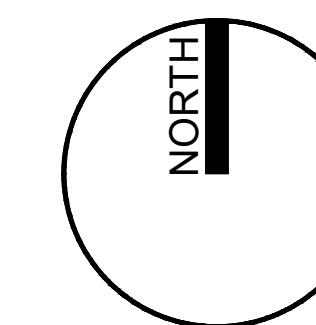
DRAWN: PP CHECKED: AW DATE: 07.03.2024

vectos. | PART OF **SLR**

The Cursitor, 38 Chancery Lane, London, WC2A 1EN
 020 7580 7373 vectos@vectos.co.uk

DRAWING NUMBER: **152080/SK04** REVISION: -

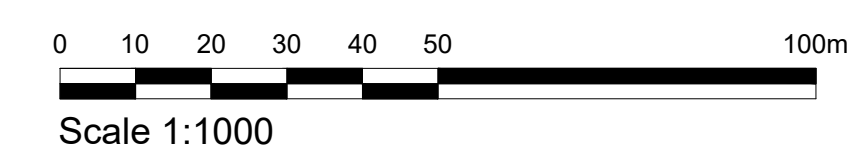
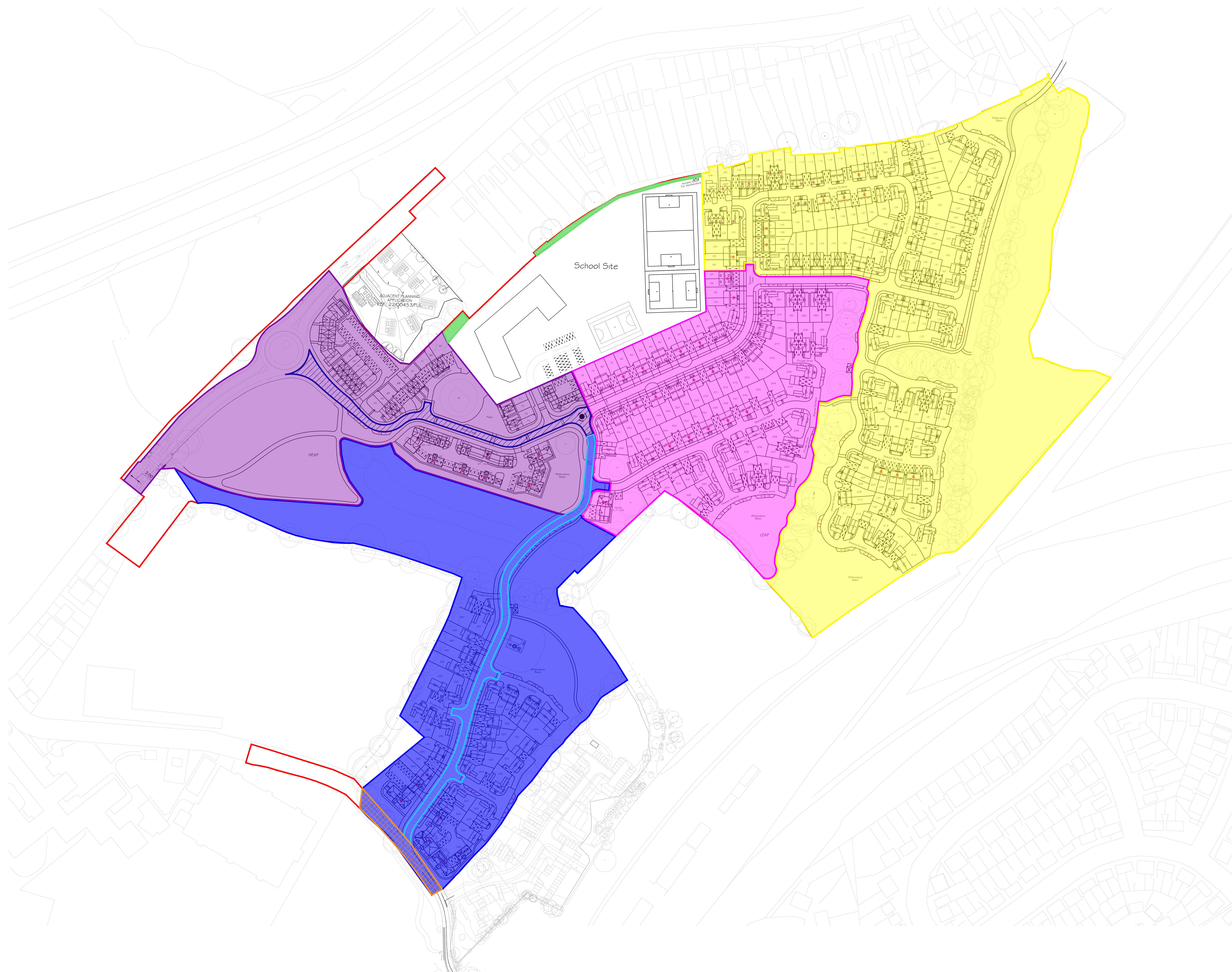
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LEGEND

- Site Boundary
- Proposed School Boundary
- ✱ Affordable Housing
- ✱ Custom Build Houses
- Phase 1 (77 Units)
- Phase 2 (54 Units)
- Phase 3 (86 Units)
- Phase 4 (123 Units)
- Phase 1 Main Access Road
- Phase 1 Haul Road with emergency access only to Alexander Lane, until Phase 2 complete.
- Blocking up of Alexander Lane on completion of Phase 2, allowing full vehicular and pedestrian/cycle access through the site.
- BNG Native Scrub planted in Phase 1

Notes
Parkland to be laid out and planted in Phase. Access to be granted to residents and visitors in Phase2 to allow establishment of flora.



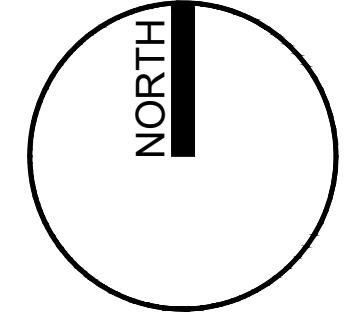
Rev	Description	Initial	Date
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croudacehomes
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SHENFIELD

PHASING PLAN

SCALE :	1/1000 @ A0
DATE :	MAR 24
DRAWN :	EBD
CHECKED :	
DRG.No. :	988/000



Key

- Site Boundary
- School Site Boundary
- Affordable / Social Rent
- Shared Ownership



ADJACENT PLANNING APPLICATION REF: 22/00453/FUL

School Site

Rev	Date	Amendment	Initials
E	22-01-25	Custom build houses removed	YC
D	19-08-24	Site layout updated REV V	JC
C	20-02-24	Site layout updated	AL
B	05-02-24	Site layout updated	MF
A	06-09-23	Site layout updated	LB

Project:
**OFFICERS' MEADOW
SHENFIELD**

Client:
CROUDACE HOMES

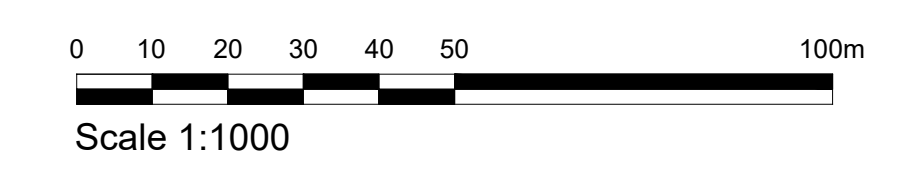
Drawing:
PROPOSED AFFORDABLE PLAN

Drawing no: 22.1643.204 Rev: E

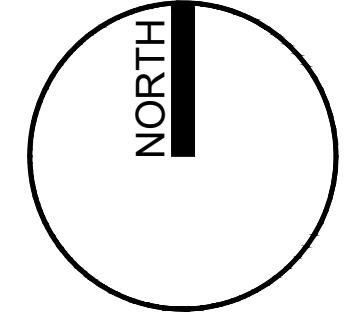
Scale@A3: 1:1000 Date: JUNE 2023 Drawn:MF/JC/AL Checked: AL

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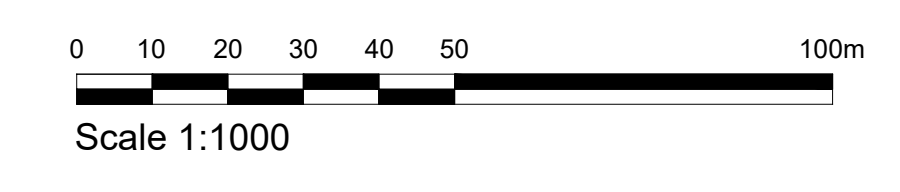


PLANNING



Key

- Site Boundary
- School Site Boundary
- Custom Build Houses



Rev	Date	Amendment	Initials

Project: OFFICERS' MEADOW
 SHENFIELD
 Client: CROUDACE HOMES
 Drawing: PROPOSED CUSTOM BUILD PLAN

Drawing no: 22.1643.210 Rev:



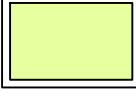

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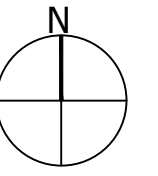
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PLANNING

LEGEND

-  Site Boundary
-  Public Open Space
-  Ancient Woodland
-  Veteran Tree

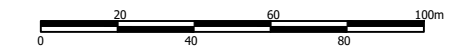


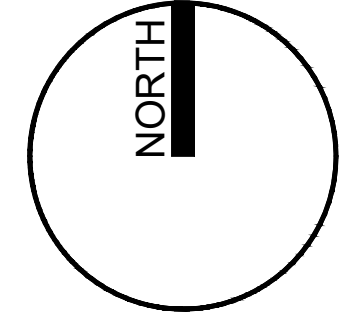
FOR PLANNING

Project
Officers' Meadow, Shenfield

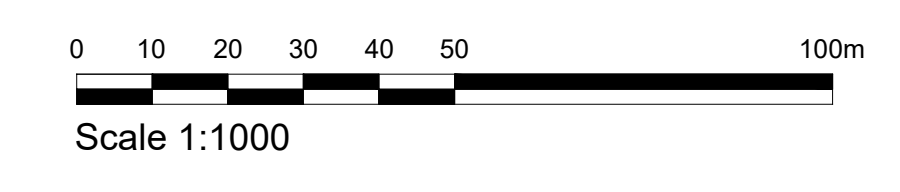
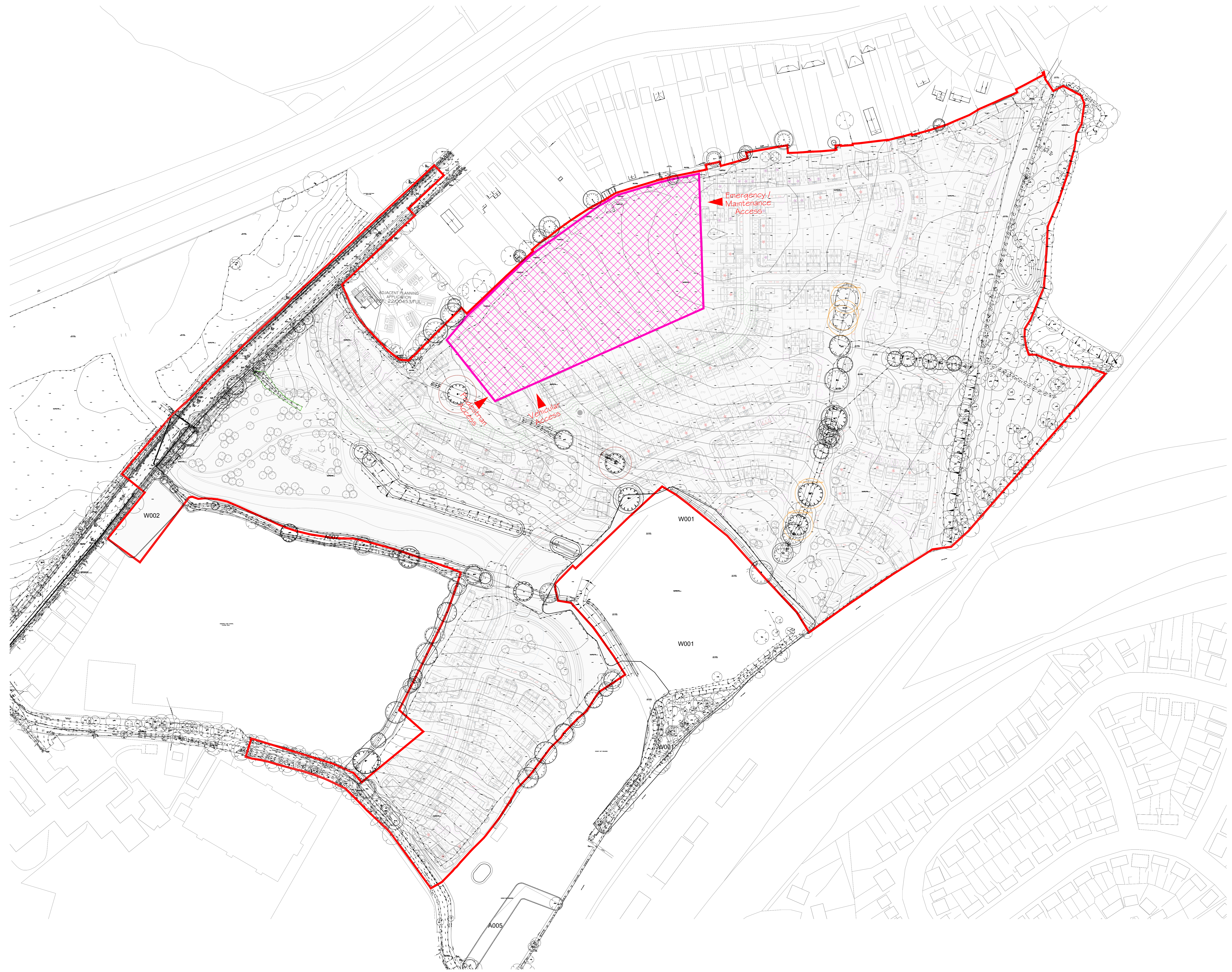
Drawing Title
Open Space Plan

Date	Scale	Drawn by	Check by
05.02.2025	1:2,000 @A2	PW	BY
	Drawing No		Revision
	CR-001		-





- PROPOSED FULL APPLICATION SITE BOUNDARY
- PROPOSED OUTLINE APPLICATION SITE BOUNDARY FOR SAFEGUARDED SCHOOL SITE



Rev	Date	Amendment	Initials
<p>Project: OFFICERS' MEADOW SHENFIELD</p> <p>Client: CROUDACE HOMES</p> <p>Drawing: EDUCATION SITE ACCESS PLAN</p> <p>Drawing no: 22.1643.211</p> <p>Scale@A0: 1/1000 Date: JAN 2024 Drawn: CH Checked: YC</p>			

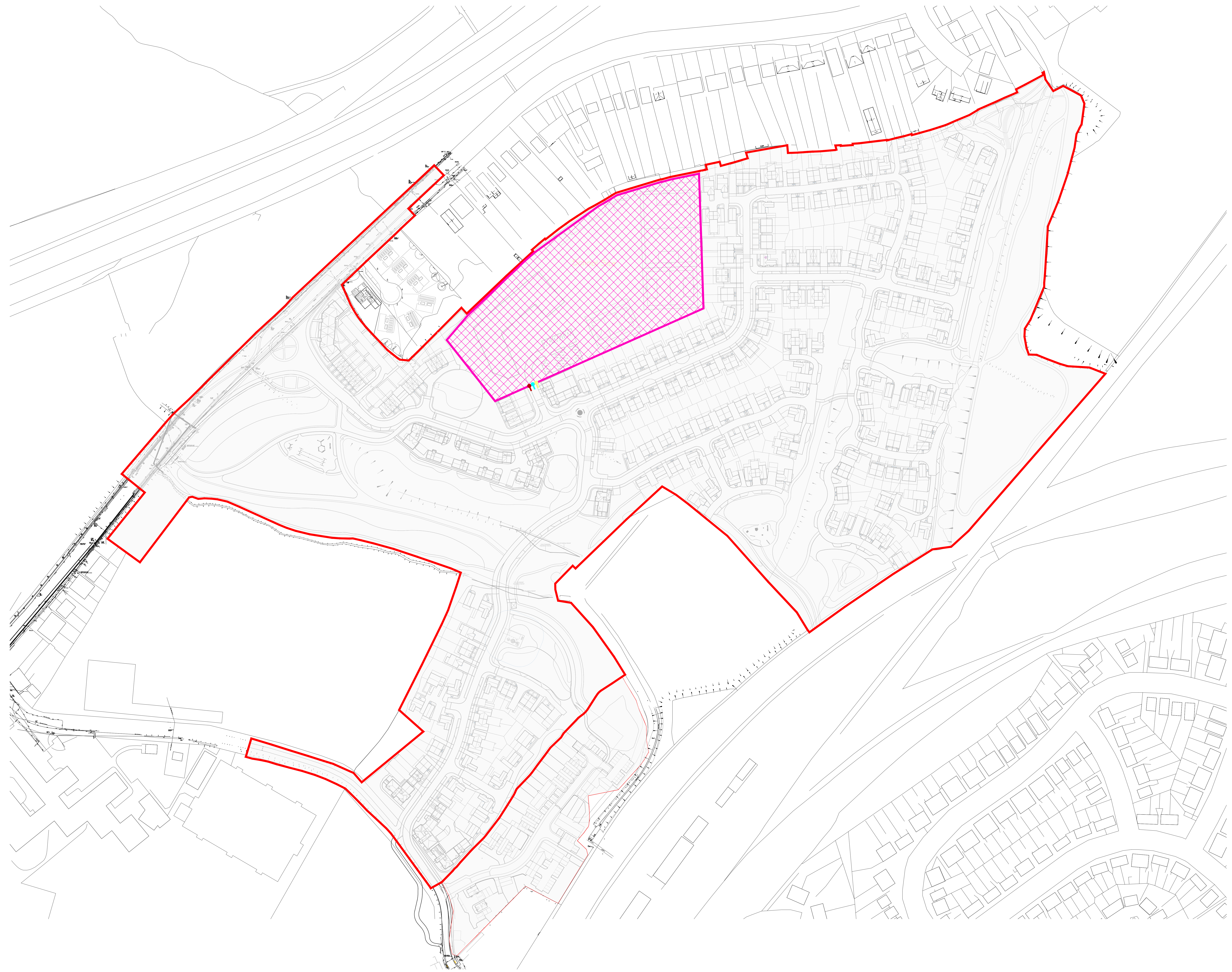
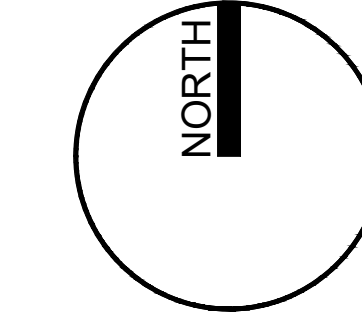
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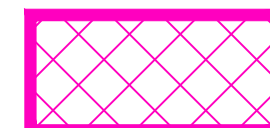



All dimensions and measurements to be checked on site.

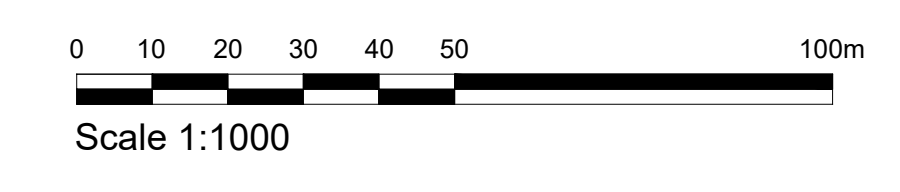
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PLANNING



-  PROPOSED FULL APPLICATION SITE BOUNDARY
-  PROPOSED OUTLINE APPLICATION SITE BOUNDARY FOR SAFEGUARDED SCHOOL SITE
-  PROPOSED POSITION OF UTILITIES CONNECTION FOR:
ELECTRICITY
WATER
COMMUNICATIONS
-  PROPOSED POSITION OF SURFACE WATER CONNECTION
-  PROPOSED POSITION OF FOUL WATER CONNECTION
- NOTE: ALL CONNECTIONS TO BE AS SPECIFIED IN THE LEGAL AGREEMENT



Rev A	SW & FW ADDED CE	31/01/2025	
Rev	Description	Initial	Date
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SHENFIELD OFFICERS MEADOW EDUCATION UTILITIES POSITION PLAN			
SCALE:	1/1000		
DATE:	JAN 2025		
DRAWN:	CE		
CHECKED:			
DRG.No.:	0709/0001SK		A

SECOND SCHEDULE

(AFFORDABLE HOUSING)

For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

“Affordable Housing”	shall have the meaning ascribed to such term in Annex 2 (Glossary) to the NPPF
“Affordable Housing Contribution”	the sum properly calculated in accordance with the Council’s adopted affordable housing policies in place at the time to be paid to the Council to spend on Affordable Housing within the administrative area of the Council in the event the Owners are unable to dispose of all or some of the Affordable Housing Units and the provisions of paragraph 1.4 and 1.5 of this Schedule came into effect
“Affordable Housing Plan”	the plan attached in the First Schedule reference 22 1643 204 Rev G
“Affordable Housing Tenure Mix”	<p>the one hundred and twenty-one (121) Affordable Housing Units which shall comprise of thirty-three (33) Shared Ownership Dwellings and eighty-eight (88) Affordable Rent Dwellings and shall be provided across the Property as:</p> <p>2 x 4 bed house (1 x Affordable Rent Dwellings and 1 x Shared Ownership)</p> <p>29 x 3 bed house (17 x Affordable Rent Dwellings and 12 x Shared Ownership)</p> <p>43 x 2 bed house (23 x Affordable Rent Dwellings and 20 x Shared Ownership)</p> <p>14 x 2 bed apartments (14 x Affordable Rent Dwellings)</p> <p>33 x 1 bed apartment (33 x Affordable Rent Dwellings)</p> <p>as shown on the Affordable Housing Plan</p>

or such other tenure mix as shall be approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

“Affordable Housing Units”

means the one hundred and twenty-one (121) units to be constructed on the Property in accordance with the Affordable Housing Tenure Mix or such other number of units as approved in writing with the Council (such approval not to be unreasonably withheld or delayed)

“Affordable Rent Dwellings”

Affordable Housing let by a Registered Provider to an eligible household where the rent level is capped at 80% of the local market rent (including any service charges where applicable) and within local housing allowance rates or as otherwise agreed in writing with the Council

“Chargee”

means any mortgagee or chargee of the Registered Provider and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a “Receiver” of the Registered Provider)

“Dwelling”

as defined at clause 1

“Homes England”

Homes England or its successor body or other appropriate body as the Council may nominate

“Market Housing Units”

means those Dwellings forming part of the Development which are not Affordable Housing Units

“Registered Provider”

means a registered provider of social housing within the meaning of section 80(1) of the Housing and Regeneration Act 2008 (and any amendment re-enactment or successor provision) or such other organisation approved by the Council as provider of

Affordable Housing, such approval not to be unreasonably withheld or delay

“Shared Ownership Housing Unit”

means an Affordable Housing Dwelling that is part sold part let to eligible households in accordance with the terms of a Shared Ownership Lease

“Shared Ownership Lease”

means a lease substantially in the form of the relevant model shared ownership lease issued by Homes England (or in any other form requested by a Registered Provider and approved by the Council) by which a lessee may acquire an initial share or shares of between 10% - 75% of the equity in a unit of Affordable Housing from the Registered Provider who retains the remainder and may charge a rent on the unsold equity (but for the avoidance of doubt this shall not prevent a lessee of such a shared ownership lease staircasing to 100% of the equity in a unit of Affordable Housing) or such other shared ownership lease as accords with the relevant Homes England affordable housing programme as amended from time to time

1. The Owner covenants with the Council as follows:
 - 1.1 Subject to paragraph 1.4, not to Occupy any of the Market Housing Units in a Phase unless and until a contract has been entered into with a Registered Provider for the provision of the Affordable Housing Units for that Phase.
 - 1.2 Subject to paragraph 1.4, unless otherwise agreed in writing with the Council to permit no more than fifty per cent (50%) of the Market Housing Units within a Phase to be Occupied unless and until the Affordable Housing Units for that Phase have been:
 - 1.2.1 constructed in accordance with the Planning Permission are Practically Complete; and
 - 1.2.2 transferred or leased on a long leasehold of no less than 125 years to a Registered Provider.
 - 1.3 Subject to paragraph 1.4 below, to use reasonable endeavours to procure that the Registered Provider enters into a nomination agreement with the Council in respect of the Affordable Housing Units for that Phase (the Council hereby covenanting to the Owner that it will act reasonably and without delay in negotiating the form of the nominations agreement with the Registered Provider).

1.4 In the event that the Owner is unable to find a suitable Registered Provider for a Phase or a Registered Provider (within three (3) months of written invitation) is unable to make an acceptable offer to purchase the Affordable Housing Units for a Phase or no longer wants to purchase the Affordable Housing Units for a Phase and the Owner is unable to transfer the Affordable Housing Units for a Phase to a Registered Provider pursuant to paragraph 1.2.2 of this Second Schedule the Owner shall:

1.4.1 notify the Council three (3) months prior to the Practical Completion of the Affordable Housing Units for the Phase; and

1.4.2 set out the reasons (together with any supporting evidence) in writing why a disposal to a Registered Provider for the Phase has not been entered into pursuant to paragraph 1.2.2 of this part of the Second Schedule; and

1.4.3 submit any other information reasonably requested by the Council to satisfy why the Owner has not been able to enter into a disposal to a Registered Provider for the Phase pursuant to paragraph 1.2.2 of this part of the Second Schedule,

then the:

(a) Owner shall be entitled to sell the Dwellings previously intended to be allocated as Affordable Housing Units for the Phase on the open market; and

(b) Owner must pay the Affordable Housing Contribution for the Phase to the Council (in accordance with paragraph 1.5); and

(c) provisions of this Second Schedule shall no longer apply (save for paragraph 1.5)

1.5 If pursuant to paragraph 1.4 above the Affordable Housing Contribution for a Phase becomes due to the Council the Owner covenants:

1.5.1 to pay the Affordable Housing Contribution for the Phase to the Council prior to Occupation of no more than fifty per cent (50%) of the Market Housing Units for that Phase; and

1.5.2 to not Occupy more than fifty per cent (50%) of the Market Housing Units for that Phase unless and until the Affordable Housing Contribution for that Phase has been paid in full to the Council

1.6 Subject to paragraph 1.4, the Affordable Housing Units shall not be Occupied other than as Affordable Housing save that this paragraph shall cease to apply to (and the Affordable Housing provisions in this Second Schedule shall not apply to):

- 1.6.1 a leaseholder of a Shared Ownership Housing Unit who has staircased up to 100% of the equity in the Shared Ownership Housing Unit (including any mortgagee and/or any successors in title of such a leaseholder);
 - 1.6.2 any person who exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit; or
 - 1.6.3 any person who exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision (including section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997) for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; and/or
 - 1.6.4 any mortgagee or chargee or successor in title (including their mortgagees or chargees) to those persons referred to in paragraphs 1.6.1, 1.6.2 or 1.6.3 above
- 1.7 The provisions of this Second Schedule shall not be binding on a Chargee provided that:
- 1.7.1 Such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months (from the date of the written notice) to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - 1.7.2 If such disposal has not completed within the three (3) month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Second Schedule (in which case the said provisions shall determine absolutely).
- 1.8 For the avoidance of doubt at least five per cent (5%) of the Affordable housing Units across the Development will meet category M4(3) (wheelchair accessible dwellings) pursuant to the Building Regulations 2015 (or any replacement thereof)

THIRD SCHEDULE

CUSTOM BUILD

For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

“Custom Build Design Statement”	means a statement providing informal guidance to prospective purchasers of a Custom Build Plots of the standard, specification and degree of customisation available for a Custom Build Dwelling
“Custom Build Dwellings”	the dwellings to be constructed for a Custom Build Housebuilder on the Custom Build Plots
“Custom Build Housebuilder”	an individual or individuals or associations of individuals who satisfy the requirements of the Self-Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016) and regulations made thereunder who has had or will have had a primary input in the final design specification or layout of the Custom Build Dwellings and “Custom Build Housebuilders” shall be construed accordingly
“Custom Build Housing”	housing completed for Custom Build Housebuilders and to be occupied as homes by the Custom Build Housebuilders as defined in Section A1 of the Self-Build and Custom Housebuilding Act 2015
“Custom Build Plan”	the plan attached in the First Schedule reference 22.1643.210
“Custom Build Plots”	the eighteen (18) plots identified on the Custom Build Plan provided with access to a public highway and connections for electricity, telecommunications, water and waste water identified on the Custom Build Plan for the provision of Custom Build Dwellings and “Custom Build Plot” shall be construed accordingly

1. The Owner covenants with the Council to provide the Custom Build Plots on the Property.
2. Prior to first Occupation of any Dwelling the Owner shall submit to the Council for its approval:

2.1 written details of such Custom Build Plots to be provided to include:

2.1.1 the basis on which the Custom Self Build Plots are to be advertised or otherwise promoted and transferred to and (upon completion of the development of each Custom Build Plot) occupied by potential Custom Build Housebuilders including arrangements to ensure these are offered to Custom Build Housebuilders

2.1.2 the terms and conditions to be included in the contract transfers of the Custom Build Plots including (without limitation) any and all rights and entitlements restrictions limitations liabilities timescales and the terms of any rights of pre-emption imposed on the transferees in favour of the Owner or any other party; and

2.2 a Custom Build Design Statement for the approval of the Council

PROVIDED THAT if the Council fails within forty (40) Working Days to notify the Owner of its approval or otherwise of the written details submitted pursuant to paragraph 2.1 and/or the Custom Build Design Statement the Owner shall be entitled to assume deemed approval of the same

3. The Owner shall market the Custom Build Plots at open market value for three (3) years from Commencement of Development (or if later approval or deemed approval of the matters specified in para 2) to Custom Build Housebuilders, such marketing to include the Custom Build Design Statement and in accordance with the approved details pursuant to paragraph 2.1.1 and 2.1.2 of this Third Schedule and the Owner shall notify the Council of the date of marketing within ten (10) Working Days.

4. The Owner covenants with the Council that the Custom Build Plots will be provided as Custom Build Plots and further covenants (save for in the event of paragraph 7 below taking effect) not to dispose of the Custom Build Plots other than to Custom Build Housebuilders.

5. Prior to the Occupation of each or any of the Custom Build Plots to notify the Council that the Custom Build Plots have been provided with access to a public highway and connections for electricity, telecommunications, water and waste water
6. The Owner covenants to notify the Council upon each and every disposal of a Custom Build Plot with the details of the purchaser of the Custom Build Plot.
7. In the event of marketing the Custom Build Plots for three (3) years in accordance with paragraph 3 above the Owner is able to demonstrate to the Council's satisfaction that there has been no interest in a relevant Custom Build Plot and/ or no contract for sale has been entered into during this period then the obligations within this Third Schedule shall cease to apply in relation to that Custom Build Plot and the Owner shall be subsequently entitled to dispose of the relevant Custom Build Plot(s) on the open market and/or develop the relevant Custom Build Plot (subject to obtaining planning permission) free of the restrictions in this Third Schedule

FOURTH SCHEDULE

HEALTHCARE PROVISION CONTRIBUTION

For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

“Healthcare Contribution”	means the sum of one hundred and seventy thousand seven hundred pounds (£170,700) Index Linked to be paid in accordance with the provisions of this Fourth Schedule
“Healthcare Contribution Purposes”	means the improvement of capacity for the benefit of patients of the primary care network operating in the vicinity of the Development and at Mount Avenue Surgery and Rockleigh Court Surgery in particular
“NHS”	the NHS Mid and South Essex Integrated Care System (or any replacement body)

1. The Owners covenant with the Council as follows:

- 1.1 on or prior to first Occupation of the First Phase of the Development to pay 30% of the Healthcare Contribution (Index Linked) to the Council as follows:
- 1.2 not to Occupy or cause or permit Occupation of the First Phase of the Development or any part of it until the Healthcare Contribution (Index Linked) referred to in paragraph 1.1 above has been paid to the Council; and
- 1.3 on or prior to first Occupation of the Second Phase of the Development to pay a further 30% of the Healthcare Contribution (Index Linked) to the Council:
- 1.4 not to Occupy or cause or permit Occupation of the Second Phase of the Development or any part of it until the Healthcare Contribution (Index Linked) referred to in paragraph 1.3 above has been paid to the Council; and
- 1.5 on or prior to first Occupation of the Third Phase of the Development to pay a further 30% of the Healthcare Contribution (Index Linked) to the Council:

- 1.6 not to Occupy or cause or permit Occupation of the Third Phase of the Development or any part of it until the Healthcare Contribution (Index Linked) referred to in paragraph 1.5 above has been paid to the Council
- 1.7 on or prior to first Occupation of the Fourth Phase of the Development to pay the balance of the Healthcare Contribution (Index Linked) (being 10% or any other sums that remain due and unpaid) to the Council:
- 1.8 not to Occupy or cause or permit Occupation of the Fourth Phase of the Development or any part of it until the Healthcare Contribution (Index Linked) referred to in paragraph 1.5 above has been paid to the Council
2. The Council covenants with the Owner as follows:
 - 2.1 on receipt of each of the Healthcare Contributions to provide the Owner with a written form of receipt;
 - 2.2 to pay each of the Healthcare Contributions to the NHS upon receipt of a legal undertaking from the NHS to the Council which confirms:
 - 2.2.1 that they will apply the Healthcare Contribution solely for Healthcare Contribution Purposes; and
 - 2.2.2 that they will provide full details to the Council and the Owner of the expenditure of the Healthcare Contribution such details shall include either a receipt for expenditure incurred or a contract committing such expenditure; and
 - 2.2.3 that they will return any unspent part of the Healthcare Contribution together with any interest accrued to the Owner after the expiry of five (5) years from the date of receipt by the Council of the final instalment Healthcare Contribution
 - 2.3 keep an up to date record of all payments from the Healthcare Contribution transferred by the Council to the NHS
 - 2.4 following receipt of a written request (not to be made prior to the expiration of (5) five years from the date of receipt by the Council of the last of the Healthcare Contributions) to repay to the party that paid the relevant contribution any unspent monies of the Healthcare Contributions still held by the Council (if any and including any funds received back by the NHS) together with any interest on the unexpended part calculated at the SONIA Rate from the date of payment until the date the unexpended part is actually repaid within 20 (twenty) Working Days of receiving the written request

3. The Owner acknowledges:
 - 3.1 the Council shall not be responsible for how the Healthcare Contributions are utilised by the NHS; and
 - 3.2 in the event that the NHS does not comply with paragraph 2.2.3 and/or 2.4 above and fails to return any unspent funds of the Healthcare Contributions (once the Council has transferred the Healthcare Contributions to the NHS but without prejudice to the rights of the entitled party to seek to enforce the obligations in paragraph 2.2 directly against the NHS) the Council shall provide to the Owner or otherwise the entitled party such information as it reasonably can to assist the Owner to enforce those obligations.

FIFTH SCHEDULE
ON-SITE OPEN SPACE WOODLAND AND VETERAN TREE MANAGEMENT

PART 1

For the purposes of this Deed and Part 1 of this Schedule the following expressions shall have the following meanings:

“Estate Management Strategy”

the scheme to be submitted and approved by the Council which for the avoidance of doubt as a minimum sets out

details of final designs and layout, methods of construction and materials and equipment to be installed together with a timetabled works programme and comprehensive maintenance programme in accordance with the Open Space Plan TOGETHER WITH details of how each area will be managed and maintained following Practical Completion and how it shall be funded and any other information the Council may reasonably require in respect of the following:

- the location of and the nature of each proposed area of Open Space within the Property (excluding the Education Site);
- all trees across the Property (save for those existing trees which will be covered by the Tree and Veteran Tree Strategy);
- the play areas;
- verges;
- all non-adopted roads, footpaths and cycleways;
- attenuation basins and other SuDS measures;
- the plaza;
- the maintenance access to the school; and
- car parking areas and curtilage of the apartments.

- “Management Company”** means the company set up for the purposes of managing and maintaining the Open Space on the Property in perpetuity
- “Open Space”** means the areas shown shaded green on the Open Space Plan and for the avoidance of doubt shall exclude the Ancient Woodland and the Veteran Tree to be provided within the Property in accordance with the Open Space Plan and the Open Space Scheme and the Planning Permission as agreed with the Council
- “Open Space Disposal”** a transfer of the Open Space to the Management Company to be approved in writing by the Council (approval not to be unreasonably withheld or delayed) and which inter alia shall contain the following provisions:
- The Owner shall transfer the fee simple estate free from financial charges (save for those set out in the title)
 - All easements and rights over the remainder of the Property reasonably necessary to provide access to the Open Space
 - Any exceptions and reservations over the Open Space for the benefit of the remainder of the Property in relation to access user drainage and services, support and access of light and air for the Property (including if relevant the Ancient Woodland and the Veteran Tree as defined in Part 2 of this Schedule)
 - Restrictive covenants by the Management Company for the benefit of the remainder of the Property and the Owner which shall be enforceable jointly and severally not to:
 - (i) Use or permit the use of the Open Space for any purpose other than for the provision of recreational facilities

or amenity land for use by the general public as Open Space in perpetuity

(ii) Use or permit the use of the Open Space in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance) annoyance disturbance

- A covenant by the Management Company that the Open Space shall be retained and maintained in accordance with provisions of the Open Space Plan, the Estate Management Strategy and the Planning Permission for the benefit of the public (which for the avoidance of doubt shall not necessarily constitute unrestricted public access other than in accordance with the relevant strategy)

“Open Space Plan”

means the plan annexed at the First Schedule to this Deed and numbered CR-001 and marked Open Space Plan showing the Open Space for each Phase (or such other drawing that may be agreed in writing by the Council from time to time)

1. The Owner covenants with the Council as follows:

1.1 Not to Commence the Development without the Council having approved in writing the Estate Management Strategy and the Open Space Plan

1.2 To provide and lay out each area of Open Space on the Property including any necessary ancillary facilities as set out in accordance with the approved Estate Management Strategy and the Open Space Plan (pursuant to paragraph 1 of this Schedule) to the reasonable satisfaction of the Council

1.3 Not to Occupy more than 60% of the Market Housing Units within a Phase until:

1.3.1 the Open Space for that Phase is laid out, provided and managed in accordance with the approved Estate Management Strategy and the Open Space Plan or as may otherwise be agreed in writing by the Council; and

1.3.2 the Management Company has been created to the satisfaction of the Council;

- 1.3.3 the draft Open Space Disposal to the Management Company has been submitted to and approved in writing by the Council
- 1.3.4 the memorandum and articles of association of the Management Company have been submitted to and approved in writing by the Council
- 1.4 To permit full and free public use of each area of Open Space in accordance with the Phasing Plan which shall be laid out in accordance with the preceding provisions of this Schedule PROVIDED THAT the Open Space may be temporarily closed in whole or in part to the public if and to the extent that:-
 - 1.4.1 works of maintenance, repair, cleansing, renewal or resurfacing need to be carried out;
 - 1.4.2 there is a risk to public health or public safety;
 - 1.4.3 closure is necessary to allow the redevelopment of the Property or any adjoining land in accordance with a subsequent planning permission;
 - 1.4.4 closure is necessary as part of the agreed strategy to encourage bio-diversity or establishment of planting; or
 - 1.4.5 the Parties agree that temporary closure is appropriate for some other reason
- 1.5 To maintain and manage at their own cost the Open Space strictly in accordance with the Estate Management Strategy and the Open Space Plan until the date of the Open Space Disposal as set out in paragraph 1.6 of this Schedule has been completed
- 1.6 Following the Council's written confirmation that the Open Space meets the requirements of the Estate Management Strategy and the Open Space Plan not later than twelve (12) months of First Occupation of the last Dwelling on the Property to be occupied to transfer the freehold or part thereof of the Open Space to the Management Company such transfer to include such items as necessary and outlined in the Open Space Disposal

PART 2

1. For the purposes of this Deed and Part 2 of this Schedule the following expressions shall have the following meanings:

“Ancient Woodland” means the area of land coloured yellow on the Open Space Plan

“Ancient Woodland Management Strategy” means a written report/ schedule in accordance with the approved Outline Woodland Management Report submitted to and approved in writing by the Council dated September 2023 (approval not to be unreasonably withheld or delayed) for the ongoing maintenance and management of the Part of the Ancient Woodland within the Property that covers the first ten (10) years following commencement of Development setting out how the woodland on the Property will be managed

“Ancient Woodland and Veteran Tree Disposal” a transfer of the Veteran Tree and/or the Ancient Woodland to the Management Company or other body approved as set out in paragraph 2.6 of Part 2 of this Fifth Schedule to be approved in writing by the Council (approval not to be unreasonably withheld or delayed) and which inter alia shall contain the following provisions:

- The Owner shall transfer the fee simple estate free from financial charges (save for those set out in the title)
- All easements and rights over the remainder of the Property reasonably necessary to provide access to the Ancient Woodland and Veteran Tree
- All easements and rights over the remainder of the Property necessary to implement the Ancient Woodland Management Strategy and the Veteran Tree Management Strategy and to ensure that long term care and maintenance can be provided

- Any exceptions and reservations for the benefit of the Property in relation to access user drainage and services, support and access of light and air for the Property
- Any exceptions and reservations over the Ancient Woodland and the Veteran Tree that are in accordance with the Ancient Woodland Management Strategy and the Veteran Tree Management Strategy
- Restrictive covenants for the benefit of the Property and the Owner which shall be enforceable jointly and severally not to:
 - (iii) Use or permit the use of the Ancient Woodland for any purpose other than as woodland in perpetuity
 - (iv) Use or permit the use of the Ancient Woodland in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance) annoyance disturbance

A covenant that the Ancient Woodland and Veteran Tree shall be retained and maintained in accordance with the Ancient Woodland Management Strategy, the Veteran Tree Management Strategy and the Planning Permission for the benefit of the public (which for the avoidance of doubt shall not necessarily constitute unrestricted public access other than in accordance with the relevant strategy)

“Ancient Woodland Management Company”

means the company set up for the purposes of managing and maintaining the Ancient Woodland and/or the Veteran Tree (and which may also be the same company as the Management Company intended to be responsible for the Open Space as set out in Part 1 of the Schedule) and which may (subject to Part 2 of this Schedule) manage and maintain the

Ancient Woodland and the Veteran Tree on the Property in perpetuity

“Tree and Veteran Tree Management Strategy”

means a written plan submitted and approved in writing by the Council (approval not to be unreasonably withheld or delayed) for the ongoing management that covers the first ten years following Practical Completion setting out how the Veteran Tree and other retained trees and tree belts on the Property will be protected, managed and maintained

“Veteran Tree”

the tree in the location shown shaded purple on the Open Space Plan

2. The Owner covenants with the Council as follows:

- 2.1 Not to Commence the Development without the Council having approved in writing the Ancient Woodland Management Strategy and the Tree and Veteran Tree Management Strategy
- 2.2 Not to Occupy more than 60% Market Housing Units until:
 - 2.2.1 the Ancient Woodland Management Company has been created to the satisfaction of the Council or a suitable alternative body identified;
 - 2.2.2 the draft Ancient Woodland and Veteran Tree Disposal has been submitted to and approved in writing by the Council
 - 2.2.3 the memorandum and articles of association for the Ancient Woodland Management Company have been submitted to and approved in writing by the Council
- 2.3 To maintain and manage at their own cost the, Ancient Woodland and Veteran Tree strictly in accordance with the Ancient Woodland Management Strategy and the Tree and Veteran Tree Management Strategy until the date of the Ancient Woodland and Veteran Tree Disposal as set out in paragraph 2.6 Part 2 of this Schedule has been completed
- 2.4 To provide and carry out any works required to the Ancient Woodland on the Property as set out and in accordance with the approved Ancient Woodland Management Strategy and to the Veteran Tree as set out in the Tree and Veteran Tree Management Strategy to the reasonable satisfaction of the Council

- 2.5 To permit use of the Ancient Woodland in accordance with the Ancient Woodland Management Strategy PROVIDED THAT the Ancient Woodland may be temporarily closed in whole or in part to the public if and to the extent that:-
- 2.5.1 works of maintenance, repair, cleansing, planting, renewal or resurfacing need to be carried out;
 - 2.5.2 there is a risk to public health or public safety;
 - 2.5.3 closure is necessary to allow the redevelopment of the Property or any adjoining land in accordance with a subsequent planning permission;
 - 2.5.4 closure is necessary as part of the agreed strategy to encourage biodiversity or establishment of planting; or
 - 2.5.5 the Parties agree that temporary closure is appropriate for some other reason
- 2.6 To use reasonable endeavours to transfer the entirety of the Ancient Woodland and the Veteran Tree to the Ancient Woodland Management Company or as otherwise agreed within 12 months following Completion of the Development in accordance with the Ancient Woodland and Veteran Tree Disposal for the sum of One Pound (£1.00)

SIXTH SCHEDULE

BIODIVERSITY NET GAIN

For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

“Biodiversity Metric”	the biodiversity accounting tool published by the Department for Environment, Farming and Rural Affairs whose purpose is the calculation of the biodiversity unit value of an area of land
“Biodiversity Objective”	the creation or enhancement of habitat on the Site to generate at least biodiversity net gain (BNG) of 24% (19.86 biodiversity units) net gain in habitat units, a hedgerow gain of 13% (3.02 biodiversity units) and a watercourse gain of 22% (0.58 biodiversity units)
“Habitat Monitoring Strategy”	a strategy to be agreed with the Council for the monitoring of the Site in accordance with the objectives of the Habitat Works Plan which shall include, as a minimum, an obligation to provide monitoring information by way of written reports (using the Natural England standard template or equivalent) to the Council’s Nominated Officer on the 1st, 2nd, 3 rd , 5th, 10th, 15th, 20th, 25 th and 30 th anniversary of the completion of the Development to the Council’s satisfaction
“Habitat Works”	the works to create and/or enhance habitat on the Site to achieve the Biodiversity Objective
“Habitat Works Commencement Notice”	a notice given by the Owner informing the Council of the intended date of commencement of the Habitat Works
“Habitat Works Plan”	a plan detailing the Habitat Works and the maintenance arrangements for the Site and the

Habitat Works for a period of at least thirty (30) years from completion of the Habitat Works

“Nominated Officer”

the senior officer of the Council nominated by the Council and notified to the Owner as responsible for development management or such other officer subsequently notified to the Owner from time to time

1. The Owner hereby covenants with the Council:
 - 1.1 No later than 2 months prior to the intended commencement of the Habitat Works to submit the Habitat Works Plan to the Council for its written approval.
 - 1.2 No later than 2 months prior to the intended commencement of the Habitat Works to submit the Habitat Monitoring Strategy to the Council for its written approval.
 - 1.3 Not to undertake any of the Habitat Works until such time as the Habitat Works Plan has been approved in writing by the Council.
 - 1.4 Not to undertake any of the Habitat Works until such time as the Habitat Works Commencement Notice has been served on the Council
 - 1.5 In the event a Habitat Works Commencement Notice has been served on the Council, to carry out the Habitat Works, in accordance with the approved Habitat Works Plan unless otherwise agreed in writing by the Council but FOR THE AVOIDANCE OF DOUBT, the Owner shall not be obliged to carry out the Habitat Works unless and until a Habitat Works Commencement Notice has been served on the Council.
 - 1.6 Following completion of the Habitat Works to invite the Nominated Officer to inspect the Habitat Works and thereafter permit the Nominated Officer to be able to inspect those areas of the Site where the Biodiversity Objective is being met to undertake its own monitoring if required.
 - 1.7 In the event that, following the inspection of the Habitat Works, the Nominated Officer is of the reasonable opinion that the Habitat Works do not conform with the approved Habitat Works Plan, to carry out such works which, in the reasonable opinion of the Council are required to remedy the non-conformity.
 - 1.8 Following completion of the Habitat Works pursuant to paragraphs 1.5 – 1.7 of this Schedule, to maintain the Habitat Works in accordance with the approved Habitats Works Plan, except as otherwise approved in writing by the Council.

- 1.9 To monitor the Site and the Habitat Works in accordance with the approved Habitat Monitoring Strategy, except as otherwise approved in writing by the Council.

SEVENTH SCHEDULE
SPORT PROVISION
PART 1
OUTDOOR SPORT PROVISION

1 For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

“Changing Room Contribution”	means the sum of four hundred and eighty-eight thousand eight hundred and twenty-three pounds (£488,823.00) Index Linked from Q2 2022 to be paid to the Council
“Changing Room Contribution Purposes”	means provision or enhancement of sports pitch or field or court changing rooms at the Football Hub at the Brentwood Centre
“Outdoor Sports Contribution”	means the Changing Room Contribution and the Pitches Contribution to be paid to the Council
“Pitches Contribution”	means the sum of three hundred and fifty-nine thousand and six hundred and sixty-one pounds (£359,661.00) Index Linked from Q2 2022 to be paid to the Council
“Pitches Contribution Purposes”	means provision or enhancement of sports pitches at the Football Hub at the Brentwood Centre

2. The Owners covenant with the Council as follows:

- 2.1 on or prior to first Occupation of the First Phase of the Development to pay 30% of the Outdoor Sports Contribution (Index Linked) to the Council as follows:
- 2.2 not to Occupy or cause or permit Occupation of the First Phase of the Development or any part of it until the Outdoor Sports Contribution (Index Linked) referred to in paragraph 2.1 above has been paid to the Council; and

- 2.3 on or prior to first Occupation of the Second Phase of the Development to pay a further 30% of the Outdoor Sports Contribution (Index Linked) to the Council:
 - 2.4 not to Occupy or cause or permit Occupation of the Second Phase of the Development or any part of it until the Outdoor Sports Contribution (Index Linked) referred to in paragraph 2.3 above has been paid to the Council; and
 - 2.5 on or prior to first Occupation of the Third Phase of the Development to pay a further 30% of the Outdoor Sports Contribution (Index Linked) to the Council:
 - 2.6 not to Occupy or cause or permit Occupation of the Third Phase of the Development or any part of it until the Outdoor Sports Contribution (Index Linked) referred to in paragraph 2.5 above has been paid to the Council
 - 2.7 on or prior to first Occupation of the Fourth Phase of the Development to pay the balance of the Outdoor Sports Contribution (Index Linked) (being 10% or any other sums that remain due and unpaid) to the Council:
 - 2.8 not to Occupy or cause or permit Occupation of the Fourth Phase of the Development or any part of it until the Outdoor Sports Contribution (Index Linked) referred to in paragraph 2.7 above has been paid to the Council
3. The Council hereby covenants with the Owner to:-
- 3.1 provide a written form of receipt for each payment of the Outdoor Sport Contribution on receipt of the Outdoor Sport Contribution pursuant to paragraph 2 above;
 - 3.2 place each Outdoor Sport Contribution when received into an interest bearing account with a clearing bank and to utilise the Pitches Contribution for the Pitches Contribution Purposes and the Changing Room Contribution for the Changing Room Contribution Purposes;
 - 3.3 upon receipt of a request in writing to do so to be received by the Council no sooner than the fifth (5th) anniversary of the date of the last payment to the Council to return to the party who deposited the Outdoor Sport Contribution the unexpended part of the Outdoor Sport Contribution together with interest accrued calculated at the SONIA Rate from the date of payment until the date the unexpended part is actually repaid;

- 3.4 where at the fifth (5th) anniversary of the date of the last payment to the Council a legally binding unconditional contract has been entered into by the Council in respect of the Changing Room Contribution Purposes the Council shall be entitled to utilise the Changing Room Contribution to make payment under such a contract for a further period of twelve (12) months;
- 3.5 where at the fifth (5th) anniversary of the date of the last payment to the Council a legally binding unconditional contract has been entered into by the Council in respect of the Pitches Contribution Purposes the Council shall be entitled to utilise the Pitches Contribution to make payment under such a contract for a further period of twelve (12) months
- 3.6 that upon receipt of a written request(s) from the party who deposited the Outdoor Sport Contribution the Council shall provide that party with a statement confirming whether the Changing Room Contribution and/or the Pitches Contribution have been spent and if the Changing Room Contribution and/or the Pitches Contribution have been spent in whole or in part outlining how the Changing Room Contribution and/or the Pitches Contribution have in whole or in part been spent.

PART 2

INDOOR SPORTS PROVISION

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meaning:

"Indoor Sport Contribution"	means the Sports Hall Contribution and the Swimming Pool Contribution to be paid to the Council
"Sports Hall Contribution"	means the sum of three hundred and fifty-three thousand five hundred and forty-three pounds (£353,543.00) Index Linked from Q2 2022 to be paid to the Council
"Sports Hall Contribution Purposes"	means provision or enhancement of sports halls at the Brentwood Centre

“Swimming Pool Contribution”	means the sum of three hundred and ninety thousand three hundred and thirteen pounds (£390,313) Index Linked from Q2 2022 to be paid to the Council
“Swimming Pool Contribution Purposes”	means provision or enhancement of public swimming pools at the Brentwood Centre

2. The Owners covenant with the Council as follows:
 - 2.1 on or prior to first Occupation of the First Phase of the Development to pay 30% of the Indoor Sports Contribution (Index Linked) to the Council as follows:
 - 2.2 not to Occupy or cause or permit Occupation of the First Phase of the Development or any part of it until the Indoor Sports Contribution (Index Linked) referred to in paragraph 2.1 above has been paid to the Council; and
 - 2.3 on or prior to first Occupation of the Second Phase of the Development to pay a further 30% of the Indoor Sports Contribution (Index Linked) to the Council:
 - 2.4 not to Occupy or cause or permit Occupation of the Second Phase of the Development or any part of it until the Indoor Sports Contribution (Index Linked) referred to in paragraph 2.3 above has been paid to the Council; and
 - 2.5 on or prior to first Occupation of the Third Phase of the Development to pay a further 30% of the Indoor Sports Contribution (Index Linked) to the Council:
 - 2.6 not to Occupy or cause or permit Occupation of the Third Phase of the Development or any part of it until the Indoor Sports Contribution (Index Linked) referred to in paragraph 2.5 above has been paid to the Council
 - 2.7 on or prior to first Occupation of the Fourth Phase of the Development to pay the balance of the Indoor Sports Contribution (Index Linked) (being 10% or any other sums that remain due and unpaid) to the Council:
 - 2.8 not to Occupy or cause or permit Occupation of the Fourth Phase of the Development or any part of it until the Indoor Sports Contribution (Index Linked) referred to in paragraph 2.7 above has been paid to the Council

3. The Council hereby covenants with the Owner to:-
- 3.1 provide a written form of receipt for each payment of the Indoor Sport Contribution on receipt of the Indoor Sport Contribution pursuant to paragraph 2 above;
 - 3.2 place each Indoor Sport Contribution when received into an interest bearing account with a clearing bank and to utilise the Sports Hall Contribution for the Sports Hall Contribution Purposes and the Swimming Pool Contribution for the Swimming Pool Contribution Purposes;
 - 3.3 upon receipt of a request in writing to do so to be received by the Council no sooner than the fifth (5th) anniversary of the date of the last payment to the Council to return to the party who deposited the Indoor Sport Contribution the unexpended part of the Indoor Sport Contribution together with interest accrued calculated at the SONIA Rate from the date of payment until the date the unexpended part is actually repaid;
 - 3.4 where at the fifth (5th) anniversary of the date of the last payment to the Council a legally binding unconditional contract has been entered into by the Council in respect of the Sports Hall Contribution Purposes the Council shall be entitled to utilise the Sports Hall Contribution to make payment under such a contract for a further period of twelve (12) months;
 - 3.5 where at the fifth (5th) anniversary of the date of the last payment to the Council a legally binding unconditional contract has been entered into by the Council in respect of the Swimming Pool Contribution Purposes the Council shall be entitled to utilise the Swimming Pool Contribution to make payment under such a contract for a further period of twelve (12) months
 - 3.6 that upon receipt of a written request(s) from the party who deposited the Indoor Sport Contribution the Council shall provide that party with a statement confirming the Sports Hall Contribution and/or the Swimming Pool Contribution have been spent and if the Sports Hall Contribution and/or the Swimming Pool Contribution have been spent in whole or in part outlining how the Sports Hall Contribution and/or the Swimming Pool Contribution have in whole or in part been spent.

- 3.7 that upon receipt of a written request(s) from the party who deposited the Indoor Sport Contribution the Council shall provide that party with a statement confirming whether the Sports Hall Contribution and/or the Swimming Pool Contribution have been spent and if the Sports Hall Contribution and/or the Swimming Pool Contribution have been spent in whole or in part outlining how the Sports Hall Contribution and/or the Swimming Pool Contribution have in whole or in part been spent

EIGHTH SCHEDULE

PUBLIC REALM IMPROVEMENT CONTRIBUTION and RAILWAY STATION CYCLE INFRASTRUCTURE CONTRIBUTION

In this Schedule unless the context requires otherwise the following words, expressions and terms shall have the following meanings

“Public Realm Improvement Contribution”	means the sum of one million eight hundred and twenty-six thousand two hundred and fifty-five pounds (£1,826,255) payable to the Council to which sum Indexation shall be added
“Public Realm Improvement Contribution Purposes”	means utilising the Public Realm Improvement Contribution to improve the public realm at Shenfield Railway Station
“Railway Station Cycle Infrastructure Contribution”	means the sum of forty-two thousand two hundred and twenty-six pounds (£42,226) payable to the Council to which sum Indexation shall be added
“Railway Station Cycle Infrastructure Contribution Purposes”	means utilising the Railway Station Cycle Infrastructure Contribution towards improved cycling facilities and infrastructure at Shenfield Railway Station

The Owner hereby covenants with the Council

2 The Owner covenant with the Council as follows:

- 2.1 on or prior to first Occupation of the Development to pay 50% of the Public Realm Improvement Contribution (Index Linked) and 50% of the Railway Station Cycle Infrastructure Contribution to the Council as follows:
- 2.2 not to Occupy or cause or permit Occupation of the Development or any part of it until 50% of the Public Realm Improvement Contribution (Index Linked) and 50% of the Railway Station Cycle Infrastructure Contribution (Index Linked) referred to in paragraph 2.1 above has been paid to the Council; and

- 2.3 on or prior to first Occupation of 50% of the Dwellings to pay a further 50% of the Public Realm Improvement Contribution (Index Linked) and a further 50% of the Railway Station Cycle Infrastructure Contribution (Index Linked) to the Council
- 2.4 not to Occupy or cause or permit Occupation of more than 50% of the Development or any part of it until the remaining 50% of the Public Realm Improvement Contribution (Index Linked) and the remaining 50% of the Railway Station Cycle Infrastructure Contribution referred to in paragraph 2.3 above has been paid to the Council
- 2.5 In the event that the Public Realm Improvement Contribution and/ or Railway Station Cycle Infrastructure Contribution are paid later than date set out in paragraphs 2.1 and 2.3 above of this Eighth Schedule then the amount of the Public Realm Improvement Contribution or part thereof and/ or Railway Station Cycle Infrastructure Contribution or part thereof payable by the Owner shall in addition include Indexation together with Late Payment Interest
- 2.6 In addition to the requirement of paragraph 2.5 above in the event that any sum due to be paid by the Owner to the Council pursuant to this Eighth Schedule should not be received by the Council by the date that the sum is due then the Owner hereby covenants to pay to the Council within ten (10) Working Days of receiving a written such request all reasonable costs that the Council has incurred as a result of or in pursuance of such late payment.
3. The Council hereby covenants with the Owner to:-
 - 3.1 provide a written form of receipt for each payment of the Public Realm Contribution and Railway Station Cycle Infrastructure Contribution on receipt of the Public Realm Contribution and Railway Station Cycle Infrastructure Contribution pursuant to paragraph 2 above
 - 3.2 place each Public Realm Improvement Contribution and Railway Station Cycle Infrastructure Contribution when received into an interest bearing account with a clearing bank and to utilise the Public Realm Improvement Contribution for the Public Realm Improvement Contribution Purposes and utilise the Railway Station Cycle Infrastructure Contribution for the Railway Station Cycle Infrastructure Contribution Purposes
 - 3.3 upon receipt of a request in writing to do so to be received by the Council no sooner than the tenth (10th) anniversary of the date of payment to the Council to return to the

party who deposited the Public Realm Improvement Contribution and/or the Railway Station Cycle Infrastructure Contribution the unexpended part of the Public Realm Improvement Contribution and/ or the Railway Station Cycle Infrastructure Contribution together with interest accrued calculated at the SONIA Rate from the date of payment until the date the unexpended part is actually repaid;

- 3.4 where at the tenth (10th) anniversary of the date of payment to the Council a legally binding unconditional contract has been entered into by the Council in respect of the Public Realm Improvement Contribution Purposes and/or the Railway Station Cycle Infrastructure Contribution Purposes the Council shall be entitled to utilise the Public Realm Improvement Contribution and/ or the Railway Station Cycle Infrastructure Contribution to make payment under such a contract for a further period of twelve (12) months;
- 3.6 that upon receipt of a written request(s) from the who deposited the Public Realm Improvement Contribution and/or the Railway Station Cycle Infrastructure Contribution the Council shall provide that party with a statement confirming whether the Public Realm Improvement Contribution and/ or the Railway Station Cycle Infrastructure Contribution have been spent and if the Public Realm Improvement Contribution and/or the Railway Station Cycle Infrastructure Contribution have been spent in whole or in part outlining how the Public Realm Improvement Contribution and/ or the Railway Station Cycle Infrastructure Contribution have in whole or in part been spent.

NINTH SCHEDULE

EDUCATION SITE

For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

“Collateral Warranties”	means deeds of collateral warranties in a form reasonably required and provided by the County Council and or the County Council's Nominee in relation to the Contracts for the Education Site Works from (where applicable): a) the appointed design and build contractor and/ or the Professional Team and all sub-contractors instructed by them in relation to the Education Site Works; or b) where the Owner undertakes the Education Site Works, the Owner, Professional Team and all sub-contractors instructed by them in relation to the Education Site Works;
“Competent Authority”	means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers
“County Council's Nominee”	means any person(s) company (ies) body (ies) or organisation(s) that the County Council shall employ fund or work in partnership with and or in connection with the design construction commissioning running or maintenance of the Education Facility and for the avoidance of doubt the County Council's Nominee may include any providers of free state education or childcare of any type; but any rights granted to such a party are only in the capacity of and

whilst they remain the County Council's Nominee which can be changed at any time where necessary

“Contracts”

means the contracts entered into by the Owner in relation to the Education Site Works including (but not limited to) sub-contracts and any appointments with the Professional Team excluding minor works

“County Council’s Surveyor”

means such surveyor or other consultant appointed by the County Council from time to time to monitor the Education Site Works

“Education Facility”

means indoor and outdoor facilities for primary education and early years and childcare sports and ancillary uses (paid or otherwise) commensurate to the capacity of the Education Site

“Education Site”

means the 2 hectares of land identified cross-hatched pink on the Shenfield Site Location Plan 2 drawing reference 22-1643.120C attached at the First Schedule (being the land the subject of the application for outline permission reference 23/01159/OUT) subject to any minor adjustments agreed between the Owner and the County Council both acting reasonably

“Education Site Access Plan”

means the plan reference 22 1643 211 setting out the location design and specification of routes on the Property to provide access to the Education Site that shall prior to the opening of the Education Facility be constructed to adoptable standards and which shall provide to the boundary of and at level with the Education Site without ransom-strip as shown on the

Education Site Access Plan unrestricted separate:

(a) pedestrian access via a paved pedestrianised public area of at least two hundred (200) metres square abutting the boundary of the Education Site and not contiguous with any road highway car-park or area where vehicles except for emergency vehicles may enter; and

(b) a separate vehicular access to the boundary of the Education Site for construction grounds maintenance and emergency vehicles; and

(c) a separate vehicular access to the boundary of the Education Site for parking delivery and emergency access; and

“Education Site Notice”

means the notice that the County Council may serve on the Owner pursuant to Paragraph [5] of this Ninth Schedule

“Education Site Option Period”

means a period of time starting with the date that one hundred (100) Dwellings are Occupied for the first time and ending ten (10) years after this date

“Education Site Specification”

means the criteria set out in the ‘Education Site Specification’ appended to this Eighth Schedule at Appendix 1 of this Schedule with which the Education Site must comply so far as reasonably possible

“Education Site Transfer Terms”

means all terms and conditions in this Deed to be met by the Owner to facilitate the transfer of the Education Site to the County Council or to the County Council’s Nominee

“Education Site Utility Plan”	means the plan reference 0709 001 SK A setting out the design specification and layout of Utilities infrastructure that shall meet the County Council’s requirements to properly and sufficiently serve the Education Facility and shall be provided by the Owner to the boundary of the Education Facility at the points shown on the Education Site Utility Plan and that shall where specified provide the capacities set out in the ‘Minimum Education Site Utility Capacities’ appended to this Ninth Schedule as a minimum
“Education Site works”	means all reasonable works required to render the Education Site congruent to the Education Site Specification and fit for the future construction of and use as an Education Facility in all respects to the reasonable satisfaction of the County Council
“Law”	means but is not limited to any applicable Act of Parliament, statutory legislation, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978 (as amended), exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bylaw, regulatory policy, guidance or industry code, judgment of a relevant Court of law, or directives or requirements of any Regulatory Body of which the Provider is bound to comply and any reference to Laws shall be construed accordingly
“Minimum Insurance Requirements”	means the minimum insurance requirements set out at Appendix 2 of this Ninth Schedule
“Notice of Completion of Making Good”	means the certificate or written statement issued by the Owner certifying that any defects,

shrinkages or faults appearing in the Education Site Works during the Rectification Period have been made good

“Professional Team”

means the architects, structural engineers, mechanical and electrical engineers and any other consultant or subcontractor with design responsibility from time to time employed by the Owner or the Developer as applicable, in connection with the carrying out and completion of the Education Site Works

“Practical Completion”

in this Ninth Schedule means the issue of a Practical Completion Statement issued by the Owner and or the Developer confirming the point at which the Education Site Works have been completed, by the Owner and inspected and agreed by the County Council as available to be occupied for construction of an Education Facility and inspection pursuant to paragraph 4.6 with all services provided to the connection points as shown on the Education Site Utility Plan and access to and from any common areas of the Development required to access the Education Site available except for minor defects that can be put right without undue interference or disturbance to the occupiers of the Education Site

“Practical Completion Statement”

means the written statement stating that Practical Completion has occurred and setting out the date on which Practical Completion occurred where the Owner has carried out the Education Site Works

“Rectification Period”

means a period of two (2) years following Practical Completion of Education Site Works

“Requisite Consents”

means planning permission (any conditions attached to planning permission), building regulation approvals, by-law approvals, and any other consents, licences and authorisations required from any Competent Authority for the carrying out of the Education Site Works

“Remedial Works”

means works required to render the Education Site congruent to the Education Site Specification and suitable for the future construction of an Education Facility

“Utilities”

means water electricity telephone broadband foul drainage and surface water drainage as shown on the Education Site Utilities Plan with appropriate rights to use all relevant delivery infrastructure

1. From the date of this Deed the Owner hereby covenants with the County Council so as to bind their interest in the Education Site as follows:
 - 1.1 not to use or allow or permit any works or activities to be carried out on the Education Site that may render the Education Site unsuitable for future use as an Education Facility in any way or add to the cost or time taken to construct an Education Facility. For the avoidance of doubt storage and or car parking is approved until such time as the Education Site Notice is served
 - 1.2 to share with and provide at no cost to the County Council and or the County Council's Nominee as appropriate any relevant data studies surveys drawings reports mapping and or other evidence held that may be of assistance in the design and or construction and or commissioning of an Education Facility on the Education Site which shall for the avoidance of doubt include such information pertaining to topography ecology archaeology contamination arboriculture noise and Utilities including depths invert levels and manhole locations as the Owner has available
 - 1.3 to agree the form of the Collateral Warranties with the County Council prior to entering into those Contracts and provide Collateral Warranties backed by appropriate insurance in a form as agreed by the County Council for the benefit of the County Council and or the County Council's Nominee and to meet the minimum specification outlined in paragraph 4.6 below

- 1.4 not to create or grant any encumbrances on or over the Education Site without the written consent of the County Council (not to be unreasonably withheld or delayed) other than a charge to a bona fide UK based financial institution but only on the basis that such a charge will be discharged on or immediately before transfer of the Education Site to the County Council or the County Council's Nominee
- 1.5 if in the reasonable opinion of the County Council there are any other encumbrances that would detriment and or severely delay the transfer of the Education Site to the County Council pursuant to this Ninth Schedule then the Owner shall be required to use their reasonable endeavours (at their own cost) to release remove insure and or vary such encumbrances prior to the service of the Education Site Notice and or as directed by the County Council acting reasonably
- 1.6 to consent to and to promptly register the following restriction against the Education Site at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Essex County Council of County Hall, Market Road, Chelmsford, Essex CM1 1QH or their conveyancer that the provisions of paragraphs 1.4 and 1.5 of the Ninth Schedule to a Deed dated _____ and made between Brentwood Borough Council (1) Essex County Council (2) Sajas Limited (3) Nigel Flint and Vanessa Hunneybel (Executors of Derek Harry James Flint) and Kenneth John Flint (4) and Croudace Homes Limited (5) have been complied with or that they do not apply to the disposition.

- 1.7 the County Council hereby consents to the transfer of the land to the Developer on the basis that the Developer has covenanted in clause 21 that its interest in the Site is bound by these obligations and will provide a certificate on reasonable request
2. At any time during the Education Site Option Period the County Council may at the County Council's total discretion serve the Education Site Notice on the Owner PROVIDED that an Education Site Notice can only be served where the County Council reasonably anticipates that the Education Site will be required by the County Council for education purposes and where the need for the Education Site does not or is not anticipated to arise from the closure through a statutory process of Long Ridings Primary School, Shenfield.
3. On service of the Education Site Notice the Owner further covenants with immediate effect:

- 3.1 to grant to the County Council and or the County Council's Nominee (until adoption) free and uninterrupted use passage and running of all Utilities and the like over through and along all Utilities infrastructure (permanent and or temporary) and the like which shall at the time exist or which shall within eighty (80) years of the Commencement exist and serve the Education Site
- 3.2 to grant to the County Council and or the County Council's Nominee the free and uninterrupted access (until adoption) with or without vehicles and for all purposes over any roads or routes (temporary or permanent) serving the Education Site constructed or to be constructed within a period of eighty (80) years from the Commencement Date which are intended for public or construction use; and
- 3.3 to obtain the written approval of the County Council in relation to the Education Site Specification and prior to the Commencement of the Education Site Works, the Owner shall provide the County Council with a programme for the Education Site Works within 30 working days of receipt of the Education Site Notice
4. The Owner covenants to within six (6) months of the date on which the Education Site Notice is served:
 - 4.1 with all due diligence to undertake and complete in full the Education Site Works to the County Council's reasonable satisfaction;
 - 4.2 to keep the County Council informed of progress of the Education Site Works and provide the County Council with access to Education Site in order to monitor construction and compliance with the Education Site Specification and this Deed;
 - 4.3 to allow and grant the County Council and the County Council's Nominees free uninterrupted access to the Education Site with or without vehicles plant and machinery for the purposes of investigation or verification that the Education Site Works have been satisfactorily completed and or for the purposes of carrying out works for the laying out of playing fields or any other works which the County Council may reasonably require in pursuit of the establishment of an Education Facility;
 - 4.4 to provide to the boundary of the Education Site at the points shown on the Education Site Utilities Plan with rights to use adequate infrastructure sufficient to bring suitable and adequate electricity and water and drainage (foul and surface water) to the Education Site for uninterrupted construction and commissioning of the Education Facility until such time as connection to all permanent Utilities is provided pursuant of Paragraph 6.1 of this Schedule and until such permanent Utilities have been commissioned rendering the temporary supplies unnecessary ensuring always that there is no break in supply from such Utilities to the Education Site during any required changeover;

4.5 to provide and grant to the County Council and the County Council's Nominee access for the free and uninterrupted passage ingress and egress of plant machinery vehicles and pedestrians over the Property from the existing maintainable highway to the boundary of Education Site such routes as set out in the Education Site Access Plan which shall remain in existence and be maintained at the Owner's expense until such time as a permanent maintainable highway has been provided over such route and which is open to the public to the boundary of the Education Site pursuant to Paragraph [5.2] of this Schedule;

4.6 to provide Collateral Warranties for the benefit of the County Council and or the County's Nominee and for a period of twelve (12) years from Practical Completion of the Education Site Works each of which:

a) shall be in a form to be agreed with the County Council prior to entering into the Contracts;

b) are entered into as a deed;

c) warrants that:

i) the party giving the warranty have complied and will continue to comply with the Contracts; or

ii) the Owner has complied and will continue to comply with its obligations set out in this Ninth Schedule

d) includes obligations to exercise reasonable skill and care in carrying out any design;

e) includes obligations to exercise reasonable skill and care not to use or specify for use any deleterious materials;

f) meets the Minimum Insurance Requirements;

g) grants to the beneficiary an irrevocable and royalty-free licence to use any intellectual property rights in relation to the Works vested in the Owner or the party giving the warranty;

h) contains no exclusions that affect the liability of the Owner or the party giving the warranty to the beneficiary other than an exclusion limiting liability to the relevant Minimum Insurance Requirements

i) provides to the beneficiary the right to assign the Collateral Warranties; and

j) includes step-in rights

4.7 The Owner shall take any action reasonably required by the County Council within 30 working days of written request from the County Council acting reasonably to enforce the Contracts and shall be responsible for all associated costs where:

a) it is not legally possible for Collateral Warranties to be obtained; and

b) there is a genuine default or defect with the Education Site Works

4.8 The Owner shall procure that:

4.8.1 the County Council is given at least 20 Working Days prior written notice to inspect the Education Site Works and shall allow the County Council and the County Council's Surveyor to attend the inspection prior to the issuing of the Practical Completion Statement

4.8.2 a copy of the Practical Completion Statement is given to the County Council as soon as practicable after its issue together with a copy of any accompanying snagging list; and

4.8.3 The issue of the Practical Completion Statement shall be conclusive evidence binding on the parties that the Education Site Works have been completed, subject to the Owner's obligations during the Rectification Period and without prejudice to any outstanding breach by the Owner of the terms of this Deed

4.9 During the Rectification Period:

4.9.1 The Owner shall remedy or procure the remedy of any defects, shrinkages or faults appearing in the Education Site Works during the Rectification Period including those notified by the County Council's Nominee; and

4.9.2 The Owner shall, in a timely manner, make good any snagging issues. Snagging to be limited to standard or defective workmanship or product failure or latent defects as agreed between the Owner and the County Council's approved inspector before snagging work is carried out

4.9.3 the County Council or the County Council's Surveyor may make written representations to the Owner identifying defects, shrinkages or faults in the Education Site Works, and the Owner shall remedy or shall enforce to remedy any defects, shrinkages or faults appearing in the Education Site Works during the Rectification Period including those notified by the County Council.; and

4.9.4 In the event of dispute regarding defective works, the parties agree to follow the provisions of clause 17 (Disputes Provisions)

4.10 The Owner shall procure that:

4.10.1 the County Council is given at least 20 Working Days' notice to inspect the Education Site Works and shall procure that the County Council and the County Council's Surveyor are permitted to attend the inspection prior to the issuing of the Notice of Completion of Making Good; and

4.10.2 the County Council is given a copy of the Notice of Completion of Making Good as soon as practicable after its issue

4.11 In the event that the Education Site Works are found by the County Council not to meet the Education Site Specification in full the County Council or the County's Nominee shall be entitled to:

4.11.1 access the Education Site and carry out Remedial Works; and

4.11.2 recover all costs reasonably incurred by the County Council or the County's Nominee and any incidental expenses in connection with the Remedial Works from the Owner and or the Owner's Guarantor within twenty eight (28) days of completion of the Remedial Works

4.12 The Owner hereby covenants with the County Council:

4.12.1 to complete the transfer of the Education Site to the County Council or if so directed by the County Council to the County Council's Nominee free from all encumbrances and restrictions and overages and on the Education Site Transfer Terms in exchange for consideration not exceeding in total the sum of one pound sterling (£1) plus an amount constituting 50% of the educational land parcel at education use value of £100,000 (One hundred thousand pounds) per hectare plus the Relevant Education Indexation the form of transfer which shall be provided by the County Council and agreed by the parties acting reasonably;

4.12.2 to pay the legal costs and disbursements incurred by the County Council for all aspects of the legal process to include but not limited to legal costs in connection with the preparation, negotiation and completion of the Collateral Warranties; and

4.12.3 to pay the costs of the County Council's Surveyor including but not limited to all reasonable inspection fees

5. The Owner hereby covenant to within twelve (12) months of the date on which the Education Site Notice is served and prior to and/or on the date of the Transfer of the Education Site to the County Council whichever is sooner

5.1 provide the Utilities as set out and agreed by the County Council in the Education Site Utility Plan;

5.2 provide the access as set out and agreed by the County Council in the Education Site Access Plan;

6 The County Council hereby covenants with the Owner for the benefit of the remainder of the Property:

6.1 that if it resolves that an Education Site Notice will not be served within the Education Site Option Period it will notify the Owner as soon as reasonably possible once such a decision has been made and formally approved

6.2 If the Education Site is acquired, to use the Education Site for the sole purpose of an Education Facility including any ancillary uses paid or otherwise that shall not detract from the primary function of the Education Facility; and

6.3 that in the event that the whole or a substantial part of the Education Site is not being used as an Education Facility on the tenth (10th) anniversary of the Education Site being transferred to the County Council or the County Council's Nominee and it is not demonstrated that such lack of use is a temporary situation and/or there will be a need for such future use then in the absence of a legally binding contract or obligation requiring the construction or provision of facilities pertaining to an Education Facility the Owner may serve on the County Council or the County Council's Nominee as appropriate a notice requiring that the part or the parts of the Education Site that are not being used as an Education Facility shall be transferred back to the party that transferred the Education Site to the County Council with vacant possession in consideration of the sum to be calculated in accordance with clause 4.12.1 and equal to the consideration paid when the Education Site was purchased together with the Relevant Education Indexation to include the legal costs and disbursements incurred by the County Council for all aspects of the legal process

6.4 that if the Education Site Notice is not served within the Education Site Option Period, or if the provisions of paragraph 6.1 come into effect the County Council will promptly apply to H M Land Registry for the removal of the restriction referred to in paragraph 1.6 and any similar or related entries protecting the Education Site

6.5 that if the Education Site Notice is not validly served within the Education Site Option Period, or if the provisions of paragraph 6.1 come into effect or the Education Site is not acquired, or is returned pursuant to paragraph 6.3, the provisions of this Schedule shall cease and no longer be of any effect in relation to the Education Site

7. The Standard Commercial Property Conditions (Third Edition) ("the Standard Conditions") shall apply in so far as they are not inconsistent with the terms of this Deed and for the avoidance of doubt in the event that there is an inconsistency with the Standard Conditions any term or terms of this Deed or the County Council's requirements as set out in this Deed then the terms of this Deed shall prevail

APPENDIX 1

MINIMUM INSURANCE REQUIREMENTS

The Collateral Warranties shall meet the following minimum insurance requirements:

a) Collateral Warranties from the Owner or Building Contractor - professional indemnity insurance of £10,000,000 (ten million pounds) on an each and every claim basis for a period of not less than twelve (12) years from the date of Practical Completion; and.

b) Collateral Warranties from Sub Contractors - professional indemnity insurance of £2,000,000 (two million pounds) on an each and every claim basis for a period of not less than twelve (12) years from the date of Practical Completion unless a lower figure is agreed in writing by the County Council; and

c) Collateral Warranties from the Professional Team - professional indemnity insurance of £1,000,000 (one million pounds) on an each and every claim basis for a period of not less than twelve (12) years from the date of Practical Completion

APPENDIX 2

EDUCATION SITE SPECIFICATION

Subject to the express written agreement of the County Council:

The Education Site shall be or have:-

- Land suitable in size for the construction of high quality education buildings and outside spaces
- Flat ground
- Broadly level (a gradient of 1 in 70, across the width, is ideal to assist water run-off from most pitches)
- Level with surrounding areas and in particular with suitable points of access (vehicular and pedestrian)
- Suitable points of vehicular access for construction purposes
- Suitable points of vehicular access to the playing fields
- Suitable points of vehicular access for emergency purposes
- Adjacent to suitable areas of public realm for congregation at ingress and egress
- Site as defined on site location plan 2 drawing ref 22-1643-120C
- At least 30cm of clean free draining stone free topsoil (see note 1 below)
- Free draining
- Capable of accommodating standard trench fill / strip foundations
- Suitably fenced including gates at all proposed access points (see note 2 below)
- Compliant with the Site Utility Capacities set out at note 3 below
- Accessible as defined in the Education Site Access Plan Not crossed by any public rights of way or access wayleaves
- Not liable to flooding
- Not crossed by or bounded by any power-lines including underground power lines (other than those serving the Education Site)
- Not crossed by and sufficiently distant from any gas mains (other than those serving the Education Site)
- Free of items or structures of archaeological interest
- Free from protected species or habitats of special interest
- Not part of a conservation area or subject to any special planning authority restrictions
- Free of pollution, contamination and other risk factors

- Free of soil and water table contamination
- Outside any current or proposed 55db LAeq (30min) noise source or contour unless acceptably mitigated (and the Noise Mitigation Contribution has been assessed to provide such mitigation)
- Free from radiation or potential sources thereof
- Compliant with air quality standards
- Free from invasive plants such as Japanese Knotweed
- Not affected by ground gasses and vapours
- Free from encumbrances that may need to be removed
- Free of buildings and other surface structures
- Free from trees on or abutting the Education Site
- Free of pipes, conduit chambers, cables and the like and within 10 metres of the Education Site (other than those serving the Education Site)
- Free of ponds, ditches or water courses
- Free from foundations, fuel tanks and other buried structures
- Free from spoil and fly tipping
- Free from filled spaces including mineral workings and land fill
- Free of void spaces including wells, sumps and pits
- Compliant with the HSE PADHI assessment

Note 1

Soil Quality Requirement

The levels of any compound in the soil, to a depth of at least three metres below the final soil level, shall not exceed figures set for residential end use as defined by the Soil Guideline Values (SGV) derived using the Contaminated Land Exposure Assessment (CLEA) model and published by the Environment Agency and also the Generic Assessment Criteria values published by Land Quality Management and the Chartered Institute of Environmental Health at the time of the assessment. Any contaminants leaching from the Education Site must not exceed the levels published in the United Kingdom Environmental Quality Standards (statutory and proposed).

Note 2

Fence Requirements

Prior to transfer to the County Council the Education Site must be fenced by a [2.4 metre high] welded mesh polyester powder coated (conforming to BS1722-16:1992) fence with vertical wire diameter of at least 5mm and horizontal wire diameter of at least 7mm conforming to BS 1722 Part 14:2001 'specification for open mesh steel panel fences Category 1 (general purpose fences up to 2.4m high)' and gated at both highway access points.

Where congruent to vegetation or soft landscaping the fence must be supplemented by rabbit-proof fencing that shall be a minimum of 0.9m in height. The rabbit-proof fencing must be constructed with wire netting, to be 18-gauge (1.2mm diameter) with 31mm hexagonal mesh conforming to the appropriate British Standard and European DIN Standard. The base of the fence must be turned outwards from the Education Site by a minimum of 150mm and buried with clean topsoil. The specification for the rabbit fencing, including all posts, struts and stakes must also be in accordance with CIRIA report C645 'A Guide to Rabbit Management'.

Where appropriate, fencing should be supplemented by landscaping. New tree and shrub planting should also be protected with individual rabbit guards. Species should be considered carefully to ensure that plants will not prove a burden to the school either in terms of maintenance, safety and or security

Note 3

Minimum Education Site Utility Capacities

Essex County Council Developers' Guide to Infrastructure Contributions [Revised Edition 2024]
Utility Requirements/Capacities for Education Sites

Pupil Places	56 (Nursery)	420 (2 FE)
Electrical (three phases)	100 Amps 72 KV _a	400 Amps 290 KV _a
Water (domestic)	50 mm 1.5 L/S	65 mm 3.0 L/S

Water (sprinkler system)	A 100 mm mains connection pressurised system is required, storage tank with pumps to fill the tank in 36 hours	A 100 mm mains connection pressurised system is required, storage tank with pumps to fill the tank in 36 hours
Telecom Ducts (90mm)	2	2

Foul Water connection diameter pipe 150mm

Surface Water connection diameter pipe 225mm and limited to a capacity of 3.1 l/s/ha as set out in the Surface Water Strategy 7_C86054-JNP-XX-XX-CA-C-9002

TENTH SCHEDULE

EDUCATION CONTRIBUTIONS

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meaning:
- “Early Years and Childcare Contribution”** means the Early Years and Childcare Pupil Product multiplied by the cost generator of twenty three thousand one hundred and ninety two pounds sterling (£23,192) to which the Relevant Education Indexation shall be added
- “Early Years and Childcare Product”** means the sum of Qualifying Flats multiplied by 0.045 plus the Qualifying Houses multiplied by 0.09;
- “Early Years and Childcare Purposes”** means the design (including feasibility work) and or delivery and or provision of facilities for the education and/or childcare of children between the ages of 0 to 5 (both inclusive) including those with special educational needs and including childcare for school aged children 5-11 or up to 19 with additional needs within 3 mile radius of the Development and or at a facility that in the opinion of the County Council best serves the Development and including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Early Years and Childcare Contribution
- “Education Contribution”** means the sum of the Early Years and Childcare Contribution and the Primary Education Contribution and the Secondary Education Contribution;
- “Education Index”** means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the

event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council

“Education Index Point”

means a point on the most recently published edition of the relevant index at the time of use

“Education Purposes”

means, the Early Years and Childcare Purposes and the Primary Education Purposes and the Secondary Education Purposes;

“Flat”

means a Dwelling that occupies a single floor and /or does not benefit from private open space for the exclusive use of the residents of the Dwelling and no other persons

“House”

means a Dwelling that does not meet the definition of a Flat

“Noise Mitigation Contribution”

means the sum of two hundred thousand pounds (£200,000) payable to the County Council to which sum the Relevant BCIS Indexation shall be added

“Noise Mitigation Contribution Purposes”

means the use of the Noise Mitigation Contribution towards noise mitigation at the new school and/or early years facility to ensure the appropriate teaching environment is delivered to include, but not limited to enhanced windows and mechanical interventions to address the acoustic requirements within the school

“Primary Education Contribution”

means the Primary Pupil Product multiplied by the cost generator of twenty three thousand one hundred and ninety two pounds sterling (£23,192) to which the Relevant Education Indexation shall be added

“Primary Education Purposes”	means the design (including feasibility work) and or delivery and or provision of facilities for the education and/or childcare of children between the ages of 4 to 11 (both inclusive) and including those with special educational needs within 3 miles of the Development and or at a facility that in the opinion of the County Council best serves the Development and including the reimbursement of capital funding for such provision made by the County Council and or the County Council’s nominee in anticipation of the Primary Education Contribution;
“Primary Pupil Product”	means the sum of the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3;
“Qualifying Flats”	means the number of Flats that shall be constructed on the Property that have two or more rooms that may by design be used as bedrooms
“Qualifying Houses”	means the number of Houses that shall be constructed on the Property that have two or more rooms that may by design be used as bedrooms;
“Qualifying Housing Units”	means the Qualifying Houses and Qualifying Flats;
“Relevant Education Indexation”	means the amounts that the Owner shall pay with and/or agree in addition to each part of the Education Contribution paid that shall in each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change in the Education Index between the Education Index Point pertaining to January 2023 and Education Index Point

pertaining to the date payment is made to the County Council

“Secondary Education Contribution”

means the Secondary Pupil Product multiplied by the cost generator of twenty six thousand seven hundred and seventeen pounds sterling (£26,717) to which sums the Relevant Education Indexation shall be added

“Secondary Education Purposes”

means the design (including feasibility work) and or delivery and or provision of facilities for the education and/or childcare of children between the ages of 11 to 19 (both inclusive) and including those with special educational needs within 3 miles of the Development and or at a facility that in the opinion of the County Council best serves the Development and including the reimbursement of capital funding for such provision made by the County Council and or the County Council’s nominee in anticipation of the Secondary Education Contribution;

“Secondary Pupil Product”

means the sum of the Qualifying Flats multiplied by 0.1 plus the Qualifying Houses multiplied by 0.2

“Unit Mix”

means the number of Qualifying Flats and the number of Qualifying Houses and the number of Dwellings that by definition shall not be counted as Qualifying Flats or Qualifying Houses.

2. The Owners hereby covenant with the County Council so as to bind their interest in the Property as follows:

2.1 on or prior to first Occupation of the First Phase of the Development to pay forty percent (40%) of the Education Contribution to the County Council and not to Occupy or cause or permit Occupation of the First Phase of the

Development or any part of it until forty percent (40%) of the Education Contribution has been paid to the County Council; and

- 2.2 on or prior to first Occupation of the Second Phase of the Development to pay 20% of the Education Contribution to the County Council and not to Occupy or cause or permit Occupation of the Second Phase of the Development or any part of it until twenty percent (20%) of the Education Contribution has been paid to the County Council; and
- 2.3 on or prior to first Occupation of the Third Phase of the Development to pay twenty percent (20%) of the Education Contribution to the County Council; and not to Occupy or cause or permit Occupation of the Third Phase of the Development or any part of it until twenty percent (20%) of the Education Contribution has been paid to the Council; and
- 2.4 on or prior to first Occupation of the Fourth Phase of the Development to pay twenty percent (20%) of the Education Contribution to the County Council; and not to Occupy or cause or permit Occupation of the Fourth Phase of the Development or any part of it until the Education Contribution has been paid to the County Council in full one hundred percent (100%); and
- 2.5 On or prior to the date one calendar month following service of the Education Site Notice (as defined in the Ninth Schedule) to pay 100% of the Noise Mitigation Contribution to the County Council and not to Occupy or cause or permit Occupation of further Dwellings one calendar month after the date of service of the Education Site Notice until the Noise Mitigation Contribution has been paid
- 2.6 In the event that the Education Contribution and the Noise Mitigation Contribution is paid later than dates set out in paragraphs 2.1 to 2.5 then the amount of the Education Contribution and the Noise Mitigation Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Education Index between the Education Index Point prevailing at the date of payment is due and the Education Index Point prevailing at the date of actual payment multiplied by the Education Contribution and the Noise Mitigation Contribution due or if greater an amount pertaining to interest on the Education Contribution and the Noise Mitigation Contribution or part thereof due calculated at the SONIA Rate from the date of payment is due until the date payment of the Education Contribution and the Noise Mitigation Contribution is received by the County Council; and

- 2.7 In addition to the requirement of paragraph 2.6 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Deed should not be received by the County Council by the date that the sum is due then the Owner hereby covenants to pay to County Council within ten (10) Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the owner pursuant to the debt.
3. The Notice of Commencement shall in addition to that information stipulated in clause 15.2 to this Deed state the Unit Mix and in the event that the Unit Mix constructed or to be constructed should at any time differ from the Unit Mix notified to the County Council then the Owner shall serve on the County Council a further notice stating the revised Unit Mix within ten (10) Working Days of the revised Unit Mix being decided and in the further event that the Owner fails to serve any notice set out in this Paragraph 3 of this Tenth Schedule the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably
4. The Payment Notice stipulated in clause 15.3 to this Deed shall state the Unit Mix on which the payment is to be based.
5. The Completion Notice stipulated in clause 15.4 to this Deed shall state the final Unit Mix.
6. The County Council hereby covenants with the Owner as follows:
- 6.1 To place the Education Contribution and the Noise Mitigation Contribution when received into an interest-bearing account and to utilise the same solely for the Education Purposes;
- 6.2 If requested in writing by the party who deposited the Education Contribution and/or the Noise Mitigation Contribution no sooner than the tenth (10th) anniversary of the date that the Education Contribution and the Noise Mitigation Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Education Contribution and the Noise Mitigation Contribution any part of the relevant Education Contribution and the Noise Mitigation Contribution that remains unexpended when the Education Contribution and the Noise Mitigation Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of any Education Purposes the unexpended part of the Education Contribution and the Noise Mitigation Contribution shall not be repaid until such payment is made and the

unexpended part of the Education Contribution and the Noise Mitigation Contribution to be repaid shall not include such payment;

6.3 Upon receipt of a written request from the party who deposited the Education Contribution and/or the Noise Mitigation Contribution prior to the eleventh (11th) anniversary of receipt of the Education Contribution and the Noise Mitigation Contribution in full the County Council shall provide that party with a statement confirming whether the Education Contribution and the Noise Mitigation Contribution have been spent and if the Education Contribution has been spent in whole or in part outlining how the Education Contribution and the Noise Mitigation Contribution have in whole or in part been spent.

7. It is hereby agreed and declared:

7.1 In the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Education Contribution or part thereof paid was based the Owner hereby covenants to pay to the County Council as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Education Contribution paid and the amount of the Education Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Education Contribution

7.2 Any dispute in relation to how the Education Contribution and the Noise Mitigation Contribution has been spent must be raised in writing by the party who deposited the Education Contribution and/or the Noise Mitigation Contribution and received by the County Council within twenty (20) Working Days of receipt by that party of the County Council's statement referred to in paragraph 6.3 and shall clearly state the grounds on which the expenditure is disputed;

7.3 In the event that no written request is received by the County Council pursuant to paragraph 6.2 above or no valid dispute is raised by the Owner pursuant to paragraph 7.2 the Owner shall accept the Education Contribution and the Noise Mitigation Contribution has been spent in full;

7.4 In the event that the Education Contribution and the Noise Mitigation Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Education Contribution and the Noise Mitigation Contribution or have entered into a legally binding contract or obligation to spend the Education Contribution and the Noise Mitigation Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Property or at such earlier time as the County Council shall

determine return any such overpaid sum or sums in whole or in part to the party who deposited the Education Contribution and/or the Noise Mitigation Contribution (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the that party of such overpayment.

ELEVENTH SCHEDULE
SUSTAINABLE TRANSPORT AND HIGHWAYS

For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

“Highway Contribution”	means the MOVA Contribution and the Quietway Contribution and the TRO Contribution payable to the County Council to which sum the Relevant Highway Indexation shall be added
“Highway Contribution Purposes”	means for the MOVA Contribution and the Quietway Contribution and TRO Contribution any design and feasibility work (even if abortive) in relation to such works and including the programming and managing the delivery of such works on the ground and shall include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Highway Contribution
“Highway Index”	means the Department for Business Innovation and Skills Price Adjustment Formulae Indices (Civil Engineering) Series 2 (BIS) or in the event that the BIS is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council
“Index”	means the Highway Index and/or the Sustainable Transport Index
“Index Point”	means the point on the most recently published edition of the Index at the time of use;
“MOVA Contribution”	means the sum of one hundred and twenty one thousand six hundred and forty one pounds (£121,641) payable to the County Council to which

sum the Relevant Highway Indexation shall be added

“MOVA Contribution Purposes” means utilising the MOVA Contribution towards the upgrade and installation of ‘MOVA’ at the traffic signals at the junction of the A1023 Chelmsford Road / Shenfield Road / A129 Hutton Road

“Quietway Contribution” means the sum of eight hundred and thirty thousand one hundred and seventeen pounds (£830,117) payable to the County Council to which sum the Relevant Highway Indexation shall be added

“Quietway Contribution Purposes” means utilising the Quietway Contribution towards the delivery of improved pedestrian and cycling links from the Property to Shenfield and the local area. This shall include, but not necessarily be limited to Alexander Lane, Oliver Road and Hunter Avenue

“Relevant Highway Indexation” means the amount that the Owner shall pay with and in addition to the Highway Contribution paid that shall equal a sum calculated by taking the amount of the Highway Contribution being paid and multiplying this amount by the percentage change shown in the Highway Index between the Highway Index Point pertaining to April 2024 and the Highway Index Point pertaining to the date the payment is made to the County Council.

“Relevant Sustainable Transport Indexation” means the amount that the Owner shall pay with and in addition to the Sustainable Transport Contribution paid that shall equal a sum calculated by taking the amount of the Sustainable Transport Contribution being paid and multiplying this amount by the percentage change shown in the Sustainable Transport Index between the Sustainable Transport Index Point pertaining to April 2024 and the Sustainable Transport Index Point pertaining to the date the payment is made to the County Council;

“Sustainable Transport Contribution” means the sum of nine hundred and thirty five thousand pounds (£935,000) payable to the County

Council to which sum the Relevant Sustainable Transport Indexation shall be added

“Sustainable Transport Contribution Purposes” means utilising the Sustainable Transport Contribution the towards improving public transport links between the Property and Shenfield and Brentwood and other destinations in the area and shall include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Sustainable Transport Contribution

“Sustainable Transport Index” means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council

“TRO Contribution” means the sum of ten thousand pounds (£10,000) payable by the Owner to the County Council to which sum the Relevant Highway Indexation shall be added

“TRO Contribution Purposes” shall mean the use of the TRO Contribution for the processing and implementation of a Traffic Regulation Order and supporting signs and lines to implement the successful order to be used by the South Essex Parking Partnership to implement suitable parking restrictions on surrounding roads if it transpires that there are issues with parking overflowing onto these roads after the Development is complete

1. The Owner hereby covenants with the County Council as follows:
 - 1.1 To pay the Sustainable Transport Contribution and the Highway Contribution to the County Council prior to first Occupation of the Development and not to cause permit or allow first Occupation of the Development unless and until the Sustainable Transport Contribution and the Highway Contribution has been paid to the County Council in full (100%);

- 1.2 In the event that the Sustainable Transport Contribution and the Highway Contribution is paid later than dates set out in paragraph 1.1 above of this Eleventh Schedule then the amount of the Sustainable Transport Contribution and the Highway Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Index between the Index Point prevailing at the date the payment is due and the Index Point prevailing at the date of actual payment to the County Council multiplied by the Sustainable Transport Contribution and the Highway Contribution due or if greater an amount pertaining to interest on the Sustainable Transport Contribution (or the part thereof) and the Highway Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Sustainable Transport Contribution and the Highway Contribution is received by the County Council; and
- 1.3 In addition to the requirement of paragraph 1.2 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Eleventh Schedule should not be received by the County Council by the date that the sum is due then the Owner hereby covenants to pay to County Council within ten (10) Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner pursuant to the debt
2. The County Council covenants with the Owner as follows:
 - 2.1 To place the Sustainable Transport Contribution and the Highway Contribution when received into an interest bearing account with a clearing bank and to utilise the same for the Sustainable Transport Contribution Purposes and the Highway Contribution Purposes
 - 2.2 upon receipt of a request in writing to do so to be received by the County Council from the party who deposited the Sustainable Transport Contribution and the Highway Contribution no sooner than the tenth (10th) anniversary of receipt of the final instalment of the Sustainable Transport Contribution and the Highway Contribution but no later than one (1) year thereafter the County Council shall return to the party who deposited the Sustainable Transport Contribution and the Highway Contribution or any part of the Sustainable Transport Contribution and the Highway Contribution that remains unexpended when such request in writing is received (together with interest accrued on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by the County Council prior to the tenth (10th) anniversary of receipt of the Sustainable Transport Contribution and the Highway Contribution in full to make a payment in respect of the Sustainable Transport Contribution Purposes and the Highway Contribution Purposes the unexpended part

of the Sustainable Transport Contribution and the Highway Contribution shall not be repaid until such payment is made and the unexpended part of the Sustainable Transport Contribution and the Highway Contribution to be repaid (if any) shall not include such payment; and

- 2.3 That upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of receipt of the Sustainable Transport Contribution in full the County Council shall provide the party who deposited the Sustainable Transport Contribution and the Highway Contribution with a statement confirming whether the Sustainable Transport Contribution has been spent and if the Sustainable Transport Contribution has been spent in whole or in part outlining how the Sustainable Transport Contribution has in whole or in part been spent
3. It is hereby agreed that:
 - 3.1 Any dispute in relation to how the Sustainable Transport Contribution and the Highway Contribution has been spent must be raised in writing by the Owner and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in 2.3 above and shall clearly state the grounds on which it is disputed
 - 3.2 In the event that no written request is received by the County Council from the party who deposited the Sustainable Transport Contribution and the Highway Contribution pursuant to paragraph 2.2 above or no valid dispute is raised by the Owner pursuant to paragraph 3.1 above the party who deposited the Sustainable Transport Contribution and the Highway Contribution shall accept the Sustainable Transport Contribution and the Highway Contribution has been spent in full on the Sustainable Transport Contribution Purposes and the Highway Contribution Purposes as appropriate
 - 3.3 The County Council may utilise up to two percent (2%) of the total amount of the Sustainable Transport Contribution and the Highway Contribution due under this Deed to a maximum of Two Thousand Six Hundred and Forty-Five Pounds (£2,645) each plus the Relevant Sustainable Transport Indexation and/or the Relevant Highway Indexation for the purposes of scheme validation, programming, commissioning of works, scheme monitoring including site visits and meetings, budget control, governance and for the avoidance of doubt such purposes are agreed by the Owner to form part of the definition of use of the Sustainable Transport Contribution Purposes and the Highway Contribution Purposes; and
 - 3.4 In the event the Sustainable Transport Contribution and the Highway Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Sustainable Transport Contribution and the Highway Contribution or have entered

into a legally binding contract or obligation to spend the Sustainable Transport Contribution and the Highway Contribution otherwise the County Council shall upon the Occupation of the final Unit on the Property or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment

- 3.5 Regardless of the above provisions in the event the TRO Contribution remains unused after a period of seven (7) years from Commencement of Development the TRO Contribution only will be returned to the Owner

TWELFTH SCHEDULE

LIBRARY CONTRIBUTION

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meaning:

“Library Contribution”	means the sum of seventy-seven pounds and eighty pence (£77.80) per Dwelling to which the Relevant Library Indexation shall be added
“Library Contribution Purposes”	means the use of the Library Contribution towards the upgrading of existing facilities at Shenfield Library and/or a new library to include but not limited to additional furniture technology and stock – insert new facilities
“Library Index”	means the Consumer Price Index (CPI) or in the event the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council
“Library Index Point”	means a point on the most recently published edition of the Library Index at the time of use
“Relevant Library Indexation”	means the amount that the Owner shall pay with and in addition to the Library Contribution paid that shall in each case equal a sum calculated by taking the amount of the Library Contribution being paid and multiplying this amount by the percentage change shown in the Library Index between the Library Index Point pertaining to April 2020 and the date of the most recent Library Index Point published in relation to the date the payment is due to be made to the County Council

2. The Owner hereby covenants with the Council and the County Council so as to bind their interest in the Property as follows:
 - 2.1 to pay the Library Contribution to the County Council prior to Commencement of the Development not to Commence or cause or allow or permit Commencement of the

Development unless and until the Library Contribution has been paid to the County Council in full.

- 2.2. In the event that the Library Contribution is paid later than dates set out in paragraph 2.1 of this Twelfth Schedule then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Library Index between the Library Index Point prevailing at the date the payment is due and the Library Index Point prevailing at the date of actual payment to the County Council multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by the County Council
 - 2.3 In addition to the requirement of paragraph 2.2 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Deed should not be received by the County Council by the date that the sum is due then the Owner hereby covenant to pay to County Council within ten (10) Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner pursuant to the debt.
 3. The County Council hereby covenants with the Owner as follows:
 - 3.1 to place the Library Contribution when received into an interest-bearing account and to utilise the same for the Library Contribution Purposes;
 - 3.2 If requested in writing by the party that deposited the sum no sooner than the tenth (10th) anniversary of the date that the Library Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Library Contribution any part of the Library Contribution that remains unexpended when the Library Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of any Library Contribution Purposes the unexpended part of the Library Contribution shall not be repaid until such payment is made and the unexpended part of the Library Contribution to be repaid shall not include such payment
 - 3.3 Upon receipt of a written request from the party that deposited the sum the County Council and prior to the eleventh (11th) anniversary of receipt of the Library Contribution the County Council shall provide that party with a statement confirming whether the Library Contribution have been spent and if the Library Contribution has been spent in whole or in part outlining how the Library Contribution have in whole or in part been spent.

4. It is hereby agreed and declared:
- 4.1 In the event that the number of Dwellings to be constructed on the Development does not match the number of Dwellings on which the Library Contribution or part thereof paid was based the Owners hereby covenant to pay to the County Council as soon as the revised number of Dwellings becomes apparent any additional amount pertaining to the difference between the amount of the Library Contribution paid and the amount of the Library Contribution that would have been payable using the revised number of Dwellings and any such additional amount shall from the date payment is received by the County Council form part of the Library Contribution;
- 4.2 Any dispute in relation to how the Library Contribution has been spent must be raised in writing by the relevant party and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in paragraph 3.3 and shall clearly state the grounds on which the expenditure is disputed;
- 4.3 In the event that no written request is received by the County Council pursuant to paragraph 3.2 above or no valid dispute is raised pursuant to paragraph 4.2 the party that deposited the relevant sum shall accept the Library Contribution has been spent in full on the Library Contribution Purposes as appropriate;
- 4.4 In the event that the Library Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Library Contribution or have entered into a legally binding contract or obligation to spend the Library Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Property or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the party that deposited the relevant sum(in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed of such overpayment.

THIRTEENTH SCHEDULE

TRAVEL PLAN MONITORING

1. In this Schedule unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

“Relevant Sustainable Travel Indexation” means the amount that the Owner shall pay with and in addition to each part of the Residential Travel Plan Monitoring Fee paid that shall in each case equal a sum calculated by taking the amount of the Residential Travel Plan Monitoring Fee being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Index Point pertaining to April 2024 and the date payment is made to the County Council

“Residential Travel Plan” means a working plan to include all measures to ensure sustainable means of travel are available to residents of the Development in accordance with the requirements of the National Planning Policy Framework and shall include but not be limited to such Residential Travel Plan Measures as stated in the ‘Travel Plan Template’ and amended and supplemented from time to time under the provisions of this Deed and annual traffic counts reviews;

“Residential Travel Plan Template” means the template appended to this Deed at Appendix 1 of this Schedule;

“Residential Travel Plan Monitoring Fee” means a non-refundable annual payment of one thousand seven hundred and fifty nine pounds and twenty nine pence (£1,759.29) plus the Relevant Sustainable Travel Indexation payable towards the monitoring by the County Council of the implementation of the Residential Travel Plan to ensure that (a) monitoring is conducted in line with Residential Travel Plan monitoring protocols and (b) the Residential Travel Plan remains an "active" document with the overarching aim to secure a modal shift from the private car and increase the number of people using sustainable modes of travel

“Sustainable Travel Index” means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council

2. The Owner hereby covenants with the County Council
 - 2.1 prior to the first Occupation of the Development to formulate and submit an updated Residential Travel Plan to the Council for approval in consultation with the County Council and not to cause or allow or permit first Occupation of the Development unless and until the updated Residential Travel Plan has been submitted to and approved in writing by the County Council;

- 2.2 To pay the first annual payment of the Residential Travel Plan Monitoring Fee to the County Council prior to the first Occupation of the Development and not to Occupy allow cause or permit first Occupation on the Development until the first annual payment of the Residential Travel Plan Monitoring Fee has been paid to the County Council

- 2.3 To pay the Residential Travel Plan Monitoring Fee to the County Council on each subsequent anniversary following the first annual payment of the Residential Travel Plan Monitoring Fee until one (1) year after Occupation of the final Dwelling on the Development and in the case of late payments of the Residential Travel Plan Monitoring Fee interest shall be payable by the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate

APPENDIX 1

Residential Travel Plan Template

Site/Development Name
Site/Development Address
Details

Residential Travel Plan Template
For a new residential development

Use this space to insert an image of site/development

Include Developer logo(s)



Definitions

Residential Travel Plan Template shall mean this document containing a mixture of measures to encourage sustainable travel to the site alongside disincentives to driving alone.

Residential Travel Plan shall mean a working plan to be implemented for local development schemes with 80 (eighty) or more Residential Dwellings to include all measures to ensure sustainable means of travel are available to new residents of such developments in accordance with the requirements of the National Planning Policy Framework and amended and supplemented from time to time under the provisions of the **Section 106 Agreement** and **Biennial Residential Travel Plan Reviews**.

(A **Residential Travel Plan** may also be required for sites with less than 80 dwellings if there are pre-existing concerns around pollution, congestion and the local transport infrastructure; and where there is a need to mitigate against the impact of the development scheme).

Residential Travel Plan Co-Ordinator shall mean a member of staff appointed by the Developer (and or the Owner) with appropriate skills and budgetary provision and resources to fulfil the role as described in the job description.

Sustainable Travel Planning Team shall mean the Essex County Council's Sustainable Travel Planning Team whose role includes but is not limited to providing recommendations and advice concerning all matters associated with the **Residential Travel Plan** plus monitoring, as well as production (if required) and supply of the **Residential Travel Information Pack(s)**.

Residential Travel Information Pack shall mean a specific district or borough tailor-made booklet aimed at promoting the benefits of sustainable transport in support of the objective to secure a modal shift from the private car and increase the use of sustainable modes of travel, and shall contain the following:

- Guidance and promotional material on the use of sustainable modes of travel
- Details on walking, cycling, trains, buses, park & ride, taxis, car sharing, car clubs, electric vehicles, school transport, and personalised journey planning services
- Reference to travel websites, resources and support services for each mode of travel, information provided by county, district and/or borough councils
- Details of local travel campaigns and networking/support groups

Travel Vouchers shall mean tickets/passes/vouchers or other means of accessing transport or other journey planning information as agreed with Essex County Council including the following as a minimum (six scratchcard bus tickets per household OR season ticket voucher) and/or (incentives for rail travel with the local rail operator) for each eligible member of the household AND access to an online tool to generate personalised travel plans using a home and destination postcode to provide details of different travel modes/options travel routes/maps and timetable information).

Traffic Counts shall mean the collection of travel data from all entry and exit points to the development including pedestrian and cycle routes leading to a service or amenity.

Travel Surveys shall mean a questionnaire approved by Essex County Council, undertaken to identify the main modes of travel used by residents and visitors for journeys to and from the site.

Essex County Council Travel Plan Monitoring Protocol shall mean the biennial undertaking of **Traffic Counts**. In addition to **Traffic Counts**, written or face-to-face travel surveys may also be required. Data collected from all surveys must be submitted to Essex County Council in the form of a written report for review.

Action Plan shall mean the identification of all sustainable travel opportunities and activities that should be taken to help achieve the Plan's Objectives.

Section 106 Agreement (S106) is a legal agreement between Local Authorities and developers; linked to planning permissions or obligations

Biennial Residential Travel Plan Review means a two-yearly report including the results and analysis of the Traffic Counts/Travel Survey indicating how the **Residential Travel Plan** is performing.

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Travel Plan Aim and Objectives

Travel Plan Aim

The primary aim of this *Residential Travel Plan* is to:

‘Minimise single occupancy car trips associated with the development site, by promoting and encouraging the use of more sustainable alternatives’

Travel Plan Objectives

The primary objective of (*Site/Development Name*) *Residential Travel Plan* is to:

(See Guidance Notes for further information and examples)

Introduction

Reason for Travel Plan

As part of the planning permission for (*Site/Development Name*), a number of planning conditions and obligations have been set which relate to the implementation and delivery of a *Residential Travel Plan*.

The **Section 106 Agreement** sets out a number of obligations in relation to the delivery of a *Residential Travel Plan* which includes the commitment to appoint a **Residential Travel Plan Coordinator** and distribution of a **Residential Travel Information Pack**.

This *Residential Travel Plan* aims to positively influence the travel patterns and behaviours of future residents through the encouragement of greater use of public transport and other sustainable modes of travel to reduce reliance on the use of private cars.

Background Information

(Please refer to the Guidance Notes to complete this section)

Travel Plan Management

This section should outline the roles and responsibilities for the management of your **Residential Travel Plan**.

Residential Travel Plan Co-ordinator

The **Residential Travel Plan Co-ordinator** shall mean a permanent member of staff appointed by the Developer(s) with the appropriate skills, budgetary provision and resources to fulfil the role. The on-site **Residential Travel Plan Co-ordinator** must be employed until at least one year after final occupation of the development, to allow for survey/traffic counts to be undertaken when the site is at full capacity.

The **Residential Travel Plan Co-ordinator** duties should include:

- Support, oversee and implement the requirements of the **Residential Travel Plan** upon first occupation of the development and through the life of the plan.
- Provide travel advice and guidance to residents in the early stages of occupation and throughout the development process.
- Liaise with the **Sustainable Travel Planning Team** on the production and management of the **Residential Travel Information Pack**.
- Distribute the **Residential Travel Information Pack** to all households upon first occupation, along with any travel tickets or vouchers (if applicable)
- Assess the potential journeys that residents may make and identify what modes of transport are available from the site, promoting sustainable options.
- Continuously monitor the impact that residents journeys may have on the surrounding areas and existing transport infrastructures.
- Undertake personal journey planning for residents where appropriate.
- Ensure the travel information made available is always current and up to date.
- Design and implement effective marketing and awareness-raising campaigns to promote the initiatives and sustainable transport infrastructure within in **Residential Travel Plan**.

- Ensure cycle storage facilities are functional upon first occupation and maintained throughout the life of the Travel Plan.
- Organise biennial **Traffic Counts** and **Travel Surveys**, analyse these and submit the results to the **Sustainable Travel Planning Team**, together with an assessment of the success of the **Residential Travel Plan** in reducing the number of trips by private car and details of any additional measures necessary to achieve the targets set within the **Residential Travel Plan**.
- Provide promptly upon written request such information as the County Council reasonably requires in relation to the **Residential Travel Plan**.
- Investigate new ideas, modes of transport and future plans, for example, electric car charging points and promote or implement as appropriate.
- Update **Residential Travel Plan** at least every two years, based on results of the traffic counts and travel surveys, to incorporate additional measures as agreed with the **Sustainable Travel Planning Team**.

The contact details for the **Residential Travel Plan Co-Ordinator** will be submitted to the Essex County Council **Sustainable Travel Planning Team** upon appointment to the role and prior to first occupation of the site.

Partnerships

Please detail the roles and responsibilities of other individuals or groups involved in developing and maintaining the **Residential Travel Plan**. Please list responsibilities as above.

(Refer to Guidance Notes for examples)

Travel Plan Targets

The success of the **Residential Travel Plan** will be measured against the number of residents making single occupancy vehicular trips, and the level of modal-shift from single vehicular use to sustainable modes such as walking, cycling, car sharing and public transport.

The targets for (*Site/Development Name*) have been identified below:

(You should aim to include 3-5 targets for action here)

Objective	Targets	Timescale

(Refer to the Guidance Notes for examples of appropriate targets)

Sustainable Travel Opportunities

This section should set out those sustainable travel opportunities and measures identified to support the aims and objectives of the ***Residential Travel Plan***. A wide range of measures should be considered in the context of the specific development.

Residential Travel Information Pack

Provide a summary of the **Residential Travel Information Pack** which will be issued to each household upon first occupation. The pack should be aimed at promoting the benefits of sustainable transport in support of the objective to secure a modal shift from the private car and increase the use of sustainable modes of travel.

(Refer to the Guidance Notes for further information)

Walking and Cycling

Use this section to detail the opportunities available to encourage residents to walk or cycle as an alternative to driving alone.

The following measures that promote travel choice and should be included within your **Residential Travel Plan** (as a minimum) are:

- Pedestrian/cycling infrastructure
 - Considering layout/design.
 - Ensuring pedestrian routes will be of high quality throughout the site, and link with existing pedestrian infrastructure.
 - Ensuring cycling routes are direct, well lit, open and pleasant, well maintained and display clear signposting and link to wider network.
- Advertising the health benefits of walking and cycling through promotional material.
- Encouraging people to cycle to and from the site by ensuring cycle parking facilities for residents and visitors are freely available.
- Distribution of walking and cycling maps/leaflets.
- Details of nearby cycling outlets.

(See Guidance Notes for further information and examples)

Public Transport

Use this section to detail the opportunities available to encourage residents to use local public transport services as an alternative to driving alone.

The following measures that promote travel choice and should be included within your **Residential Travel Plan** (as a minimum) are:

- Provision of timetable and route map information.
- Provision of taster bus/rail tickets.
- Continuous review and update of bus/train timetable and service information, as appropriate.
- Bus and train timetable information accessible via the development notice board / website.
- Links to information services, e.g. National Rail Enquiries
- Details of service providers, for example First / Arriva etc..
- Bus/train user groups

(See Guidance Notes for further information and examples)

Car Sharing

Use this section to detail how the **Residential Travel Plan** will promote Car Sharing, and what initiatives will be introduced.

Signpost residents to www.essexcarshare.com - **Essex County Council's** branded car share scheme which enables people to join for free and search for potential car share matches. It's quick, simple and free. Once someone has joined they will be matched up with potential sharers as a driver or passenger.

(See Guidance Notes for further information and examples)

Car Clubs

Use this section to detail any Car Club provisions that will be provided in association with the development. Consider:

- Number, location and type of vehicle (i.e. e-vehicles, type of fuel)
- Location of parking spaces (onsite/on street)
- How residents will be able to book vehicles
- Associated costs

(See Guidance Notes for further information)

Marketing, Promotion and Information

Publicity is a key element of your **Residential Travel Plan** as it will help you meet many of your objectives. Regular marketing and advertising is the most effective way of ensuring residents are engaged. Consider the following:

- Details of walking websites – for example, www.livingstreets.org.uk
- Details of cycling websites – for example, www.sustrans.org.uk
- Details of ECC website – www.essex.gov.uk/travelsmart
- Provision of journey planning websites, for example:
 - www.traveline.info
 - www.nationalrail.co.uk
 - www.google.co.uk
- Localised area maps and leaflets showing walking and cycling routes within the immediate area of the development
- Focus on promoting the benefits of a car share scheme which will benefit the local environment and reduce traffic going in and out of the site. Publicise www.essexcarshare.com.
- Provision of **Residential Travel Information Pack** as detailed above.

(See Guidance Notes for further information and examples)

Action Plan

The actions designed to meet the **Residential Travel Plan** Objectives and Targets should be set out in the table below, detailing the implementation date, resources required and who is responsible for each one:

(See Guidance Notes for examples)

Target	Action	Implementation Date	Resources Required	Responsibility	How Measured

This **Action Plan** should be revised each time the **Residential Travel Plan** is reviewed, using results from the **Traffic Counts / Travel Surveys** to update the targets and actions as required.

Travel Plan Monitoring and Review

The **Residential Travel Plan Co-Ordinator** will monitor the implementation and success of the **Residential Travel Plan**, by ensuring that measures are promoted and the relevant data is captured. This will be done by ensuring surveys are carried out in line with the **Essex County Council Residential Travel Plan Monitoring Protocol**. Upon completion of the relevant data collection, modal-shift targets will be agreed and **Action Plans** revised.

Traffic Counts

The **Residential Travel Plan Co-Ordinator** will undertake biennial traffic counts for a minimum period of 5 years, i.e. years 1, 3 and 5, or as long as the development takes to build (all phases). Future targets between Essex County Council and the **Residential Travel Plan Co-Ordinator** will be set and agreed which are relevant, measurable and achievable and monitored on an on-going basis.

The results of all surveys will be submitted to the Essex County Council **Sustainable Travel Planning Team** in the form of a report for review, analysis and mitigation.

If the recorded vehicle trip rates from the surveys are in excess of the predicted trip rates as set out in the original Transport Assessment / **Residential Travel Plan**, then the **Residential Travel Plan Co-Ordinator** will be expected to conduct Written or Face-to-Face Travel Surveys at a time agreed with Essex County Council.

(See Guidance Notes for further information)

Written or Face-to-Face Travel Surveys

The Written or Face-to-Face Surveys will aim to:

- Understand why trips rates are not being achieved
- Identify which modes of transport could be promoted in light of the survey findings

- Establish the alternative modes of travel to the site. What do people want to use but currently do not / cannot

Reporting

Travel Plan Reports should be produced and submitted to the Essex County Council **Sustainable Travel Planning Team** for review, identifying how well the **Residential Travel Plan** is doing against its original targets, and what measures are proposed to meet these in future, along with time scales. Based on the survey results, the success of the overarching **Residential Travel Plan** will be assessed against its targets. All reports must be submitted biennially in line with the undertaking of **Traffic Counts** and **Travel Surveys** and will form part of the **Biennial Travel Plan Review**.

(See Guidance Notes for further information)

Summary

(*Site/Developer Name*) has agreed to these **Residential Travel Plan** arrangements, which demonstrate the importance of, the environmental, health and commercial benefits of increasing the use of more sustainable modes of travel as an alternative to the private car. (*Site/Developer Name*) is committed to developing this programme with the support of Essex County Council.

It is proposed that, subject to agreement with Essex County Council, the **Residential Travel Plan** will be produced prior to first occupation of the development.

This information is issued by:

Essex County Council

Contact us:

travelplanteam@essex.gov.uk

www.essex.gov.uk

0345 743 0430

The information contained in this document can be translated, and/or made available in alternative formats, on request.

Published May 2021.

IN WITNESS whereof this Deed has been executed by the Parties and is intended to be and is delivered on the date first above written

EXECUTED as a **DEED**
by affixing the common seal of
BRENTWOOD BOROUGH COUNCIL
in the presence of:

Authorised Officer.....

EXECUTED as a **DEED**
by affixing the common seal of
ESSEX COUNTY COUNCIL
in the presence of:

.....
Attesting Officer

SIGNED by
For and on behalf of **SAJAS LIMITED**

SIGNED as a Deed by **NIGEL FLINT** as Executor for
Derek Harry James Flint in the presence of:

Witness Signature

Witness Name

Witness Occupation

SIGNED as a Deed by **VANESSA HUNNEYBEL** as
Executor for Derek Harry James Flint in the presence of:

Witness Signature

Witness Name

Witness Occupation

SIGNED as a Deed by **KENNETH JOHN FLINT**
in the presence of:-

Witness Signature

Witness Name

Witness Occupation

EXECUTED as a **DEED** by affixing the
Common Seal of **CROUDACE HOMES LIMITED**
In the presence of a Director and
Director/Authorised Signatory

Director

Director / Authorised Signatory