

DATED

9th April

2021

(1) BRAINTREE DISTRICT COUNCIL

(2) ESSEX COUNTY COUNCIL

(3) REPAIRBROOK LIMITED

(4) UNEX (No 10) LIMITED

AGREEMENT
UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990
relating to land at Towerlands Park Panfield Road
Braintree CM7 5BJ Essex

THIS AGREEMENT is made on

9th April

2021

BETWEEN:

- (1) **BRAINTREE DISTRICT COUNCIL** of Causeway House Bocking End Braintree Essex (the "Council");
- (2) **ESSEX COUNTY COUNCIL** of County Hall Market Road Chelmsford Essex CM1 1QH (the "County Council");
- (3) **REPAIRBROOK LIMITED** (Co Reg No 4145338) of Unex House Church Lane Stetchworth Newmarket CB8 9TN (the "First Owner")
- (4) **UNEX (No 10) LIMITED** (Co Reg No 09494198) of Unex House Church Lane Stetchworth Newmarket CB8 9TN (the "Second Owner")

INTRODUCTION:

- (1) For the purposes of the 1990 Act, the Council and the County Council are the local planning authorities for the area within which the Site is located and the authorities who are entitled to enforce the obligations contained in this Agreement.
- (2) The County Council is also the local authority for early years and childcare and statutory age education and the local highway authority for the area in which the Site is located.
- (3) The First Owner is the freehold owner of part of the Site as registered at HM Land Registry under title number EX604379 which title is free from encumbrances other than as detailed in the Property and Charges registers of title number EX604379 and is the leasehold owner of part of the Site as registered at HM Land Registry under title number EX605084 which title is free from encumbrances other than as detailed in the Property and Charges registers of title number EX605084
- (4) The Second Owner is the freehold owner of part of the Site as registered at HM Land Registry under title number EX766547 and AA4560 both of which titles are free from encumbrances other than as detailed in the Property and Charges registers of title number EX766547 and AA4560 (respectively)
- (5) The Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating and facilitating the Development in the manner hereinafter appearing and is satisfied that planning permission for the Development could be granted subject to conditions and to the execution of this Agreement.
- (6) The Council is satisfied that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms; are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.
- (7) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council and the County Council against the Owner and their successors in title.

NOW THIS AGREEMENT WITNESSES as follows:

OPERATIVE PART

1. DEFINITIONS

1.1 In this Agreement the following terms and expressions have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990
"Access"	accessible from the public highway by a roadway or roadways constructed to at least base course (and lit by street lighting) constructed in both cases to a standard suitable for adoption as maintainable at the public expense
"Commencement Date"	means the date on which the Commencement of Development occurs
"Commencement of Development"	subject to Clause 3.2 means the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act and Commence the Development shall be construed accordingly
"Completion"	completion of a building constructed as part of the Development with all Drainage Systems Services and Service Installations and Access connected such that the building concerned is capable of being Occupied for its intended purpose and Complete shall be construed accordingly.
"Contributions"	means the Outdoor Sport Contribution the Indoor Sport Contribution the Community Facilities Contribution (if paid) the Ecological Mitigation Contribution the Education Contribution the Highway Contribution and the Public Transport Contribution
"Design Code"	means the Design Code prepared by David Lock Associates and dated June 2020 as approved by Condition 2 of the Planning Permission
"Development"	means the development described in the Planning Application on the Site pursuant to the Planning Permission
"Drainage Systems"	any sewers drains pipes manholes culverts soakaways channels watercourses and other conduits and systems necessary for the disposal of foul and surface water and all ancillary apparatus and equipment (including such rights as are necessary for the discharge of surface water over adjoining land)
"Dwelling"	means a house or self-contained flat or bungalow constructed as part of the Development
"Green Infrastructure Plan"	means the plan appended to this Agreement as Annexe A with drawing reference ref Green Infrastructure Plan UNX003/PP/005 REV F
"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 or as the Council reasonably requires
"Index Linked"	means increase(d) to reflect any increase in the Index during the period from and including the date of this Agreement to and including the date of actual payment to the Council

"Land Use Plan"	means the plan appended to this Agreement as Annexe A with drawing reference Parameter Plan Development Framework UNX003/PP/001 REV F
"Landscape Ecology Management Plan"	means a plan to provide details and specifications for the long term management of habitats species and other features of biodiversity interest on the Site to follow the general guidance set out in Section 5 of the CIEEM Ecological Report Writing Guidelines with the content of the plan reflecting Clause 11.1 of BS42020
"Location Plan"	means the plan appended to this Agreement as Annexe A with drawing reference Parameter Plan Site Plan UNX003/PP/006 REV B
"Market Dwellings"	means all Dwellings to be constructed as part of the Development which are not Affordable Housing Dwellings as defined in Schedule 5 and "Market Dwelling" shall be construed accordingly
"NPPF"	means the National Planning Policy Framework dated February 2019 or any replacement statement guidance note or circular which may amend supplement or supercede it
"Notice of Commencement"	means the written notice advising of the proposed Commencement Date for each Phase
"Occupation"	means first beneficial occupation of a Dwelling or any other building constructed as part of the Development where the context dictates for the purposes permitted by the Planning Permission and shall not include occupation for the construction, fit-out or decoration of the Development and shall not include daytime occupation by workmen involved in the construction of the Development or in so far as such uses are ancillary to the construction of the Development the use of finished buildings for sales purposes for use as temporary offices or for show homes or for the storage of plant and materials or in relation to security operations and "Occupy" and "Occupied" shall mutatis mutandis be construed accordingly
"Owner"	means the First Owner and the Second Owner
"Phase"	means a phase of the Development as set out in the Housing Phasing Infrastructure Phasing and Open Space Strategy approved pursuant to Schedule 1

"Planning Application"	<p>means an application for outline planning permission with all matters reserved except for highway access points on the B1053 and Panfield Lane (to which the Council has applied the reference 19/00786/OUT) for a mixed-use development for:</p> <ul style="list-style-type: none"> a) up to 575 residential units including affordable and market housing; b) 0.13 ha land for a new early years/childcare facilities; c) up to 250 square metres of local retail facilities (A1) and up to 250 square metres of community facilities (D1) ; d) green infrastructure including formal and informal open space and amenity space (including community growing area); e) provision of necessary ecological mitigation area in field to the north-west of developable area; f) landscaping including woodland and hedgerow planting; g) new vehicular accesses from the B1053 and Panfield Lane; h) closure of existing access from Deanery Hill (south) i) footway and cycleway network; j) supporting infrastructure (comprising utilities including gas electricity water sewerage telecommunications (and diversions as necessary) k) diversion of public right of way; l) sustainable drainage system; m) necessary demolition and ground remodelling at the Site
"Planning Permission"	means the planning permission that will be granted for the Development in pursuance of the Planning Application subject to conditions upon the completion of this Agreement
"Reserved Matters"	means the applications for reserved matters approval in relation to the Planning Permission with the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended)
"Services"	the supply of water gas electricity telephone telecommunications and all other appropriate services other than Drainage
"Service Installations"	all apparatus and other ancillary equipment for the conduct of Services
"Serviced Condition"	means the provision of Access and Services and Service Installations and Drainage Systems to the boundary of the Neighbourhood Centre
"Seven Day LIBID Rate"	means an assessment of the rate of interest the County Council or the Council can expect to earn on investments through the money market, the rate used being the average interest rate at which banks are willing to borrow eurocurrency deposits or such other rate as approved by the County Council or the Council
"Site"	means the land known as Towerlands Park Panfield Road Braintree Essex shown for identification purposes only edged red on the Location Plan
"Working Days"	means Monday to Friday inclusive but excluding days which are public holidays in England

"Yellow Land"

means the Yellow Land Open Space and the Remainder Land as defined in Schedule 1 Part 2 and shown on the Location Plan for which the First Owner holds a leasehold interest

1.2 In this Agreement:

- (a) the clause headings do not affect its interpretation;
- (b) unless otherwise indicated, references to recitals, clauses and Schedules are to recitals and clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- (c) references to any statute or statutory provision include references to:
 - (i) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - (ii) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- (d) references to the Site include any part of it;
- (e) references to any party in this Agreement include the successors in title of that party. In addition, references to the Council and the County Council include any successor local planning authority exercising planning powers under the 1990 Act;
- (f) "including" means "including, without limitation";
- (g) words importing the singular meaning include the plural meaning and vice versa;
- (h) words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner;
- (i) any covenant by the Owner not to do any act or thing includes a covenant not to knowingly permit or allow the doing of that act or thing; and
- (j) if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

- 1.3** The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. EFFECT OF THIS AGREEMENT

- 2.1** This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations

contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the County Council.

- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling powers that may be relevant to the enforcement of the obligations contained in this Agreement.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council or the County Council of any of their statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.4 The obligations in this Agreement will not be enforceable against a statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage telecommunications education services community facilities transport or public services after the transfer of statutory apparatus (and any land upon or in which the statutory apparatus is situated or is to be situated) by the Owner to that statutory undertaker.
- 2.5 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 2.6 Subject to the provisions of Schedule 10 insofar as they relate to a Chargee as defined in Schedule 10 a mortgagee of the Site will not incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Site or appoints a receiver or administrative receiver under a security and it will not be liable for any pre-existing breach or any breach of the provisions of this Agreement after it has parted with or released its interest in the Site.
- 2.7 Other than in relation to paragraph 2.6 of Schedule 10 the obligations in this Agreement will not be enforceable against the individual owners or occupiers or mortgagees of any Dwellings constructed on the Site pursuant to the Planning Permission nor anyone deriving title from such owners, occupiers or mortgagees nor against anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant.

3. COMMENCEMENT DATE

- 3.1 Save in respect of Clause 7 which will become operative on the date of this Agreement and in respect of obligations expressly in this Agreement requiring compliance prior to the Commencement Date and which will become operative on the issue of the Planning Permission this Agreement will come into effect on the Commencement Date.
- 3.2 The Commencement Date and Commencement of Development will not be triggered by any of the following operations:
 - 3.2.1 site investigations or surveys;
 - 3.2.2 archaeological investigations and digs;

- 3.2.3 ecological surveys, investigations or assessments (including, for the avoidance of doubt, investigations or assessments relating to bats);
- 3.2.4 site decontamination and remediation works;
- 3.2.5 the clearance and preparation of the Site including demolition;
- 3.2.6 the provision of infrastructure boreholes permitted by the Town and Country Planning (General Permitted Development) (England) Order 2015 or any amendment or replacement thereof;
- 3.2.7 works connected with infilling;
- 3.2.8 works for the provision of drainage or mains services to prepare the Site for development;
- 3.2.9 construction of temporary accesses
- 3.2.10 interim landscaping works erection of fencing or boarding;
- 3.2.11 erection of boards advertising the Development;
- 3.2.12 the construction of a temporary site compound or a temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite; or
- 3.2.13 works and operations to enable any of the foregoing to take place.

4. OBLIGATIONS OF THE PARTIES

- 4.1 The Owner covenants with the Council and the County Council to comply with the obligations set out in the Schedules to this Agreement.
- 4.2 The Owner covenants with the Council and the County Council to provide
 - 4.2.1 not less than twenty (20) Working Days notice in writing to the Council and the County Council of the anticipated date of Commencement of the Development,
 - 4.2.2 Notice of Commencement to the Council no later than five (5) Working Days prior to the Commencement Date for each Phase,
 - 4.2.3 not less than ten (10) Working Days notice in writing of intended first Occupation of a Dwelling
 - 4.2.4 notice in writing every six (6) months until first Occupation of the last Dwelling indicating the number and type of Dwellings Occupied on the Site
 - 4.2.5 confirmation in writing of the first Occupation of the five hundred and seventy fifth (575th) Dwelling or such lesser number as shall be permitted to be constructed on the Development
- 4.3 The Council covenants with the Owner to comply with its obligations set out in the Schedules to this Agreement and to issue the Planning Permission for the Development promptly on completion of this Agreement.

- 4.4 The County Council covenants with the Owner to comply with its obligations set out in the Schedules to this Agreement
- 4.5 The Council and the County Council covenant with the Owner to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council and where appropriate the County Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or similar affirmation
- 4.6 Where the Council fail to give such notice consent, approval, authorisation, agreement or similar affirmation notice of approval or rejection with reasons within 30 Working Days of being requested so to do (and provided any relevant submissions to the Council have been served on the Council in accordance with Clause 6.) the same shall be deemed to be approved (as appropriate). Provided always that a new 30 Working Day approval period shall commence after each resubmission of a request for consent, approval, authorisation, agreement or similar affirmation submitted by the Owner to the Council subject however to the Council giving reasons for such rejection and dealing with any alterations that the Owner makes consequent upon such rejection as soon as reasonably practicable notwithstanding the 30 Working Day period specified and the right of any party to invoke the provisions of clause 8.
- 4.7 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this Clause.
- 4.8 No compensation shall be payable by the Council or the County Council to any party to this Agreement or their successors in title and assigns arising from the terms of this Agreement and unless specified otherwise in this Agreement all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) and (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.
- 4.9 Representatives of the Council and the County Council may enter upon the Site at any reasonable time, having provided the Owner and the Developer with at least 2 (two) Working Days written notice, to ascertain whether the terms of this Agreement and of the Planning Permission are or have been complied with subject to complying with all health and safety and/or security requirements required by the Owner or by any developer carrying out the Development and health and safety law and good practice.
- 4.10 Any agreement obligation covenant or Agreement 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 Agreement 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.
- 4.11 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties

shall amend that provision in such reasonable manner as achieves the intention of this Agreement without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement 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 this Agreement.

- 4.12 Subject to clause 4.15 below, no variation to this Agreement shall be effective unless made by deed pursuant to Section 106A of the 1990 Act or an appeal under Section 106B of the 1990 Act and for the avoidance of doubt the consent seal signature execution or approval of the purchaser tenant or residential occupier of any Dwelling or their mortgagees shall not be required to vary any part of this Agreement nor shall any other party who has no liability under this Agreement.
- 4.13 The failure by any party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 4.14 This Agreement shall be enforceable as a local land charge and shall be registered immediately by the Council as such and the Council covenants with the Owner it will note on the local land charges register when compliance with all of the said obligations has occurred.
- 4.15 If the Council agrees in writing 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 the covenants or provisions of this Agreement shall be deemed to bind the new planning permission and to apply in equal terms to the new planning permission unless the Council in determining the application for the new planning permission indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application, when a separate deed under section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.
- 4.16 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax (VAT) properly payable PROVIDED ALWAYS THAT if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly
- 4.17 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the County Council and the Council in the exercise of their functions in any capacity and the rights powers duties and obligations of the County Council and the Council under private public or subordinate legislation may be effectively exercised as if neither were a party to this Agreement and in particular neither shall be precluded from entering into any agreement under the Highways Act 1980 and/or the 1990 Act with any other party and shall not be deemed to be in breach of this Agreement by so doing

5. TERMINATION OF THIS AGREEMENT

- 5.1 This Agreement will come to an end if the Planning Permission is quashed, revoked or otherwise withdrawn or otherwise modified without the consent of the Owner before the Commencement Date or the Planning Permission expires before the Commencement Date
- 5.2 Where the Agreement comes to an end under Clause 5.1 the Council covenants on the written request of the Owner, to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site
- 5.3 Where the Agreement comes to an end under Clause 5.1, the Council and the County Council covenant in relation to the relevant Contributions paid to them respectively to repay any unspent Contributions (including any interest earned) to the party who paid the Council or the County Council (as appropriate) Contributions within 30 Working Days of receipt of a request in writing so to do

6. NOTICES

- 6.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery and is to be sent to the following or to such other address as one party may notify in writing to the others at any time as its address for service:
 - 6.1.1 for the First Owner and the Second Owner as set out above;
 - 6.1.2 for the Council it shall be marked for the attention of the Head of Asset Management with Ref: 19/00786/OUT;
 - 6.1.3 for the County Council it shall be sent by email to: development.enquiries@essex.gov.uk and marked for the attention of the s106 Officer, Planning Services Place and Public Health County Hall Chelmsford CM1 1QH
- 6.2 A notice, demand or communication sent by the following means is to be treated as having been served:
 - 6.2.1 if delivered by hand, at the time of delivery;
 - 6.2.2 if sent by post, on the second Working Day after posting; or
 - 6.2.3 if sent by recorded delivery, at the time delivery was signed for; or
 - 6.2.4 in the case of electronic mail, if sent to the County Council, in the absence of evidence of a delay at the time the message was sent.
- 6.3 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 6.4 If a notice, demand or any other communication is served before 9am on a Working Day, it is to be treated as having been served at 9am on that Working Day.
- 6.5 For the avoidance of doubt the Council are unable to accept service by electronic mail.

7. COSTS OF THIS AGREEMENT

- 7.1 Upon completion of this Agreement the Owner covenants to pay to the Council its reasonable and proper legal costs in a sum not to exceed £16,500.00 (Sixteen Thousand Five Hundred pounds) (no VAT) and the County Council its reasonable and proper costs in a sum not to exceed £3542 (Three Thousand Five Hundred and Forty Two Pounds) (no VAT) in connection with the preparation, negotiation and completion of this Agreement.
- 7.2 The Owner covenants to pay to the Council
- 7.2.1 on or before the Commencement Date a contribution of a £400 per trigger for non-phased obligations which shall be four thousand eight hundred pounds (£4800) (no VAT) to be used towards the Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Agreement and
- 7.2.2 on or before the Commencement Date in relation to each Phase a payment for obligations triggered within each Phase being two thousand four hundred pounds (£2400) per Phase ("the Phase Payment") and not to Commencement Development in a particular Phase unless and until the Phase Payment for the particular Phase has been paid to the Council to be used towards the Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Agreement.
- 7.3 The Owner further covenants to pay to the County Council on or before the Commencement Date an additional non-refundable fee of £550 per obligation due to the County Council under this Agreement and for the avoidance of doubt this is a total of £2750 (two thousand seven hundred and fifty pounds sterling) for the purposes of monitoring and managing the administration of the obligations.

8. DETERMINATION OF DISPUTES

- 8.1 Subject to Clause 8.7, if any dispute arises relating to or arising out of the terms of this Agreement persists beyond fifteen (15) Working Days, either party may give to the other written notice requiring the dispute to be determined under this Clause 8. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 8.2 For the purposes of this Clause 8 a "**Specialist**" is a person qualified to act as an expert in relation to the dispute having not less than ten (10) years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 8.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the dispute 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 8.4.

- 8.4 Any dispute over the identity of the Specialist is to be referred at the request of any party to the dispute 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).
- 8.5 The Specialist is to act as an independent expert and:
- 8.5.1 each party to the dispute may make written representations within fifteen (15) Working Days of his appointment and will copy the written representations to the other party;
 - 8.5.2 each party to the dispute is to have a further fifteen (15) Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 8.5.3 the Specialist is to be at liberty to call for such written evidence from the parties to the dispute and to seek such legal or other expert assistance as he or she may reasonably require;
 - 8.5.4 the Specialist is not to take oral representations from the parties to the dispute without giving those parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 8.5.5 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;
 - 8.5.6 the Specialist is to use all reasonable endeavours to publish his decision within thirty (30) Working Days of his appointment; and
 - 8.5.7 the decision of the Specialist shall be final and binding on the parties save in the case of manifest error.
- 8.6 Responsibility for the costs of referring a dispute to a Specialist under this Clause 8, 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 or failing such decision each party will bear its own costs
- 8.7 This Clause 8 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts of England.

9. JURISDICTION

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

10. EXECUTION

The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1

PART 1

HOUSING PHASING, INFRASTRUCTURE PHASING AND OPEN SPACE STRATEGY

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

"Housing Phasing
Infrastructure Phasing and
Open Space Strategy
(HPIPOS)"

means a strategy for the Development to include details of

- (i) a Site wide phasing plan
- (ii) the indicative numbers and mix of Market Dwellings and Affordable Housing Dwellings to be provided in each Phase,
- (iii) the staged delivery of the Site spine road
- (iv) the indicative Open Space to be provided in each Phase and particularly to indicate the Phase within which the Meadow is to be provided
- (v) the location of the Community Growing Space Land
- (vi) the location of the Community Building
- (vii) the location of the Public Art
- (viii) the location of the Education Facility
- (ix) the location of the Neighbourhood Centre
- (x) the location of the Equipped Play Areas
- (xi) the location of the Recycling Facilities

all in accordance with the Design Code

2. The Owner hereby covenants with the Council:

- 2.1 that not later than 2 months prior to the submission of the first application for Reserved Matters it shall submit the Housing Phasing Infrastructure Phasing and Open Space Strategy and the Landscape Ecology Management Plan to the Council for approval
- 2.2 not to submit any applications for Reserved Matters unless and until the Housing Phasing Infrastructure Phasing and Open Space Strategy and the Landscape Ecology Management Plan have been approved by the Council
- 2.3 the first application for Reserved Matters submitted shall accord with the approved Housing Phasing Infrastructure Phasing and Open Space Strategy and

the approved Landscape Ecology Management Plan and shall include the details for the provision of the first stage of the Site spine road

2.4 each subsequent application for Reserved Matters shall accord with the approved Housing Phasing, Infrastructure Phasing and Open Space Strategy and the approved Landscape Ecology Management Plan unless and until a revised Housing Phasing, Infrastructure Phasing and Open Space Strategy and/or a Landscape Ecology Management Plan has first been submitted to and approved by the Council in which event all subsequent applications for Reserved Matters shall accord with the approved revised Housing Phasing Infrastructure Phasing and Open Space Strategy and as appropriate the approved revised Landscape Ecology Management Plan

3. The Council covenants with the Owner to use reasonable endeavours to provide approval in writing of the Housing Phasing, Infrastructure Phasing and Open Space Strategy and the Landscape Ecology Management Plan within 40 Working Days of receipt in full by the Council and in any event prior to approval of any application for Reserved Matters

PART 2

YELLOW LAND

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

"Remainder Land"	means the land shown coloured yellow and hatched orange on the Location Plan
"Pink Land"	means the land shown coloured pink on the Location Plan
"Yellow Land"	means the Yellow Land Open Space and the Remainder Land as shown on the Location Plan for which the First Owner holds a leasehold interest
"Yellow Land Open Space"	means the land shown coloured yellow and hatched green on the Location Plan

2. The First Owner and the Second Owner hereby covenant with the Council:

2.1 To use reasonable endeavours to ensure that the Yellow Land Open Space is provided in accordance with the provisions of Schedule 5 of this Agreement within 3 years of Commencement of Development and in any event that the Yellow Land Open Space shall be provided contemporaneously with the Open Space to be provided in connection with the development of the Pink Land and for the avoidance of doubt an Open Space Certificate shall not be issued for the Open Space on the Pink Land unless and until an Open Space Certificate is contemporaneously provided for the Yellow Land Open Space

2.2 Not to commence or allow permit or cause to be commenced the construction of any building or structure on the Remainder Land unless and until

2.2.1 either the First Owner is the registered proprietor of a freehold interest in the Yellow Land and has entered into a direct covenant with the Council to provide that the said freehold interest shall be bound by the provisions of this Agreement or

- 2.2.2 the registered proprietor of the freehold interest in the Yellow Land has entered into a direct covenant with the Council to agree that its freehold interest shall be bound by the provisions of this Agreement and
- 2.2.3 any development of the Remainder Land is in accordance with the provisions of this Agreement

SCHEDULE 2

OUTDOOR SPORT CONTRIBUTION

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

"Outdoor Sport Contribution" means the sum of Five Hundred and Fifty Six Thousand Two Hundred and Thirty Six Pounds (£556,236.00) Index Linked

"Outdoor Sport Contribution Purposes" means the use of the Outdoor Sport Contribution towards the provision of outdoor community sports centre facilities at Panfield Lane and/or the upgrade and/or improvement of Braintree Bocking Recreation Sports Ground (John Ray) Football Hub and/or the upgrade and/or improvement of facilities at Braintree Hockey Club and/or Bocking Sports Club and/or the upgrading and/or improvement of facilities at Braintree BMX Club and/or the Sporting 77 Sports Field and the reimbursement of capital funding for such provision made by the Council in anticipation of receipt of the Outdoor Sport Contribution

2. The Owner hereby covenants with the Council not to Occupy more than 144 Dwellings unless and until 50% of the Outdoor Sport Contribution has been paid to the Council.
3. The Owner hereby covenants with the Council not to Occupy more than 288 Dwellings unless and until 100% of the Outdoor Sport Contribution has been paid to the Council.
4. The Council hereby covenants with the Owner:-
- 4.1 to provide a written form of receipt for payment of the Outdoor Sport Contribution on receipt of the Outdoor Sport Contribution pursuant to paragraph 2 above;
- 4.2 to place the Outdoor Sport Contribution when received into an interest-bearing account with a clearing bank and to utilise the same for the Outdoor Sport Contribution Purposes only and for no other purpose;
- 4.3 upon receipt of any request in writing to do so to be received by the Council no sooner than the tenth (10th) anniversary of the date of receipt by the Council of the final installment of the Outdoor Sport Contribution for the Site, to return to the party who deposited the Outdoor Sport Contribution
- 4.3.1 the unexpended part of the Outdoor Sport Contribution together with interest accrued on the unexpended part calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid and
- 4.3.2 in the event that fewer than five hundred and seventy five (575) Dwellings are constructed pursuant to the Planning Permission such part of the Outdoor Sport Contribution as shall be calculated on a pro rata basis in respect of the total number of Dwellings less than five hundred and seventy five (575) which have not been built together with interest accrued on the unexpended part calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid Provided Always that the Council shall be under no obligation to return such overpaid sum in whole or part where the Council has in good faith spent or entered into a legally binding contract to spend the said Contribution

- 4.4 where at the tenth (10th) anniversary of the date of receipt by the Council of the final instalment of the Outdoor Sport Contribution for the Site a legally binding unconditional contract has been entered into by the Council in respect of satisfying the Outdoor Sport Contribution Purposes the Council shall be entitled to utilise the Outdoor Sport Contribution to make payment under such a contract
- 4.5 upon receipt of a written request(s) from the Owner following the tenth (10th) anniversary of the date of receipt by the Council of the final instalment of the Outdoor Sport Contribution, the Council shall provide the Owner with a statement confirming whether the Outdoor Sport Contribution has been spent and if the Outdoor Sport Contribution has been spent in whole or in part outlining how the Outdoor Sport Contribution has in whole or in part been spent.

SCHEDULE 3

INDOOR SPORT CONTRIBUTION

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

"Indoor Sport Contribution" means the sum of Five Hundred and Forty Thousand One Hundred and Ninety Three Pounds (£540,193.00) Index Linked

"Indoor Sport Contribution Purposes" means the use of the Indoor Sport Contribution towards the provision of indoor community sports facilities at Panfield Lane and/or the provision of a new sports hall at Great Notley Country Park, Great Notley and/or upgrades and/or new facilities at Braintree Sports and Leisure Centre/Tabor Leisure Centre and/or the upgrading improvement and/or alteration of Braintree Swimming Pool and/or Halstead Swimming Pool and the reimbursement of capital funding for such provision made by the Council in anticipation of receipt of the Indoor Sport Contribution.

- 2 The Owner hereby covenants with the Council not to Occupy more than 144 Dwellings unless and until 50% of the Indoor Sport Contribution has been paid to the Council.
- 3 The Owner hereby covenants with the Council not to Occupy more than 288 Dwellings unless and until 100% of the Indoor Sport Contribution has been paid to the Council.
4. The Council hereby covenants with the Owner:
- 4.1 To provide a written form of receipt for payment of the Indoor Sport Contribution on receipt of the Indoor Sport Contribution pursuant to paragraph 2 and 3 above;
- 4.2 To place the Indoor Sport Contribution when received into an interest bearing account with a clearing bank and to utilise the same for the Indoor Sport Contribution Purposes only and for no other purpose;
- 4.3 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 receipt by the Council of the final instalment of the Indoor Sport Contribution to return to the party who paid the Indoor Sport Contribution
- 4.3.1 the unexpended part of the Indoor Sport Contribution together with interest accrued on the unexpended part calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid and
- 4.3.2 in the event that fewer than five hundred and seventy five (575) Dwellings are constructed pursuant to the Planning Permission such part of the Indoor Sport Contribution as shall be calculated on a pro rata basis in respect of the total number of Dwellings less than five hundred and seventy five (575) which have not been built together with interest accrued on the unexpended part calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid Provided Always that the Council shall be under no obligation to return such overpaid sum in whole or part where the Council has in good faith spent or entered into a legally binding contract to spend the said Contribution;
- 4.4 That where at the tenth (10th) anniversary of the date of receipt by the Council of the final instalment of the Indoor Sport Contribution a legally binding unconditional contract has been entered into by the Council in respect of the Indoor Sport Contribution

Purposes the Council shall be entitled to utilise the Indoor Sport Contribution to make payment under such contract

- 4.5 That upon receipt of a written request(s) from the Owner following the tenth (10th) anniversary of the date of receipt by the Council of the final instalment of Indoor Sport Contribution the Council shall provide the Owner with a statement confirming whether the Indoor Sport Contribution has been spent and if the Indoor Sport Contribution has been spent in whole or in part outlining how the Indoor Sport Contribution has in whole or in part been spent.

SCHEDULE 4
COMMUNITY PROVISION

PART ONE

COMMUNITY BUILDING

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

"Community Building"	means a unit intended for Community Use to be provided at the Site in accordance with the Community Building Specification
"Community Building Acceptance Notice"	means notice in writing given by the Council or the Nominated Body to the Owner accepting the offer contained in the Community Building Offer Notice and agreeing to take a lease at a peppercorn rent of the Community Building
"Community Building Approval"	means reserved matters approval for the construction of the Community Building or if appropriate planning permission for the construction of the Community Building
"Community Building Offer Notice"	means notice in writing given by the Owner to the Council or the Nominated Body offering to build the Community Building and copied to the Council for information
"Community Building Specification"	<p>means a detailed specification for a building capable of being used as a centre for Community Use identified on the HPIPOS and in detail on the Community Building Plan and which shall comply with the following</p> <ul style="list-style-type: none">a) be a minimum of 200 square metres gross internal floor areab) be provided with Drainage Systems; Services and Service Installations and Accessc) contain:-<ul style="list-style-type: none">a minimum of male and female toilet (one each),a kitchen,a main halla reception areaand a storage area
"Community Building Plan"	means a detailed plan showing the design and location of the Community Building
"Community Use"	means the use of the Community Building including its grounds/curtilage by people in the locality as a centre to hold group activities
"Nominated Body or Bodies"	<p>means one or more of the following as determined by the Council:</p> <p>the Council such other body or bodies as the Council shall nominate</p>

2. The Owner hereby covenants with the Council:
 - 2.1. not later than the occupation of the 100th Dwelling it shall prepare both the Community Building Plan and the Community Building Specification and submit both documents to the Council for approval; and
 - 2.2. include in both the Community Building Plan and Community Building Specification such reasonable amendments as the Council shall reasonably require.
3. The Council covenants with the Owner to use reasonable endeavors to provide approval in writing of the Community Building Plan and the Community Building Specification within 40 Working Days of receipt in full by the Council and the Council shall inform the Owner in writing of the date of such approval ("the Approval Date")
4. Within twelve (12) months of the Approval Date the Council shall either
 - 4.1 inform the Owner of the identity of the Nominated Body and in the event the Owner is so informed the parties agree that the provisions of paragraph 5 and 6 below shall apply; or
 - 4.2 inform the Owner that the Council will accept the Community Facilities Contribution and in the event the Owner is so informed the parties agree that the provisions of Part Two of this Schedule shall apply and in which event the Owner shall be under no further obligation to provide the Community Building
5. In the event that paragraph 4.1 above applies the Owner covenants with the Council:
 - 5.1. that Prior to the occupation of more than 190 Dwellings and following the Council's approval of the Community Building Plan and the Community Building Specification and the Owner being informed of the identity of the Nominated Body the Owner shall serve the Community Building Offer Notice on the Council or at the Councils direction on the Nominated Body
 - 5.2. In the event that prior to the expiration of 60 Working Days from the date of service of the Community Building Offer Notice the Council or the Nominated Body serves the Community Building Acceptance Notice the Owner shall
 - 5.2.1. after receipt of the Community Building Acceptance Notice submit to the Council a reserved matters application or a planning application for the Community Building in accordance with the approved Community Building Plan and the approved Community Building Specification and use reasonable endeavors to obtain a Community Building Approval;
 - 5.2.2. not Occupy more than 75% of the Dwellings prior to the Completion of the Community Building in accordance with the approved Community Building Plan and the approved Community Building Specification and the Community Building Approval; and
 - 5.2.3. immediately following and within 60 Working days of the Completion of the Community Building to grant a lease of the Community Building with full title guarantee at a nominal rent of a peppercorn to the body that served the Community Building Acceptance Notice with the Owner paying the reasonable legal costs of the said body
 - 5.3. The lease of the Community Building shall contain the following provisions:
 - 5.3.1. the grant for the benefit of the Community Building of the full right of passage and running water soil gas electricity and other services from and to the Community Building in and through all drains channels sewers pipes watercourse gutters electric

wires cables and other service conduits which may within the period of 80 years from the date of such transfer be constructed or laid in on over or under the Site with the right to enter upon the Site to make connection with inspect repair renew cleanse and maintain the aforesaid;

- 5.3.2. reservations of all rights of way access and passage of services and rights of entry reasonably necessary for the purpose of the Development;
- 5.3.3. a covenant not to use the Community Building other than for the provision of facilities for the Community Use; and
- 5.3.4. a right to use estate roads within the Development until access from the public highway is by way of full adopted public highway

6. It is hereby agreed and declared that in the event that either the Council or the Nominated Body fails to serve the Community Building Acceptance Notice within the timescale indicated in Paragraph 5.2 the Owner shall not be under any further obligation to provide the Community Building and in which event the provisions of paragraph Part Two of this Schedule shall apply

PART TWO

COMMUNITY FACILITIES CONTRIBUTION

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

"Community Facilities Contribution"	means the sum of £115,000.00 (One Hundred and Fifteen Thousand pounds) Index Linked
"Community Facilities Contribution Purposes"	means the provision of and/or upgrading of/alterations to off-site community facilities either at Panfield Lane and/or elsewhere within the town of Braintree and Bocking and the reimbursement of capital funding for such provision made by the Council in anticipation of receipt of the Community Facilities Contribution.

- 2.1 In the event that the provisions of this Part of this Schedule apply as set out in paragraph 4.2 of Part One of this Schedule the Owner hereby covenants with the Council not to Occupy more than 200 (two hundred) Dwellings unless and until the Community Facilities Contribution has been paid to the Council.
- 2.2 In the event that the provisions of this Part of this Schedule apply as set out in paragraph 6 of Part One of this Schedule the Owner hereby covenants with the Council not to Occupy more than 250 (two hundred and fifty) Dwellings unless and until the Community Facilities Contribution has been paid to the Council
3. In the event that the provisions of this Part of this Schedule apply as set out in Part One of this Schedule the Council hereby covenants with the Owner:
- 3.1 To provide a written form of receipt for payment of the Community Facilities Contribution on receipt of the Community Facilities Contribution pursuant to paragraph 2 above;
 - 3.2 To place the Community Facilities Contribution when received into an interest bearing account with a clearing bank and to utilise the same for the Community Facilities Contribution Purposes only and for no other purpose;

- 3.3 Upon receipt of a request in writing to do so to be received by the Council no sooner than the fifth anniversary of the date of receipt by the Council of the Community Facilities Contribution to return to the party who paid the Community Facilities Contribution
- 3.3.1 the unexpended part of the Community Facilities Contribution together with interest accrued on the unexpended part calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid; and
- 3.3.2 in the event that fewer than five hundred and seventy five (575) Dwellings are constructed pursuant to the Planning Permission such part of the Community Facilities Contribution as shall be calculated on a pro rata basis in respect of the total number of Dwellings less than five hundred and seventy five (575) which have not been built together with interest accrued on the unexpended part calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid Provided Always that the Council shall be under no obligation to return such overpaid sum in whole or part where the Council has in good faith spent or entered into a legally binding contract to spend the said Contribution
- 3.4 That where at the fifth anniversary of the date of receipt by the Council of the Community Facilities Contribution a legally binding unconditional contract has been entered into by the Council in respect of the Community Facilities Contribution Purposes the Council shall be entitled to utilise the Community Facilities Contribution to make payment under such contract;
- 3.5 That upon receipt of a written request(s) from the Owner following the fifth anniversary of the date of receipt by the Council of the Community Facilities Contribution the Council shall provide the Owner with a statement confirming whether the Community Facilities Contribution has been spent and if the Community Facilities Contribution has been spent in whole or in part outlining how the Community Facilities Contribution has in whole or in part been spent.

SCHEDULE 5

OPEN SPACE

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

"Amenity Areas"	means those areas within the Site that are grass and/or landscaped and/or hardstanding and/or parking areas and/or estate roads and/or areas of tree planting and hedges excluding such areas that are or are to be publicly maintainable highway or Open Space or to be within the curtilage of Dwellings
"Amenity Areas Certificate"	means a certificate or certificates in writing relating to the Amenity Areas issued by a Chartered Landscape Architect that confirms that the Amenity Areas have been laid out in accordance with the approved Amenity Areas Specification
"Amenity Areas Management Plan"	means a management plan for each Phase prepared by the Owner to be approved in writing by the Council for the ongoing management and maintenance of the Amenity Areas including for the avoidance of doubt provisions for the rectification of any defects in any area of the Amenity Areas until the completion of the relevant transfer of the Amenity Areas to the Management Company and FOR THE AVOIDANCE OF DOUBT the Amenity Areas Management Plan may be combined with the Open Space Management Plan
"Amenity Areas Plan"	means a plan showing the exact location of the Amenity Areas within the relevant Phase FOR THE AVOIDANCE OF DOUBT the Amenity Areas Plan for any Phase may be combined with the Open Space Plan for that Phase
"Amenity Areas Specification"	means a specification(s) for each Phase to be approved in writing by the Council for the laying out of the Amenity Areas for each Phase of the Site and FOR THE AVOIDANCE OF DOUBT the Amenity Areas Specification for any Phase may be combined with the Open Space Specification for that Phase
"Chartered Landscape Architect"	means a chartered member of the Landscape Institute appointed by the Owner
"Circular Walking Route"	means a circular walking route at least 2.7km in length combining Open Space within the Site and adjoining public rights of way with the ability for the location of the Circular Walking Route to change as the Development progresses as shown on the Open Space Specification for each Phase

**"Equipped
Play Areas"**

means:

- (a) at least 1 (one) Neighbourhood Equipped Area for Play (NEAP) to be equipped in accordance with the Fields in Trust publication "Planning and Design for Outdoor Sports and Play"; and
- (b) at least 1 (one) Local Equipped Areas for Play (LEAPs) to be equipped in accordance with the Fields in Trust publication "Planning and Design for Outdoor Sports and Play"
- (c) such Local Areas for Play (LAPs) or informal play areas or pocket parks within the Open Space to be determined during the Reserved Matters approval process

and all in accordance with the Open Space Specification and partially as shown indicatively on the Green Infrastructure Plan

**"Management
Company"**

means a private limited company or trust established or appointed for inter alia the purpose of managing some or all of the Open Space

**"Meadow
Area"**

means the area of land shown indicatively coloured pale green hatched black on the Green Infrastructure Plan

"Open Space"

means areas of land shown on the Green Infrastructure Plan within the Site made up of

- a) natural or semi-natural green space providing either opportunities for informal recreation or enhancement of the appearance of the development through retention of existing or provision of new planting, which may include areas for sustainable drainage and
- b) the Meadow Area
- c) the village green and the linear park all as labelled indicatively on the Green Infrastructure Plan and
- d) the Equipped Play Areas delivered in accordance with the Housing Phasing Infrastructure Phasing and Open Space Strategy and
- e) Public Art delivered in accordance with the Housing Phasing Infrastructure Phasing and Open Space Strategy and
- f) areas of SuDS
- g) dog excrement bins
- h) part of the Circular Walking Route that lies within the Site
- i) information and signage boards detailing information of the circular walks in the locality and the public rights of way crossing the Site ("Notice Boards")
- j) the Yellow Land Open Space (as defined in Schedule 1 above)

all of which shall be laid out in accordance with the approved Open Space Specification and accord with the Landscape Ecology Management Plan and in relation to the Yellow Land Open Space shall accord with the timing provisions set out in Part 2 of Schedule 1 of this Agreement

"Open Space Certificate"

means a certificate or certificates in writing relating to the Open Space issued by a Chartered Landscape Architect and in relation to the Equipped Play Area(s) issued by an inspector registered on the Register of Play Inspectors International that confirms that the Open Space has been laid out in accordance with the approved Open Space Specification

"Open Space Plan"

means a plan showing the exact location of the Open Space within the relevant Phase in broad accordance with the HPIPOS Strategy

"Open Space Management Plan"

means a management plan for each Phase prepared by the Owner to be approved in writing by the Council for the ongoing management and maintenance of the Open Space including for the avoidance of doubt provisions for the rectification of any defects in any area of the Open Space until the completion of the relevant transfer of the Open Space to the Management Company all in accordance with the Landscape Ecology Management Plan

"Open Space Specification"

means a specification(s) for each Phase to be approved in writing by the Council for the laying out of the Open Space for each Phase of the Site

“the Public Art”	means a piece of public art (to be agreed with the Council) to be provided on Site
“Relevant Documents”	means the Amenity Areas Plan, the Amenity Areas Specification and the Amenity Areas Management Plan and the Open Space Plan, the Open Space Specification and the Open Space Management Plan
“SuDS”	means sustainable urban drainage system(s) within the Site

2. The Owner hereby covenants with the Council that not later than the submission of the first Reserved Matters for a Phase it shall submit the Relevant Documents for that Phase to the Council for approval
3. The Council covenants with the Owner to use reasonable endeavours to provide approval in writing of the Relevant Documents for each Phase within 40 Working Days of receipt in full by the Council and in accordance with the provisions of Clause 4.6 of this Agreement
4. The Owner covenants not to Commence Development in any Phase unless and until the Relevant Documents for that Phase have been approved by the Council or deemed approved.
- 5 The Owner hereby covenants with the Council:
 - 5.1 not to permit the Occupation of any of the Dwellings unless and until the Circular Walking Route has been provided and in relation to any off Site parts of the Circular Walking Route identified including the provision of a notice board to detail the Circular Walking Route and a dog excrement bin on the Site;
 - 5.2 not to permit the Occupation of any Dwelling within a Phase unless and until any changes to the Circular Walking Route in so far as they relate to that Phase and the dog excrement bins and notice board for that Phase have been provided; and
 - 5.3 not to permit the Occupation of more than 90% of the Dwellings within the Site unless and until the final Circular Walk Route has been provided in accordance with the approved Open Space Plan and the Open Space Specification and the Council has received an Open Space Certificate for the Circular Walking
6. The Owner hereby covenants with the Council not to permit the Occupation of more than 75% of the Dwellings in each Phase unless and until the Amenity Areas for that Phase has been provided in accordance with the approved Amenity Areas Plan for that Phase and the Amenity Areas Specification for that Phase and the Council has received the Amenity Areas Certificate for that Phase
7. The Owner hereby covenants with the Council not to permit the Occupation of more than 75% of the Dwellings in each Phase unless and until the Open Space for that Phase has been provided in accordance with the approved Open Space Plan for that Phase and the Open Space Specification for that Phase and the Council has received the Open Space Certificate for that Phase
8. The Owner further covenants with the Council to maintain the Amenity Areas in each Phase in accordance with the approved Amenity Areas Management Plan and to maintain the Open Space in each Phase in accordance with the approved Open Space Management Plan and where appropriate the Landscape Ecology Management Plan until the date upon which the transfer described in paragraph 9 has been completed and until the relevant transfer has been completed if any tree or shrub or other planting seeding or turfing dies or

becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary with a tree or shrub or other plant or turfing of same size and species

9. Subject to paragraph 13 below the Owner further covenants with the Council that not before the expiration of nine months from the date of issue of the Amenity Areas Certificate and the Open Space Certificate for each Phase it shall transfer the Amenity Areas and the Open Space (for the avoidance of doubt excluding the Meadow Area which the Owner is not under an obligation to transfer to a Management Company) to the Management Company for the consideration of £1
10. Subject to paragraph 13 below the Owner further covenants with the Council to include in the transfer of the Amenity Areas and the Open (for the avoidance of doubt excluding the Meadow Area which the Owner is not under an obligation to transfer to a Management Company) Space for each Phase to the Management Company:
 - 10.1 a covenant by the Management Company only to permit the Amenity Areas to be utilised as planted areas and/or grassed areas and/or parking areas and or roads and the Open Space to be utilised by the public as open areas for recreation and sport and as Equipped Play Areas in accordance with this Agreement; and
 - 10.2 a covenant by the Management Company to maintain the Amenity Areas within the relevant Phase in perpetuity in accordance with the Amenity Areas Management Plan and the Open Space within the relevant Phase in perpetuity in accordance with the Open Space Management Plan and all in accordance with the the Landscape Ecology Management Plan; and
 - 10.3 a covenant by the Management Company not to transfer the Amenity Areas or the Open Space within the relevant Phase into the individual ownership of the owners of the Dwellings; and
 - 10.4 an obligation by the Management Company that should the Council so require for the Management Company to enter into a direct covenant with the Council to perform the obligations set out in paragraphs 10.1, 10.2 and 10.3 of this Schedule.
11. Subject to paragraph 13 below the Owner shall furnish a copy of the completed transfer to the Council in relation to each Phase of the Amenity Areas and the Open Space (for the avoidance of doubt excluding the Meadow Area which the Owner is not under an obligation to transfer to a Management Company) and shall inform the Council in writing of the contact details of any Management Company.
12. The Owner shall include in each transfer or lease of a Dwelling an obligation to contribute an annual amount to the Management Company which together with fair contributions from other purchasers or lessees of the Dwellings shall be sufficient to enable the Management Company to discharge its obligations under this Agreement in relation to the Amenity Areas and the Open Space.
13. Unless otherwise agreed in writing with the Council the Meadow Land and the Yellow Land Open Space shall be maintained in perpetuity by the First Owner and the Second Owner (or its agents or contractors) and the First Owner and the Second Owner acknowledge and agree that the covenants set out in paragraph 10.1 to 10.3 above as being required to be imposed on the Management Company shall in relation to the Meadow Land and the Yellow Land Open Space be and are direct covenants given by the First Owner and the Second Owner to the Council AND FOR THE AVOIDANCE OF DOUBT THE PARTIES

ACKNOWLEDGE AND AGREE that the First Owner and the Second Owner are under no obligation to transfer the Meadow Land and/or the Yellow Land to a Management Company

SCHEDULE 6

ECOLOGY LAND

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

"Ecology Land"	means the land shown for identification purposes only coloured green and cross hatched white and labelled Ecological Mitigation Area on the Land Use Plan
"Ecology Land Certificate"	means a certificate or certificates in writing relating to the Ecology Land issued by a Chartered Landscape Architect that confirms that the Ecology Land has been laid out in accordance with the provisions of conditions 9 and 39 of the Planning Permission
"Ecology Management Company"	means a private limited company or companies or a suitably constituted body approved by the Council established or appointed for inter alia the purpose of managing the Ecology Land

2. The Owner hereby covenants with the Council that within three months of the Commencement of Development that the Owner shall submit full details of appointment and funding of the body to be responsible for the management of the Ecology Land (subject to the provisions of paragraph 7)
3. The Owner hereby covenants not to permit the Occupation of any Dwellings unless and until the Council has confirmed that it is satisfied that an appropriate body has been appointed to be responsible for the management of the Ecology Land (subject to the provisions of paragraph 7)
4. The Owner further covenants with the Council that subject to paragraph 7 below not before the expiration of nine months from the date of issue of the Ecology Land Certificate they shall transfer the (subject to paragraph 5 below) Ecology Land to the Ecology Management Company for the consideration of £1.
5. The Owner further covenants with the Council to include in the transfer of the Ecology Land to the Ecology Management Company:
- 5.1 a covenant by the Ecology Management Company only to permit access to the Ecology Land in accordance with documents approved under conditions 9 and 39 of the Planning Permission;
- 5.2 a covenant by the Ecology Management Company to maintain the Ecology Land in accordance with the documents approved under condition 9 and 39 of the Planning Permission;
- 5.3 a covenant by the Ecology Management Company not to transfer the Ecology Land into the individual ownership of the owners of the Dwellings; and
- 5.4 an obligation by the Ecology Management Company that should the Council so require for the Ecology Management Company to enter into a direct covenant with the Council to perform the obligations set out in paragraphs 5.1, 5.2 and 5.3 of this Schedule.

6. The Owner shall furnish a copy of the completed transfer in relation to the Ecology Land to the Council and shall inform the Council in writing of the contact details of any Ecology Management Company.
7. In the event that the First Owner and the Second Owner satisfy the Council that the Ecology Land can be properly managed and maintained in perpetuity by the First Owner and the Second Owner (or their agents or contractors) or by another mechanism then:-
 - 7.1 the requirement in paragraph 4 above to transfer the Ecology Land to an Ecology Management Company shall not apply and
 - 7.2 the provisions of paragraph 5 and 6 above shall not apply in so far as they relate to covenants being included in a transfer of the Ecology Land to an Ecology Management Company but shall instead be direct covenants from the First Owner or the Second Owner to the Council where the First Owner or the Second Owner retains the Ecology Land or shall be imposed as covenants in any transfer of the Ecology Land to any other appropriate body approved by the Council

SCHEDULE 7

COMMUNITY GROWING AREA

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

“Community Growing

Area (CGA) ”

means 0.34 hectares of land for allotments (including the land for parking spaces and a storage building) shown indicatively on the Green Infrastructure Plan unless otherwise agreed by the Council and delivered in accordance with the Housing Phasing Infrastructure Phasing and Open Space Strategy

“CGA Notice”

means notice in writing from the Council within 60 Working Days of completion of the CGA Works to confirm that the CGA Works have been carried out in accordance with the CGA Specification

“CGA Specification”

means a specification that includes provision for:

(a) the grading, cultivating and fencing of the CGA;

(b) the marking out of minimum size allotment plots (such minimum size to be agreed with the Council) with peg and string;

(c) a storage building which shall be large enough for users of the allotment plots to store tools and materials associated with use of the allotment plots with the aim of preventing a proliferation of sheds being erected on the allotment plots by users;

(d) a water supply for use by users of the allotment plots

(e) parking spaces

“CGA Works”

means works to provide allotments on the CGA in accordance with the approved CGA Specification

“CGA Management

Company”

means an established management company or a management company set up specifically for the purpose of managing the allotment plots provided within the CGA and which established management company or management company set up specifically has as its sole or main function the management of such facilities

2. The Owner hereby covenants with the Council as follows:

- 2.1 Not to Commence Development on the Phase where the CGA is situated unless and until:

- 2.1.1 the precise location (and area) of the CGA has been agreed (in writing) with the Council

- 2.1.2 the identity of the proposed CGA Management Company has been notified to the Council and agreed (in writing) with the Council
- 2.1.3 the CGA Specification has been submitted to the Council and approved (in writing) by the Council
- 2.2 Not to Occupy (or allow, cause or permit Occupation of) more than 75% of the Dwellings constructed in the relevant Phase unless and until the CGA Works have been carried out and the Council has been invited in writing to inspect the CGA Works and the Council has issued a CGA Notice
- 2.3 To maintain the CGA in a tidy state until the date upon which the transfer described in paragraph 2.4 below has been completed
- 2.4 Within 20 Working Days following the issue of the CGA Notice (such issue shall not be subject to the provisions of Clause 4.6 of this Agreement) to offer to transfer the CGA to the Council for the sum of £1.00 (one pound) and
 - 2.4.1 in the event that the Council agrees to accept a transfer of the Allotment Land within 2 months of the date of the offer referred to above the Owner shall forthwith transfer the Allotment Land to the Council
 - 2.4.2 in the event that the Council does not agree to accept a transfer of the CGA within 2 months of the date of the offer referred to above the Owner shall forthwith transfer the CGA to the CGA Management Company for the sum of £1.00 (one pound)
- 2.5 In the event that the CGA is transferred to the CGA Management Company the transfer shall contain:
 - 2.5.1 a covenant by the CGA Management Company only to permit the CGA to be utilised as allotments available to members of the public who are allocated an allotment in accordance with the allocation procedure of the Council or such other allocation procedure for allotments as the Council shall approve in writing; and
 - 2.5.2 a covenant by the CGA Management Company to maintain the CGA in a tidy state in perpetuity; and
 - 2.5.3 a covenant by the CGA Management Company not to transfer the CGA into the individual ownership of the owners of the Dwellings
 - 2.5.4 an obligation by the CGA Management Company that should the Council so require for the CGA Management Company to enter into a direct covenant with the Council to perform the obligations set out in paragraphs 2.5.1, 2.5.2 and 2.5.3 of this Schedule
- 2.6 The Owner shall furnish a copy of the completed transfer to the Council and shall inform the Council in writing of the contact details of any CGA Management Company
- 3. The Council hereby covenants with the Owner that in the event there is a transfer of the CGA to the Council the Council will not use the CGA (or allow cause or permit the CGA to be used) for any purpose other than as allotments available to members of the public who are allocated an allotment in accordance with the allocation procedure of the Council or such other allocation procedure for allotments as the Council shall approve in writing

SCHEDULE 8

NEIGHBOURHOOD CENTRE

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

“Neighbourhood Centre”	means an area of land of no less than 0.48 hectares shown for identification purposes only hatched orange and marked “Mixed Use” on the Land Use Plan which is to be provided in a Serviced Condition and which is to be utilised for the Neighbourhood Centre Purposes
“Neighbourhood Centre Purposes”	up to 250sq metres net floorspace for retail uses and up to 250 sq metres net floorspace for community uses
“Marketing Evidence”	means evidence in writing to show that the marketing of the Neighbourhood Centre has been undertaken in accordance with the approved Marketing Strategy
“Marketing Strategy”	means a marketing strategy for the marketing of the Neighbourhood Centre to include: <ul style="list-style-type: none">• The marketing commencement date• The proposed marketing methods (such as branding, website, on-site marketing brochures, press advertising, mailings)• Comparable evidence from the sale/lease of similar retail units to establish the market value at which the units in the Neighbourhood Centre should be offered to the market• Frequency of marketing• Duration of marketing• A register of persons who have expressed an interest in (or asked for details of) the units in the Neighbourhood Centre• A review mechanism to enable the Council to review the adequacy and/or impact of the Marketing Strategy and propose changes to the Marketing Strategy

2. The Owner hereby covenants with the Council as follows:
 - 2.1 Not to Occupy more than one hundred and eighty (180) Dwellings unless and until a Marketing Strategy has been submitted to the Council and approved (in writing) by the Council
 - 2.2 From the date of approval by the Council of the Marketing Strategy and for a period of at least 3 (three) years thereafter to market the Neighbourhood Centre in accordance with the approved Marketing Strategy and provide the Council with updated Marketing Evidence every 12 months from when the commencement of the marketing
 - 2.3 Not to Occupy more than two hundred and fifty (250) Dwellings unless and until the Owners have provided the Neighbourhood Centre in a Serviced Condition
3. For the avoidance of doubt the Council confirms that any residential use within the Neighbourhood Centre shall not be subject to the provisions of this Schedule

SCHEDULE 9

ON SITE RECYCLING FACILITIES

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

“Management Company” means a private limited company established or appointed for inter alia the purpose of managing the Recycling Facilities

“Recycling Facilities” means two areas of land within the Site to provide recycling of waste arising from the Development by the public being (unless otherwise agreed by the Council) :

(a) One (1) area being 20 metres wide and 10 metres deep; and

(b) One (1) area being 15 metres wide and 5 metres deep

each to be provided laid out and constructed in accordance with the approved Recycling Facilities Specification and broadly in accordance with the Housing Phasing Infrastructure Phasing and Open Space Strategy

“Recycling Facilities Certificate(s)” means certificate(s) in writing relating to the Recycling Facilities issued by a Council that confirm that the Recycling Facilities have been laid out and constructed in accordance with the approved Recycling Facilities Specification

“Recycling Facilities Plan” means a plan showing the exact location of the Recycling Facilities within the Site and which shall accord with the approved phasing strategy required by conditions imposed on the Planning Permission

“Recycling Facilities Management Plan” means a management plan prepared by the Owner to be approved in writing by the Council for the ongoing management and maintenance of the Recycling Facilities including for the avoidance of doubt provisions for the rectification of any defects and general maintenance of the Recycling Facilities until the completion of the relevant transfer of the Recycling Facilities to the Management Company and full details as to the funding and operation of the Management Company

“Recycling Facilities Specification” means a specification to be approved in writing by the Council for the laying out and construction of the Recycling Facilities to include:

(a) the construction of the hardstanding and the surface material (to include engineering drawings to show section construction details);

(b) means of enclosure (dependent on location);

(c) site signage;

(d) the number and type of recycling receptacles to be provided at each area.

- 2 The Owner hereby covenants with the Council that not later than the submission of the first application for Reserved Matters for a Phase containing Recycling Facilities it shall submit the Recycling Facilities Plan the Recycling Facilities Specification and the Recycling Facilities Management Plan for that Phase to the Council for approval.
- 3 The Council covenants with the Owner to use reasonable endeavours to provide approval in writing of the Recycling Facilities Plan the Recycling Facilities Specification and the Recycling Facilities Management Plan within 40 Working Days of their receipt by the Council.
- 4 The Owner covenants with the Council not to Commence Development in a Phase containing Recycling Facilities unless and until the Recycling Facilities Plan the Recycling Facilities Specification and the Recycling Facilities Management Plan relevant to that Phase have been approved by the Council.
- 5 The Owner covenants with the Council not to permit the Occupation of any of the Dwellings in a Phase that contains Recycling Facilities unless and until the Recycling Facilities in that Phase have been provided in accordance with the approved Recycling Facilities Plan and the Recycling Facilities Specification and the Council has been invited to issue and has issued a Recycling Facilities Certificate.
- 6 The Owner covenants with the Council to maintain the Recycling Facilities in accordance with the approved Recycling Facilities Management Plan until the date upon which the transfer(s) described in paragraph 9 below has been completed.
7. The Owner covenants with the Council that not before the expiration of 6 (six) months from the date of issue of the Recycling Facilities Certificate but not later than 12 (twelve) months from the date of issue of the Recycling Facilities Certificate they shall transfer the relevant Recycling Facilities to the Management Company.
8. The Owner shall permit the Council and its nominees and agents to enter the Recycling Facilities to carry out recycling operations such as emptying recycling receptacles.
9. The Owner covenants with the Council to include in the transfer of the Recycling Facilities to the Management Company:
 - 9.1 A covenant by the Management Company only to permit the Recycling Facilities to be utilised by the public as a Recycling Facility in accordance with this Deed;
 - 9.2 A covenant by the Management Company to permit the Council and its nominees and agents to enter the Recycling Facilities to carry out recycling operations such as emptying recycling receptacles;
 - 9.3 A covenant by the Management Company to maintain the Recycling Facilities in perpetuity in accordance with the Recycling Facilities Management Plan;
 - 9.4 A covenant by the Management Company not to transfer the Recycling Facilities into the individual ownership of the owners of any of the Dwellings; and
 - 9.5 An obligation by the Management Company that should the Council so require for the Management Company to enter into a direct covenant with the Council to perform the obligations set out in paragraphs 9.1 to 9.4 above.
- 10 The Owner shall furnish a copy of the completed transfers in relation to the Recycling Facilities to the Council and shall inform the Council in writing of the contact details of the Management Company.

SCHEDULE 10

AFFORDABLE HOUSING

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

"Affordable Housing"	means affordable housing as described in Annex 2 of the NPPF
"Affordable Housing Dwellings"	means 30% of the Dwellings within the Development all provided in accordance with the Affordable Housing Scheme and in accordance with standards acceptable to Homes England at the date of the Commencement of Development with all houses and ground floor flats to comply with Building Regulations 2015 Part M(4) Category 2 ("the Cat 2 Dwellings") and all Affordable Housing Dwellings that are adapted for wheelchair users shall comply with Building Regulations 2015 Part M(4) Category 3(2b) ("the Cat 3 Dwellings")
"Affordable Housing For Rent"	has the meaning ascribed to it at paragraph a) of the definition of "affordable housing" at Annex 2 of the NPPF
"Affordable Housing Scheme"	<p>means scheme which shall broadly accord with the approved HPIPOS Strategy and which :</p> <p>(i) provides that thirty percent (30%) of the Dwellings constructed on a Phase will be Affordable Housing Dwellings,</p> <p>(ii) identifies the precise location of the Affordable Housing Dwellings within the Phase to which it relates,</p> <p>(iii) identifies the number of houses and/or flats and/or bungalows (and the number of bedrooms in each house and in each flat and in each bungalow) that shall be Affordable Housing Dwellings,</p> <p>(iv) identifies the number of wheelchair adapted units to be provided in the relevant Phase and provides details of the internal specification and room sizes to demonstrate that they are Cat 3 Dwellings</p> <p>(v) identifies the precise total area of each of the Affordable Housing Dwellings (in square metres),</p> <p>(vi) identifies the precise Affordable Housing Tenure of the Affordable Housing Dwellings,</p> <p>(vii) provides a list of Approved Bodies who will be approached to take a transfer of the Affordable Housing Dwellings</p>

"Affordable Housing Tenure"	means 70% of the Affordable Housing Dwellings as Affordable Housing For Rent and 30% of the Affordable Housing Dwellings as Intermediate Housing unless otherwise agreed in writing with the Council with the actual number to be provided in each category of tenure being rounded up or down to the nearest whole number
"Approved Body"	means a provider of social housing registered with Homes England under the provisions of the 2008 Act or any body, organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a housing association
"Chargee"	any mortgagee or chargee (or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any administrator howsoever appointed or any such person appointed under any security documentation to enable a mortgagee or a chargee to realise it security) of the Approved Body or of the owner (excepting the Owner) or successors in title to such mortgagee or charge and/or a Housing Administrator of the whole or any part of the Affordable Housing Dwellings that have been transferred to an Approved Body
"Housing Administrator"	has the meaning ascribed to it in the Housing and Planning Act 2016
"Housing Needs Register"	means the register maintained by the Council or its nominee or an Approved Body for Persons in Housing Need
"Intermediate Housing"	means Other Affordable Routes to Home Ownership
"Nomination Rights"	the ability for the Council to nominate 100% of the occupants on the first letting of the Affordable Housing For Rent and (unless otherwise agreed in writing with the Council) 100% of the occupants of subsequent lettings of Affordable Housing For Rent
"Other Affordable Routes to Home Ownership"	has the meaning ascribed to it at para (d) of the definition of affordable housing at Annexe 2 of the NPPF and for the avoidance of doubt includes Shared Ownership
"Persons In Housing Need"	means a person or persons registered on the Housing Needs Register or such other person considered by the Council or the Approved Body to be in housing need having regard to their income and local house prices and rents
"Protected Tenant"	means any tenant who: <ul style="list-style-type: none"> (a) has exercised the right to acquire pursuant to the 2008 Act or any statutory provision for the time being in force (or

any equivalent contractual or voluntary right) in respect of a particular Affordable Housing Dwelling

(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling

(c) has been granted a shared ownership lease by the Approved Body and has become a 100% Staircaser

"Regulator of Social Housing" means the public body set up to fund and regulate the provision of Affordable Housing in England and any successor body

"Shared Ownership" means dwellings to be let on a Shared Ownership Lease to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time being in force in accordance with terms in the Regulator of Social Housing capital funding guide

"Shared Ownership Lease" means a lease of over 125 years substantially in the form of the Regulator of Social Housing model lease from time to time where:-

- a) an initial purchase shall range from 25% to 75% of the equity dependent on the ability of the lessee to obtain finance
- b) there is the ability for the lessee to acquire up to 100% of the equity in the Shared Ownership dwelling at some time in the future (including through Staircasing)
- c) capital receipt received from Staircasing is to be retained by the Approved Body and the Approved Body shall use reasonable endeavours to re invest such capital receipt in Affordable Housing within the district of Braintree subject to any contrary requirements within the Regulator of Social Housing capital funding guide

"Staircasing" means the process by which a lessee of Shared Ownership dwelling becomes a 100% Staircaser

"100% Staircaser" means a lessee of an Affordable Housing Dwelling under a shared ownership or shared equity arrangement who has acquired 100% of the equity in the said Affordable Housing Dwelling

"2008 Act" means the Housing and Regeneration Act 2008

PART ONE

2. The Owner hereby covenants with the Council as follows:-

- 2.1 To submit an Affordable Housing Scheme to the Council with the first application for Reserved Matters approval in relation to each Phase and not to Commence Development in a Phase unless and until the Affordable Housing Scheme for that Phase has been approved by the Council
- 2.2 To submit the proposed identity of the Approved Body to the Council in writing for approval and not to Occupy any Market Dwellings within any Phase unless and until the Council has approved the identity of the Approved Body; and
- 2.3 To construct the Affordable Housing Dwellings in each Phase in accordance with the approved Affordable Housing Scheme for that Phase
- 2.4 Not to permit the Occupation of more than 50% (fifty per cent) of the Market Dwellings in any Phase until such time as 50% (fifty per cent) of the Affordable Housing Dwellings to be provided in that Phase have been constructed and are available for Occupation and have been transferred to an Approved Body (unless such a transfer is not required pursuant to the Affordable Housing Scheme
- 2.5 Not to permit Occupation of more than 80% (eighty per cent) of the Market Dwellings in any Phase until such time as all of the Affordable Dwellings to be provided in that Phase have been constructed and are available for Occupation and have been transferred to an Approved Body (unless such a transfer is not required pursuant to the Affordable Housing Scheme
- 2.6 That the Affordable Housing Dwellings shall (subject to the provisions of paragraph 4 below) be Occupied for no other purpose than as Affordable Housing
- 2.7 That Affordable Housing For Rent shall (subject to the provisions of paragraph 8 below) be Occupied in accordance with the Nomination Rights
- 2.8 To serve on the Council notice in writing not less than ten (10) Working Days after the first Occupation of 45% and 75% of the Market Dwellings in any Phase

3. For the purposes of this Schedule only the expression "transfer" or "transferred" shall mean a transfer of the freehold or grant of a lease with a term of not less than 125 years of the Affordable Housing Dwelling or an agreement for sale or lease agreed with the Approved Body that has been unconditionally released for completion by the Owner and which transfer or grant shall be subject to the provisions of Part 2 of this Schedule

4. It is hereby agreed and declared:

4.1 The obligations and restrictions contained in this Schedule shall not bind:

4.1.1 a Chargee of the whole or part of the Affordable Housing Dwellings PROVIDED THAT such Chargee acting pursuant to any event of default has first complied with the provisions of paragraph 4.2 of this Schedule

4.1.2 a Protected Tenant

4.1.3 any 100% Staircaser

4.1.4 any mortgagee or chargee or receiver of an occupier of an Affordable Housing Dwelling lawfully exercising the mortgagee protection provision within a lease

4.1.5 any mortgagee or chargee or receiver of a 100% Staircaser or a Protected tenant

4.1.6 any person or body deriving title through or from any of the parties mentioned in paragraphs 4.1.1 – 4.1.5 (inclusive) above

4.2 Any Chargee claiming the protection granted by paragraph 4.1 above must first:

4.2.1 give written notice to the Council of its intention to dispose of the Affordable Housing Dwelling,

4.2.2 use reasonable endeavours over a period of twelve weeks from the date of such written notice to dispose of the Affordable Housing Dwelling to another Approved Body or to the Council for a consideration and not less than the amount due and outstanding to the Chargee under the terms of the mortgage or charge including all accrued principal monies, interest and costs and expenses incurred by the Chargee in respect of the mortgage or charge

PROVIDED THAT at all times the rights and obligations in this paragraph shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

4.3 If such disposal referred to in paragraph 4.2.2 above has not take place within such twelve week period the Chargee shall be entitled to dispose of the Affordable Housing Dwellings free from the affordable housing provisions contained in this Agreement

PART TWO

1. The transfer of the Affordable Housing Dwellings to the Approved Body shall be with vacant possession

2. The transfer deed for the transfer of the Affordable Housing Dwellings to the Approved Body shall be prepared by the Owner at no cost to the Approved Body and shall contain:

2.1 a grant by the Owner to the Approved Body of all rights of access and passage of services and all other rights reasonably necessary for the beneficial use and enjoyment of the Affordable Housing Dwellings

2.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development and the beneficial use and enjoyment of the remainder of the Site

2.3 such other covenants as the Owner may reasonably require for the maintenance of the Development once it is completed and the preservation of the appearance thereof

SCHEDULE 11

HEALTHCARE CONTRIBUTION

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

“Healthcare Contribution” means the sum of Two Hundred and Seventeen Thousand Six Hundred Pounds (£217,600.00) Index Linked

“Healthcare Contribution Purposes” means the provision of increased medical/healthcare capacity at the Church Lane Surgery, Braintree and/or in Braintree Town Centre including the reimbursement of capital funding for such provision made by NHS England in anticipation of receipt of the Healthcare Contribution

“NHS England” means the national commissioning authority for health services in England or its successor body from time to time.

2. The Owner hereby covenants with the Council not to Commence the Development prior to depositing the Healthcare Contribution with the Council
3. The Council hereby covenants with the Owner that it shall:
- 3.1 Provide a written form of receipt for payment of the Healthcare Contribution on receipt of the Healthcare Contribution;
- 3.2 Pay the Healthcare Contribution to NHS England upon receipt of a document from NHS England detailing a project to be undertaken which satisfies the Healthcare Purposes
- 3.3 Keep and maintain an up to date record of all payments from the Healthcare Contribution transferred by the Council to NHS England;
- 3.4 Following receipt of a written request not to be made prior to the expiry of 5 (five) years from the date of Reserved Matters approval for the last Phase of the Development to receive Reserved Matters approval to repay to the party who paid the Healthcare Contribution any unspent part of the Healthcare Contribution still held by the Council together with interest calculated at the Seven Day LIBID Rate on the unexpended part from the date of payment until the date that the unexpended part is actually repaid within 20 Working Days of receipt of the aforementioned written request.
4. The Owner acknowledges that the Council shall not be responsible for how the Healthcare Contribution is utilised for its return under paragraph 3.4 above once it has transferred the Healthcare Contribution to NHS England but without prejudice to the rights of the Owner to seek repayment directly from NHS England and in which case the Council shall provide the Owner with reasonable assistance.

SCHEDULE 12

ECOLOGICAL MITIGATION

1. In this Schedule the following words and expressions shall have the following meaning:

"Natura 2000"	has the meaning ascribed to it in section 3(1) of the Conservation and Habitats and Species Regulations 2017
"RAMS"	means a recreation avoidance and mitigation strategy in relation to Essex Coast Natura 2000 Designations (in particular; Blackwater Estuary SPA/RAMSAR
"RAMS Contribution"	means the sum of one hundred and twenty five pounds and fifty eight pence (£125.58) per Dwelling Index Linked towards the RAMS Contribution Purposes
"RAMS Contribution Purposes"	means the funding of strategic 'off-site' measures identified by the adopted RAMS (as the case maybe at Commencement of Development) to mitigate any increased use as a result of the Development at Essex Coast Natura 2000 Designations (in particular; Blackwater Estuary SPA/RAMSAR; and Essex Estuaries SAC)

2. The Owner hereby covenants with the Council to pay to the Council the RAMS Contribution prior to Commencement of Development in any Phase and the Owner shall not Commence Development in a Phase nor permit the Commencement of Development in that Phase until the RAMS Contribution for that Phase has been paid to the Council.
3. The Council hereby covenants with the Owner:
- 3.1 to provide a written form of receipt for payment of the RAMS Contribution on receipt of the said contribution pursuant to paragraph 2 above;
- 3.2 to place the RAMS Contribution when received into an interest-bearing account with a clearing bank and to utilise the same for the RAMS Contribution Purposes

SCHEDULE 13

EDUCATION CONTRIBUTION

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

"Completion Notice"	means the written notice served by the Owner pursuant to paragraph 2.4 of this Schedule
"Early Years and Childcare Contribution"	means the Early Years and Childcare Pupil Product multiplied by the cost generator of twenty three thousand three hundred and fifty five pounds sterling (£23,355.00)
"Early Years and Childcare Pupil Product"	means the product of the 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 provision of education facilities for the education and/or care of children between the ages of 0 to 5 (both inclusive) including those with special educational needs within the Bocking North Ward or within 3 miles of the Development 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 the Primary Education Contribution the Secondary Education Contribution to which sums the Relevant Education Indexation shall be added
"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 reasonably nominated by the County Council
"Education Index Point"	means a point on the most recently published edition of the Education Index at the time of use
"Education Purposes"	means the Early Years and Childcare Purposes the Primary Education Purposes and/or the Secondary Education Purposes (as relevant)
"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

"General 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
"General Index Point"	means a point on the most recently published edition of the General Index at the time of use
"House"	means a Dwelling that is not a Flat
"Notice of Commencement"	means the written notice served pursuant to paragraph 2.4 of this Schedule
"Payment Notice"	means a written notice advising of a proposed payment served pursuant to paragraph 2.3 of this Schedule
"Primary Education Contribution"	means the Primary Pupil Product multiplied by the cost generator of £14,900.50 (fourteen thousand nine hundred pounds and fifty pence) sterling
"Primary Education Purposes"	means the design (including feasibility work) and or delivery and or provision of Educational facilities for the education and/or care of children between the ages of 4 to 11 (both inclusive) including those with special educational needs within the Braintree Planning Group 6 and/ or either of the potential new school sites (Panfield Lane or Straits Mill) and/or on expansion of an existing school (planning group 6 and/ or within 3 mile radius of the Development including the reimbursement of capital funding for such provision made by the County Council 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 have 2 (two) or more rooms that may by design be used as bedrooms for the avoidance of doubt this means one (1) bedroom flats are excluded
"Qualifying Houses"	means the number of Houses that have 2 (two) or more rooms that may by design be used as bedrooms for the avoidance of doubt this means one (1) bedroom houses are excluded
"Relevant Education Indexation"	means the amount that the Owner shall pay with and 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 shown in the Education Index between the Education Index Point pertaining to April 2019 and the Education Index Point pertaining to the date the payment is due to be made to the County Council

“Relevant General Indexation”		means the amounts that the Owner shall pay with and/or agree in addition to each part of the fee or sum set out under paragraph 5.2 and/or paragraph 5.7 below that shall in each case equal a sum calculated by taking the amount being paid and multiplying this amount by the percentage change shown in the General Index between the General Index Point pertaining to April 2019 and the date payment is made to the County Council
“Secondary Contribution”	Education	means the Secondary Pupil Product multiplied by the cost generator of £23,214.00 (twenty three thousand two hundred and fourteen pounds) sterling
“Secondary Education Purposes”		means the design (including feasibility work) and or delivery and or provision of Educational facilities for the education and/or care of children between the ages of 11 to 19 (both inclusive) including those with special educational needs within the Braintree Secondary Group 1 (Braintree) and/ or with a 3 mile radius of the development including the reimbursement of capital funding for such provision made by the County Council 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 Owner hereby covenants with the County Council:
 - 2.1. To serve on the County Council not less than 40 working days prior to Commencement of Development a notice stating the expected Commencement Date and the expected Unit Mix of the Development and in the event that the Unit Mix constructed or to be constructed as the Development 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 14 (fourteen) Working Days of the revised Unit Mix being decided;
 - 2.2. To serve on the County Council notice of Occupation of the first Dwelling within 1 (one) month thereof and on a 6 (six) 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;
 - 2.3. to serve on the County Council the Payment Notice between sixty (60) and thirty (30) Working Days prior to the date that each and any payment is due to be made to the County Council under this Agreement stating the date that such payment becomes due and any further information stipulated in the Schedules to this Agreement;
 - 2.4. to serve on the County Council the Completion Notice within 30 Working Days of all Dwellings being Occupied for the first time stating the date that the last Dwelling to be Occupied was Occupied for the first time and any further information stipulated in the Schedules to this Agreement and for the avoidance of doubt any dispute regarding any notice to be served

under this Agreement may be resolved through the 2 mechanisms set out in Clause 8 of this Agreement.

2.5. To pay the Education Contribution to the County Council in the following instalments:

2.5.1 10% of the Education Contribution prior to the first Occupation of any Dwellings and not to allow the first Occupation of any Dwellings before paying that sum to the County Council;

2.5.2 15% of the Education Contribution prior to the first Occupation of more than 51 (fifty one) Dwellings and not to allow the first Occupation of more than 51 Dwellings before paying that sum to the County Council;

2.5.3 A further 25% of the Education Contribution prior to the first Occupation of more than 150 (one hundred and fifty) Dwellings and not to allow the first Occupation of more than 150 (one hundred and fifty) Dwellings before paying that sum to the County Council;

2.5.4 The final 50% of the Education Contribution prior to the first Occupation of more than 300 (three hundred) Dwellings and not to allow the first Occupation of more than 300 (three hundred) Dwellings before paying that sum being the balance of the Education Contribution to the County Council.

3. The Notice of Commencement shall in addition to that information stipulated in paragraph 2.1 to this Schedule 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 Schedule the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably.

4 The Payment Notice shall state the Unit Mix on which the payment is to be based.

5 The Completion Notice shall state the final Unit Mix.

6. It is hereby agreed and declared:

6.1 In the event that the Education Contribution is paid later than dates set out in paragraph 2.5 then the amount of the Education 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 Commencement and the Education Index Point prevailing at the date of actual payment multiplied by the Education Contribution due or if greater an amount pertaining to interest on the Contributions or part thereof due calculated at the Seven Day LIBID Rate from the date of Commencement until the date payment of the Education Contribution is received by the County Council

6.2 In addition to the requirement of 6.1 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 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) plus the Relevant General Indexation for each and every letter sent to the Owner pursuant to the debt.

6.3 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 covenant 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.

6.4 In the event that the Education Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum or sums in whole or in part if in good faith the County Council has spent the Education Contribution or have entered into a legally binding contract(s) or obligation(s) to spend the Education Contribution PROVIDED THAT the County Council shall otherwise be under an obligation to return any such overpaid sum or sums in whole or in part if the Owner notifies the County Council of such overpayment within ten (10) Working Days of such overpayment having been made to the County Council

6.5 Any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Owner and received by the County Council within two (2) months of receipt by the Owner of the County Council's statement referred to in paragraph 7.3 and shall clearly state the grounds on which the expenditure is disputed

6.6 In the event that no written request is received by the County Council from the Owner pursuant to paragraph 7.2 or no valid dispute is raised by the Owner pursuant to paragraph 6.5 above the Owner shall accept that the Education Contribution has been spent in full on the Education Contribution Purposes

7. The County Council hereby covenants with the Owner:

7.1 To place the Education Contribution when received into an interest bearing account and to utilise the same solely for the Education Purposes

7.2 That upon receipt of a request in writing to do so to be received by the County Council no sooner than the tenth (10th) anniversary of the Education Contribution being paid in full, to return to the party who deposited the Education Contribution any part of the Education Contribution that remains unexpended when such request in writing is received (together with interest accrued at the Seven Day LIBID Rate on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by the County Council to make a payment in respect of any Purpose the unexpended part of the Education Contribution shall not be repaid until such payment is made and the unexpended part of the Education Contribution to be repaid shall not include such payment.

7.3 That upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of the first Occupation of the first Dwelling the County Council shall provide the Owner with a statement confirming whether the Education Contribution has been spent and if the Education Contribution has been spent in whole or in part outlining how the Education Contribution has in whole or in part been spent.

SCHEDULE 14

EDUCATION SITE

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

County's Nominee means any person(s) company (ies) body (ies) or organisation(s) that the County shall employ fund or work in partnership with in connection with the design construction commissioning running or maintenance of the Education Facility and for the avoidance of doubt the County's Nominee may include any providers of free state education or childcare of any type

Education Facility means indoor and outdoor facilities for education and childcare of children between the ages of 0 and 5 years (both inclusive)

Education Site means the 0.13 hectares (ha) of usable land shown illustratively and for identification purposes only blue (and identified as 'nursery site') on the Land Use Plan

Education Site Access Plan means a plan setting out the location design and specification of routes on the Site that are or shall prior to the opening of the Education Facility be adopted as public highways and which shall provide to the boundary of the Education Site without ransom-strip unrestricted separate:

- (a) pedestrian and emergency vehicle access via a paved pedestrianised public area of at least one hundred (100) metres square abutting the boundary of the Education Site 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
- (d) any additional such access infrastructure that the County Council may reasonably require to adequately and properly serve and service the Education Site

Education Site Notice means the notice that the County may serve on the Owners requiring the transfer of the Education Site to the County Council pursuant to Paragraph 3 of this part of this Schedule

Education Site Option Period means a period of time starting on the date that fifty one (51) Dwellings are Occupied for the first time and ending ten (10) years after the date that the last Dwelling on the Site to be Occupied is Occupied

Education Site Specification means the criteria set out in the 'Education Site Specification Checklist' set out as Annex 1 to this Schedule with which the Education Site must comply

Education Site Suitability Checklist means a checklist submitted by the Owner with the first application for Reserved Matters of the Phase that contains the Education Facility to show that the Education Site complies with the Education Site Specification

Education Site Transfer Terms means all terms and conditions in this Agreement to be met by the Owner to facilitate the transfer of the Education Site to the County Council or to the County's Nominee

Education Site Utility Plan means a plan 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 Owners to the boundary of the Education Facility

at points specified by the County Council and that shall where specified provide the capacities set out in the 'Minimum Education Site Utility Capacities' referred to in the Education Site Specification 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 an Education Facility in all respects to the satisfaction of the County Council

Utilities means gas water electricity telephone broadband foul drainage and surface water drainage (including such legal rights as the County Council considers necessary for the discharge of surface water over adjoining land) and any and all other media services and or utilities as may in the County Council's reasonable view be appropriate with appropriate rights to use all relevant delivery infrastructure

2. The Owner hereby covenants

2.1 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 use as an Education Facility in any way or add to the cost or time taken to construct an Education Facility including for the avoidance of doubt storage and or car parking; and

2.2 to share with and provide at no cost to the County Council and or the County'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 that 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

3. The Owner hereby acknowledges and agrees that 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 Owners

4. On service of the Education Site Notice the Owner hereby covenants with immediate effect

4.1 to grant to the County Council and the County's nominee the right to the 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 Date exist on the Site and if required by the County Council (acting reasonably) grant such legal rights as the County Council considers necessary for the discharge of surface water through land adjacent to and in the vicinity of the Education Site; and

4.2 to grant to the County Council and the County's Nominee rights of way with or without vehicles and for all purposes over any roads or routes (temporary or permanent) on the 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.

5. The Owner hereby covenant to within six (6) months of the date on which the Education Site Notice is served:

5.1 with all due diligence to complete in full the Education Site Works to the County Council's satisfaction;

5.2 to allow the County Council and or the County's Nominees 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;

5.3 to provide in favour of the County Council and if appropriate the County's Nominee surety in the form of a collateral warranty backed by appropriate insurance as agreed by the County Council guaranteeing that the Owner has met the duties set out in Paragraph 5.1 of this Schedule and in the event that the Education Site is later found by the County Council not to meet the Education Site Specification in full then the County Council or the County's Nominee shall be entitled to carry out any such works required to render the Education Site congruent to the Education Site Specification and recover all costs reasonably incurred by the County Council or the County's Nominee from the Owner and/ or the Owner's surety pertaining to the cost of these works and also any incidental expenses in connection with such works such payment to be made by the Owner within twenty eight (28) days of any such works being completed;

5.4 to agree in writing with the County Council the Education Site Utility Plan and the Education Site Access Plan ensuring always that there are no ransom strips that prevent full access to the Education Site or use of Utilities;

5.5 to provide to the boundary of the Education Site at points agreed by the County Council 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;

5.6 to provide and grant to the County Council and the County's Nominee access over a temporary route and surface suitable for the free and uninterrupted passage ingress and egress of plant machinery vehicles and pedestrians over the Site from the existing maintainable highway to the boundary of Education Site such route being agreed between the Owners and the County Council 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 6.2 of this Schedule; and

5.7 to complete the transfer free of encumbrances of the Education Site to the County Council or if so directed by the County Council to the County's Nominee on the Education Site Transfer Terms in exchange for consideration not exceeding in total the sum of one pound sterling (£1).

6. The Owner hereby covenant to within eighteen (18) months of the date on which the Education Site Notice is served:

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

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

6.3 agree with the County Council and then provide and install including any necessary traffic regulation orders appropriate road signage pertaining to the Education Facility all at the Owner's expense; and

6.4 provide footways three (3) metres in width to all highways (excluding non-thru-routes) within one hundred (100) metres of the Education Site.

7. The County Council hereby covenants:

7.1 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

7.2 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 or the County's Nominee and it is not demonstrated that 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 or the County'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 to the Owner with vacant possession in consideration of the sum of one pound sterling (£1).

Annex 1

Education Site Specification Checklist

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

Roughly rectangular in shape

Sufficient width and length for size of an education facility

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 from suitable public highways (not a cul de sac) and safe direct walking & cycling routes

Centrally located to the overall development or area the school will serve

Well located in relation to other neighbourhood facilities and public realm

Well located in relation to the public transport network

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)

Outside the cordon sanitaire of any sewage plant

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

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

Not affected by potential sources of light pollution e.g. major roads, car parks or industry

Sufficiently distant from any land use that could cause public anxiety such as:-

- Chemical or petro-chemical production or storage

- Establishments storing or handling live viruses

- Facilities housing or treating people with a history of violence or a threat to children

- Incinerators

- Sites currently or previously used for land fill or rubbish disposal

- Aviation or high speed transportation e.g. train lines or helipads

- Major roads or traffic honeypots e.g. large retail outlets

- Prisons or facilities for persons with a history of offending

- Phone or radio masts and transmitters

- High voltage power lines

- Firing ranges, premises storing live ordnance / ammunition or UXB sites

- Land or buildings with a use emitting a strong odour

Quarries or other major sources of dust

Premises housing dangerous animals, birds, reptiles or insects

Free from encumbrances that may need to be removed

Free of buildings and other surface structures

Free from trees on or abutting the site

Free of pipes, conduit chambers, cables and the like and within 10 metres of the 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 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 Essex County Council all school sites must be fenced by a 1.8 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 school 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 2016
Utility Requirements/Capacities for Education Sites –

Places 56

Electrical (three phase) 150KVA 200 amps

Gas (21mbar at meter) 230KW/HR

Water (domestic) 50mm 1.5l/s

Water (sprinkler system) a 100mm mains connection pressurised system is required, storage tank with pumps to fill the tank in 36 hours

Telecom ducts (90mm) 1

SCHEDULE 15

HIGHWAYS

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

"Adjoining Site Link Road" means the link road to be constructed on land adjoining the Site by a third party to link Panfield Lane and Springwood Dive as shown on Vectos drawing VN30215-200 Rev V attached to this agreement at Annexe A

"Highways Act" means the Highways Act 1980

"Highway Works" means

- a) Upgrade the Deanery Hill north west bound and south east bound bus stops to a specification to be agreed by the County Council as part of the Highway Works Agreement
- b) the provision of a footway/cycleway between the Panfield Lane proposed Site access and Churchill Road to the north all as shown in principle on drawing 70048176-WSP-TP-DWG-013_Rev. P02 attached to this agreement at Annexe A

and all such works to be carried out by and/or at the cost of the Owner in accordance with any requirements of the Highway Works Agreement

"Highway Works Agreement(s)"

means an agreement or agreements entered into under section 38 and section 278 of the Highways Act (and all other relevant enabling powers that the County Council may reasonably require to be used) to regulate the carrying out of, the dedication of and the adoption of the Highway Works and these agreement(s) may include but not be limited to:

(a) the securing of a bond to ensure that third party funds are available to complete the Highway Works to the satisfaction of Highways England and/or the County Council in the event that the Owner fails to do so and

(b) the payment of the works inspection fees, maintenance fees, special orders fees, supervision fees and any other such reasonable fees as Highways England and/or the County Council shall require

(c) the payment of the legal and other fees associated with the drafting negotiating and completion of the Highway Works Agreement and

(d) the preparation and advance approval of works drawings and traffic management measures

(e) the certification and maintenance of the Highway Works

(f) the regulating of the issue of a works licence to enable the Highway Works to be carried out

(g) the securing of an indemnity or bond relating to both Land Compensation Act 1973 matters and Noise Insulation Regulations 1975 as amended by the Noise Insulation (Amendment) Regulations 1988 (SI 1988/2000) and any other indemnity or bond for liability issues as Highways England and/or the County Council shall reasonably require

(h) clauses dealing with dedication of land as public highway

(i) the standards and procedures for carrying out the Highway Works

2. The Owner covenants with the Council and the County Council

- 2.1 to enter into a Highway Works Agreement for the Highway Works prior to commencing the Highways Works or such other timescale as shall be agreed in writing
- 2.2 not to Occupy allow cause or permit to be Occupied any Dwellings unless and until the paragraph a) Highway Works have been properly completed in accordance with the Highway Works Agreement and the relevant certificate confirming such completion has been issued under the provisions of the Highway Works Agreement
- 2.3 not to Occupy allow cause or permit to be Occupied more than fifty (50) Dwellings unless and until the paragraph b) Highway Works have been properly completed in accordance with the Highway Works Agreement and the relevant certificate confirming such completion has been issued under the provisions of the Highway Works Agreement
- 2.4 not to Occupy allow cause or permit to be Occupied more than 50 (fifty) Dwellings unless and until the Adjoining Site Link Road has been properly completed and opened fully for use by the public

SCHEDULE 16

HIGHWAY CONTRIBUTION

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

"Highway Contribution"	means the sum of £395,000.00 (Three Hundred and Ninety Five Thousand Pounds) to which sum the Relevant Highway Indexation shall be added
"Highway Contribution Purposes"	means improvement works to the Rayne Road / Springwood Drive/ Pods Brook Road roundabout
"Highways 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 Point"	means a point shown on the Relevant Highway Index indicating a relative cost at a point of time
"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 Index Point pertaining to April 2020 and the date of the most recent 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:
 - 2.1 not to cause, allow or permit Occupation of any more than fifty (50) Dwellings unless and until the Highway Contribution has been paid to the County Council; and
 - 2.2 to pay to the County Council on or before the Commencement Date an additional non refundable contribution of 2% of the Highway Contribution up to maximum of £2000.00 (Two Thousand Pounds) (no VAT) towards the County Council's reasonable and proper costs of monitoring and managing the administration of the obligations that the Owner is required to observe and perform pursuant to the terms of this Schedule.
3. The County Council hereby covenants with the Owner to:
 - 3.1 provide a written form of receipt for payment of the Highway Contribution on receipt of the Highway Contribution pursuant to paragraph 2 above;
 - 3.2 place the Highway Contribution when received into an interest bearing account with a clearing bank and to utilise the same for the Highway Contribution Purposes
 - 3.3 upon receipt of a request in writing to do so to be received by the County Council from the Owner no sooner than the third (3rd) anniversary of the date of payment

to the County Council to return to the Owner the unexpended part of the Highway Contribution together with interest accrued on the unexpended parts PROVIDED THAT where at the third (3rd) anniversary of the date of payment to the County Council a legally binding unconditional contract has been entered into by the County Council in respect of the Highway Contribution Purposes the County Council shall be entitled to utilise the Highway Contribution to make payment under such a contract for a further period of 12 months

- 3.4 that upon receipt of a written request(s) from the Owner no sooner than the third (3rd) anniversary of the date of payment to the County Council to provide the Owner with a statement confirming whether the Highway Contribution has been spent and if the Highway Contribution has been spent in whole or in part outlining how the Highway Contribution has in whole or in part been spent
- 4. It is hereby agreed and declared
 - 4.1 Any dispute in relation to how 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 3.4 above and shall clearly state the grounds on which it is disputed. If no written request is received by the County Council or no valid dispute is raised, the Owners shall accept that the Highway Contribution has been spent on the appropriate Purposes
 - 4.2 In the event that the Highway Contribution or part thereof is paid later than the date payment is due, then the amount of the Highway Contribution or part thereof payable by the Owner shall in addition include an amount equal to any percentage increase in costs shown by the relevant Index between the Index Point prevailing at the date payment is due and the date payment is received by the County Council multiplied by the Highway Contribution or part thereof due or if greater, an amount pertaining to interest on the Highway Contribution or part thereof due calculated at the Seven Day LIBID Rate or such other rate as the County Council deems appropriate from the date payment is due until the date payment is received by the County Council

SCHEDULE 17

PUBLIC TRANSPORT CONTRIBUTION

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

"Commencement of Service Date"	means the first operational date of the Service
"Commencement of Service Notice"	means written notice served by the County Council to the Owner indicating the date that the Service first commences
"First Payment Date"	means the date of payment of part of the Public Transport Contribution as required pursuant to paragraph 2.1 below
"General 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
"Index Point"	shall mean the point on the most recently published edition of the Index at the time of use
"Public Transport Contribution"	means the sum of one million fifty thousand pounds sterling (£1,050,000.00) to which sum the General Index shall be added
"Public Transport Contribution Purposes"	means the use of the Public Transport Contribution to provide the Service for either a period of five years from the Commencement Date or such shorter period as the County Council shall specify in the event that the Public Transport Contribution is insufficient to allow for the Service to be provided for a full five year period
"Relevant General Indexation"	means the amount that shall be paid in addition to the part of the Public Transport Contribution being paid, that shall equal a sum calculated by taking the amount of the Public Transport Contribution being paid and multiplying this amount by any upward percentage change shown in the General Index between the Index Point pertaining to April 2020 and the most recent Index Point published in relation to the date the payment is due to be made to the County Council or is paid if earlier
"Revenue"	means fares received by the operator(s) of the Service(s) during the period of operation of the Service(s) that relate to passengers using the Service(s) between the Development and Braintree Town Centre.
"Service"	means bus service provision on a half hourly basis between the Site and Braintree Town Centre seven days a week between the hours of 06.00 and 22.00 Monday to Saturday and 09.00 and 18.00 on a Sunday

2. The Owner hereby covenants with the County Council:

- 2.1 to serve on the County Council not less than 75 Working Days prior written notice of the expected date of first Occupation of the fifty first (51st) Dwelling
- 2.2 not to permit Occupation of more than fifty one (51) Dwellings on the Development unless and until sixty (60) per cent plus Relevant General Indexation of the Public Transport Contribution has been paid to the County Council;
- 2.3 to pay a further twenty (20) per cent plus Relevant General Indexation of the Public Transport Contribution to the County Council on or prior to the second anniversary of the First Payment Date
- 2.4 to pay the final twenty (20) per cent plus Relevant General Indexation of the Public Transport Contribution to the County Council on or prior to the third anniversary of the First Payment Date.
- 2.5 to pay to the County Council on or before the Commencement Date an additional non refundable contribution of 2% of the Public Transport Contribution up to maximum of £2000.00 (Two Thousand Pounds) (no VAT) towards the County Council's reasonable and proper costs of monitoring and managing the administration of the obligations that the Owner is required to observe and perform pursuant to the terms of this Schedule.

3. The County Council hereby covenants with the Owner to:

- 3.1 serve the Commencement of Service Notice on the Owner indicating the Commencement of Service Date
- 3.2 place the Public Transport Contribution when received into an interest bearing account with a clearing bank and use reasonable endeavours to utilise the same for the Public Transport Contribution Purposes;
- 3.3 upon receipt of a request in writing to do so to be received by the County Council from the Owner or the payer no sooner than the sixth (6th) anniversary of the Commencement of Service Date to provide the Owner with accounts to show how the Public Transport Contribution has been utilised and to specify the amount of Revenue
- 3.4 upon receipt of a request in writing to do so to be received by the County Council from the Owner or the payer no sooner than the sixth (6th) anniversary of the Commencement of Service Date to return any Revenue to the Owner.

SCHEDULE 18

RESIDENTS TRAVEL PLAN MONITORING FEE

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 2020 and the date payment is made to the County Council

“Residential Travel Plan”

means the Travel Plan imposed by condition on the Planning Permission

“the Residential Travel Plan Monitoring Fee”

means a non-refundable annual payment of one thousand five hundred pounds (£1,500) plus Relevant Sustainable Travel Indexation payable from the date of Commencement over a minimum period of five (5) consecutive years and a maximum period of ten (10) consecutive years 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 To pay the first annual payment of the Residential Travel Plan Monitoring Fee to the County Council prior to Commencement and not to Commence the Development until the first annual payment of the Residential Travel Plan Monitoring Fee has been paid to the County Council
- 2.2 To pay the Residential Travel Plan Monitoring Fee to the County Council on each subsequent anniversary following the first annual payment until the anniversary immediately following the first Occupation of the final Dwelling but in any event for no more than 10 payments in total and in the case of late payments 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
Seven Day LIBID Rate

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

THE COMMON SEAL of
BRAINTREE DISTRICT COUNCIL
was affixed in the presence of:

)
)
)



Authorised Signatory



40633

THE COMMON SEAL of
ESSEX COUNTY COUNCIL
was affixed in the presence of:

)
)
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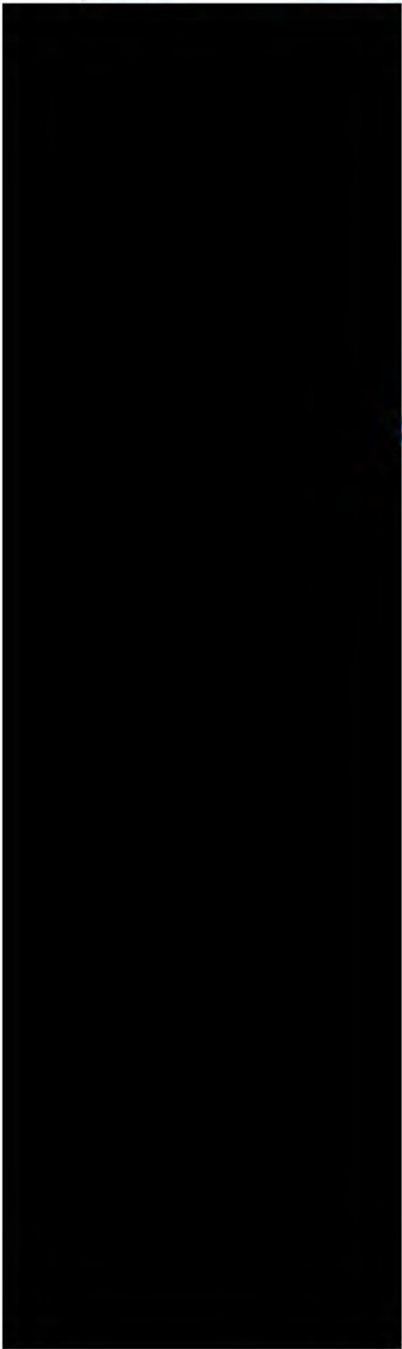


Attesting Officer

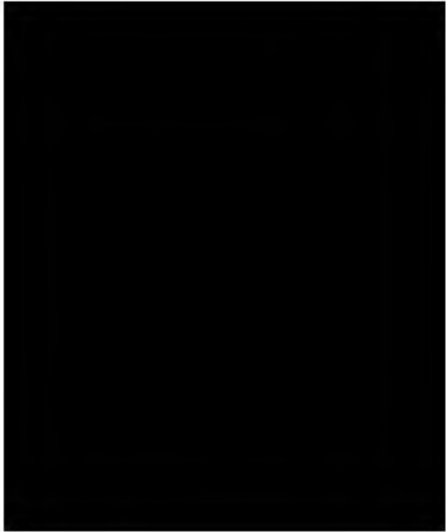
SPARK SMART

EXECUTED as a DEED by
affixing the COMMON SEAL of
REPAIRBROOK LIMITED
in the presence of

)
)
)

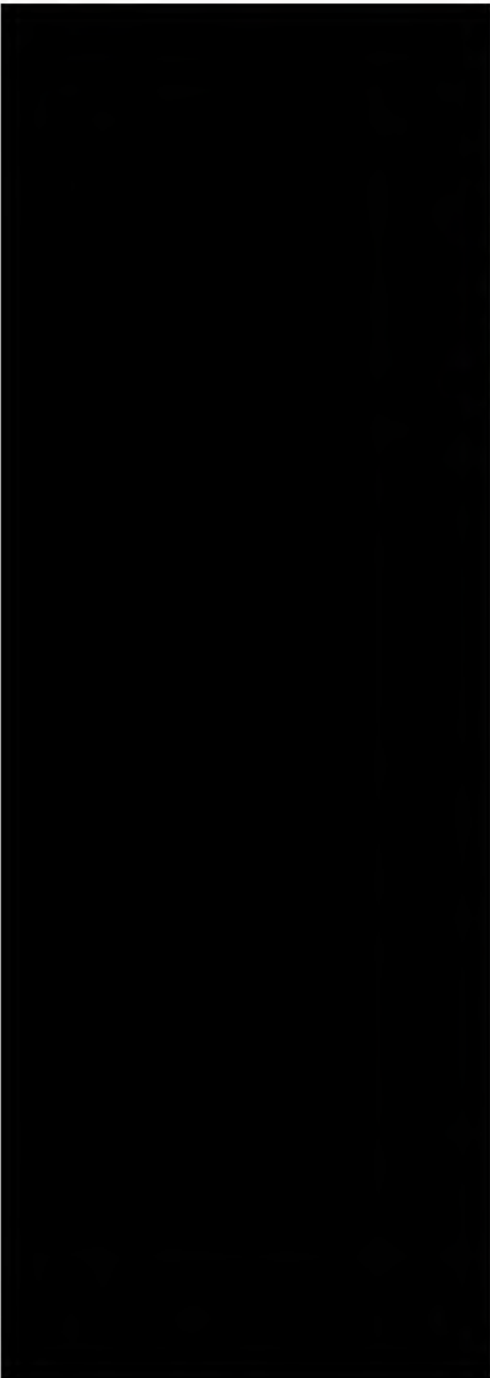


Director

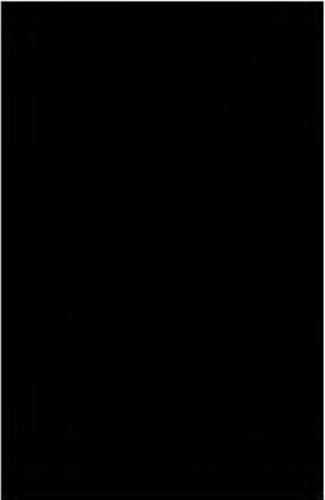


EXECUTED as a DEED by
UNEX (No 10) LIMITED
acting by two directors or by a director and its
secretary

~~Director/Secretary~~
)
)
)
)



Director



~~Director/Secretary~~

ANNEXE A

GREEN INFRASTRUCTURE PLAN

Drawing UNX/003/PP/005 Rev F

LAND USE PLAN

Drawing UNX003/PP/001 Rev F

LOCATION PLAN

Drawing UNX003/PP/006 Rev B

ADJOINING SITE LINK ROAD PLAN

VECTOS Drawing VN30215—200—REV V

FOOTWAY CYCLEWAY DRAWING

Drawing 70048176-WSP-TP-DWG-013_REV. P02



Site Boundary - 35.18ha

Landscaping Design

Informal/Play / Pocket Park

Stream Corridor

Culverts to Stream Beneath Road

LEAP

Play Areas (Locally Equipped Area of Play / Neighbourhood Equipped Area of Play)

NEAP

Indicative Location of Community Growing Area

Linear Park

Meadow

Village Green

Mixed medium and low level shrubs with localised tree planting

Amenity Green Space (20m Minimum)

Ecological Mitigation Area

Green Street Corridor

Indicative Attenuation Basin

Indicative Location of New Ponds

Retained Trees & Hedgerows

Indicative Position of Proposed Trees & Hedgerows

Indicative Position of Legacy Trees

Indicative Position of Proposed Trees and Hedgerows

Additional Landscape Planning for Visual Softening

Additional Landscape Planning for Visual Softening

Additional Landscape Planning for Visual Softening

Additional Landscape Planning for Visual Softening

Additional Landscape Planning for Visual Softening

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Green Infrastructure Plan

UNEX GROUP

Townlands, Brailtree

Parameter Plan: Green Infrastructure

1:2500

ADWBD

SH

DAVID LOCK ASSOCIATES



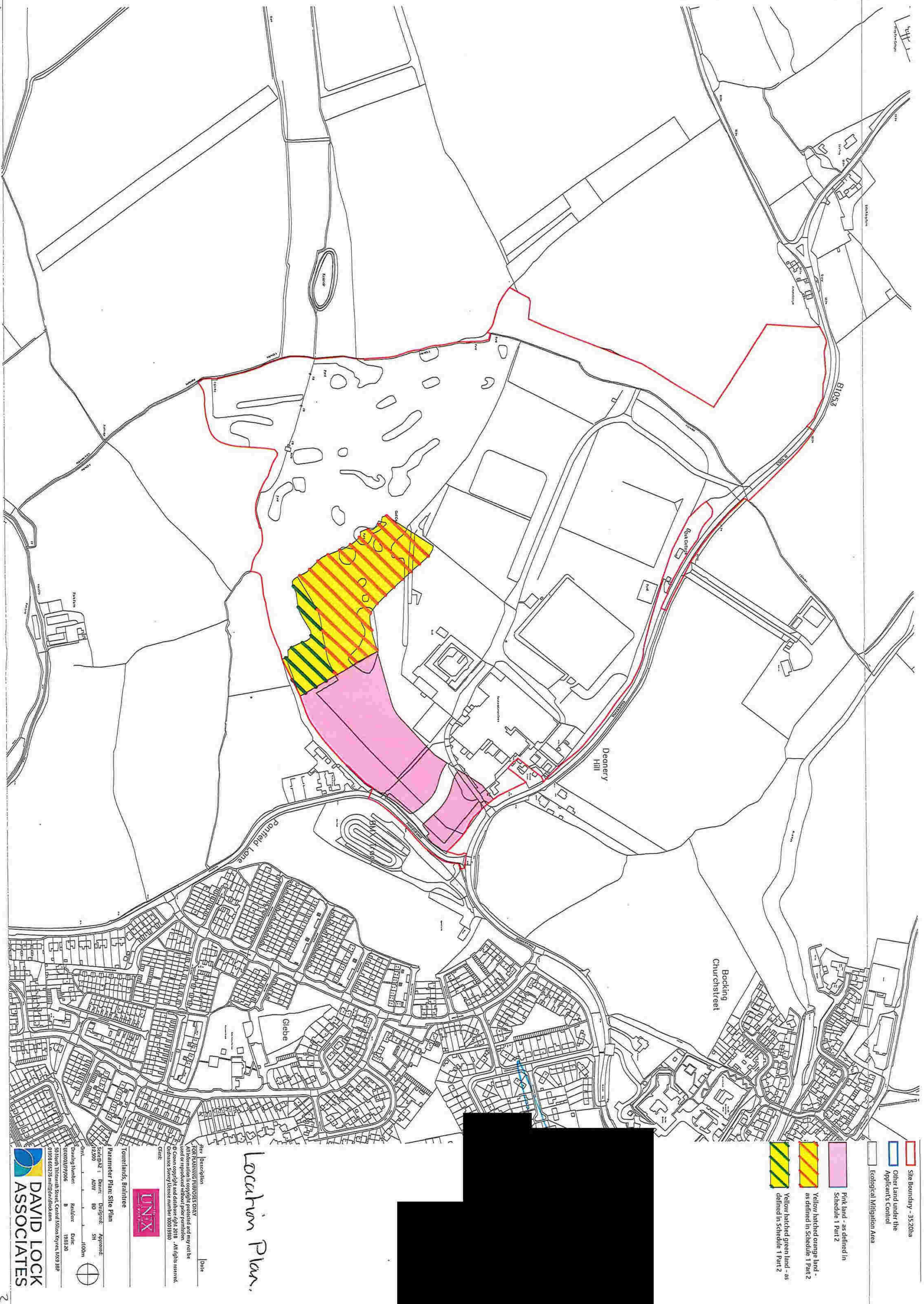
- Site Boundary - 35.18ha
- Residential - 17.91ha
- Mixed Use
Up to 250m² Retail
Up to 250m² Community
Residential
- Nursery Site - 0.13ha
- Infrastructure - 2.18ha
- Open Space - 14.28ha
- Ecological Mitigation Area
- Indicative Position of Proposed
Trees and Hedgerows
- Additional Landscape Planting for
Visual Softening

Land Use Plan

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any other purpose without prior permission.
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Geodetic Survey Licence number: 100015550
Date: 09.06.20

Towerlands, Braintree
Parameter Plan: Development Framework
Scale: 1:2500
Date: 09.06.20

DAVID LOCK ASSOCIATES
01938 668276
david@lockassociates.com
davidlock.com





Notes:
1.
2.

Adjoining Site
Link Road Plan

REV	DETAILS	DATE
A	As shown	21/07/14
B	As shown	21/07/14
C	As shown	21/07/14
D	As shown	21/07/14
E	As shown	21/07/14
F	As shown	21/07/14
G	As shown	21/07/14
H	As shown	21/07/14
I	As shown	21/07/14
J	As shown	21/07/14
K	As shown	21/07/14
L	As shown	21/07/14
M	As shown	21/07/14
N	As shown	21/07/14
O	As shown	21/07/14
P	As shown	21/07/14
Q	As shown	21/07/14
R	As shown	21/07/14
S	As shown	21/07/14
T	As shown	21/07/14
U	As shown	21/07/14
V	As shown	21/07/14

Morsea Homes Ltd &
Hills Residential Ltd

Braintree

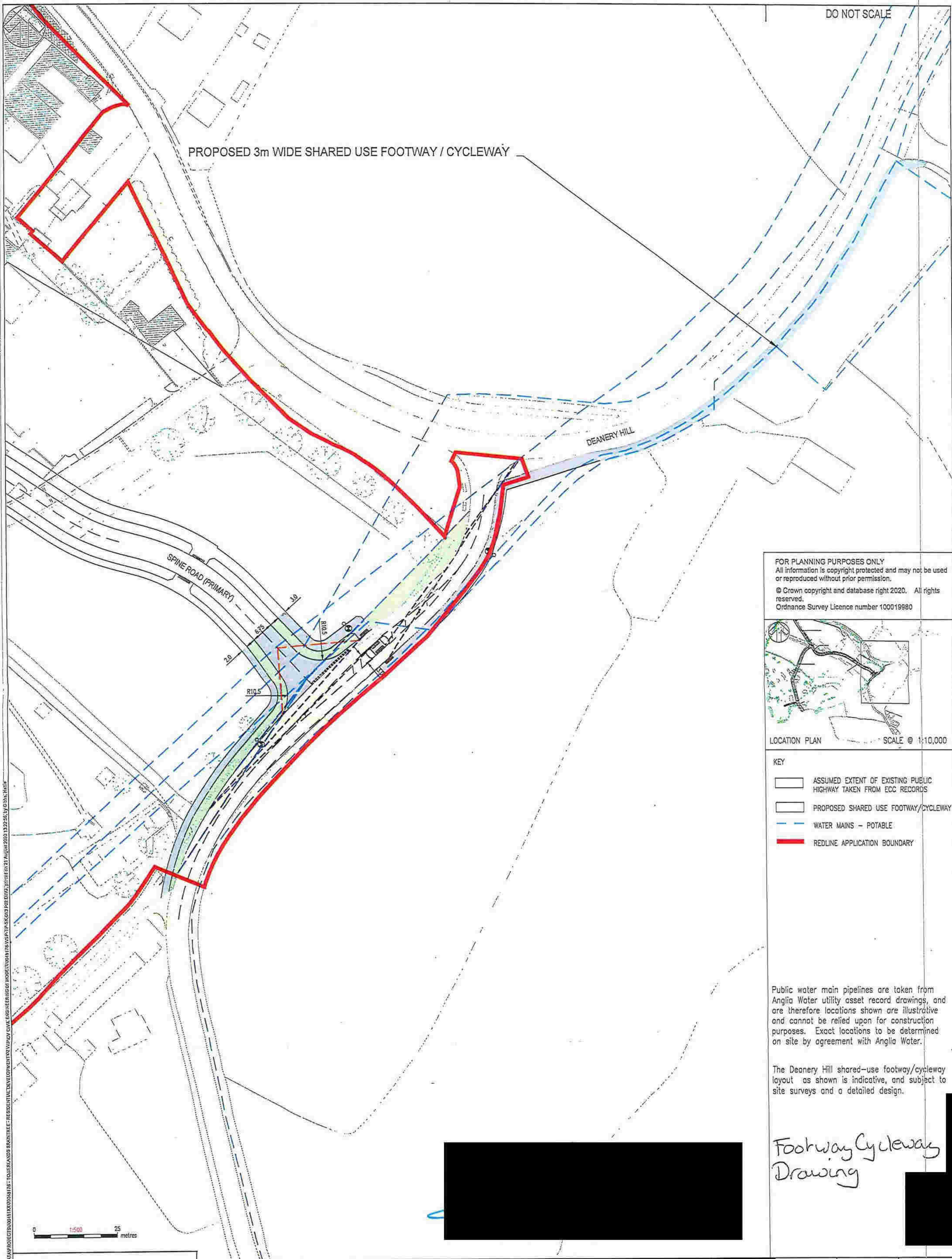
General Arrangement

1:1250 at A1

DATE 21/07/14



3rd Floor Oxford Place, 61 Oxford Street, Manchester, M1 6EQ
0161 226 1008
e: manchester@vectorios.co.uk
VN30215-200



PROPOSED 3m WIDE SHARED USE FOOTWAY / CYCLEWAY

DO NOT SCALE

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LOCATION PLAN SCALE @ 1:10,000

KEY

- ASSUMED EXTENT OF EXISTING PUBLIC HIGHWAY TAKEN FROM ECC RECORDS
- PROPOSED SHARED USE FOOTWAY/CYCLEWAY
- WATER MAINS - POTABLE
- REDLINE APPLICATION BOUNDARY

Public water main pipelines are taken from Anglia Water utility asset record drawings, and are therefore locations shown are illustrative and cannot be relied upon for construction purposes. Exact locations to be determined on site by agreement with Anglia Water.

The Deanery Hill shared-use footway/cycleway layout as shown is indicative, and subject to site surveys and a detailed design.

Footway Cycleway Drawing

0 1:500 25 metres

REV	DATE	BY	DESCRIPTION	CHK	APP
1	21/04/2020	HC	FOOTWAY / CYCLEWAY LAYOUT	PCU	PCU
2	19/04/2020	HM	FINAL SCALE	JL	PCU
3	04/05/2020	HT	REVISION	OK	APP

FOR INFORMATION ONLY



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wsp.com



DAVID LOCK ASSOCIATES

PROPOSED RESIDENTIAL DEVELOPMENT
TOWERLANDS, BRAINTREE

INDICATIVE SHARED FOOTWAY/ CYCLEWAY LAYOUT -
DEANERY HILL

SCALE @ A1:	1:500	CHECKED:	PCU	APPROVED:	PCU
PROJECT No:	70048176	DESIGNED:	HM	DATE:	August 20
DRAWING No:	70048176-WSP-TP-DWG-013	DRAWN:	HG	REV:	P02
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