

DATED

17th March

2023

(1) TENDRING DISTRICT COUNCIL

-AND-

(2) ESSEX COUNTY COUNCIL

-AND-

(3) ROSE BUILDERS (PROPERTIES) LIMITED

**AGREEMENT MADE PURSUANT TO THE TOWN AND
COUNTRY PLANNING ACT 1990 AND OTHER POWERS
relating to land South of Long Road, Lawford CO11 2HS
Essex**

THIS AGREEMENT is made on

17th March.

2023

BETWEEN:

- (1) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton on Sea, Essex, CO15 1SE ("Council");
- (2) **ESSEX COUNTY COUNCIL** of County Hall, Chelmsford, Essex, CM1 1QH ("County Council");
- (3) **ROSE BUILDERS (PROPERTIES) LIMITED** (Co Reg No 04555903) whose registered office is situated at Riverside House Riverside Avenue East Lawford Manningtree Essex CO11 1US ("the Owner")

hereafter referred to as ("the Parties")

WHEREAS:

- (A) 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.
- (B) The County Council is also the local authority for the provision of library services under the 1964 Act and the County Council is required to provide a comprehensive and efficient service for all persons resident working or studying in the area in which the Site is located.
- (C) The Owner is the beneficial freehold owner of that part of the Site which is registered at HM Land Registry with the Title Number EX713874 pursuant to a transfer dated 2 September 2022 and will become the legal owner of the land transferred on the completion of registration by the Land Registry and is the registered freehold owner of that part of the Site which is registered at H M Land Registry with Title Numbers EX992503 and AA42461 all interests free from any encumbrances that would prevent the Owner from entering into this Agreement
- (D) On 12 April 2017 the Parties entered into the Original Agreement
- (E) On 9 February 2018 the Parties entered into the First Deed in order vary the terms of the Original Agreement
- (F) On the 24 February 2021 the Parties entered into the Second Deed in order to further vary the provisions of the Original Agreement as amended by the First Deed
- (G) Also on the 24 February 2021 the Parties entered into the Third Deed in order to further vary the provisions of the Original Agreement as amended by the First Deed and the Second Deed
- (H) On the 11 May 2021 the Parties entered into the Phase 4/5 Outline Obligation to regulate development under the Phase 4/5 Outline Permission
- (I) On the 13 January 2022 the Parties entered into the Fourth Deed
- (J) The Planning Application has been submitted to the Council and the Council has resolved to grant the Planning Permission subject to the conditions and the completion of this Agreement.
- (K) 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.
- (L) 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.

- (M) 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 its successors in title

NOW THIS AGREEMENT WITNESSES as follows:-

OPERATIVE PART

1. DEFINITIONS

- 1.1 In this Agreement including in the recitals the following terms and expressions have the following meanings:-

"1990 Act"	means the Town and Country Planning Act 1990
"Commencement Date"	means the date of Commencement of Development
"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 of the 1990 Act and "Commence the Development" "Commencement of Development" and "Commence Development" shall be construed accordingly
"Contributions"	means the Play Area Contribution the Library Contribution the Healthcare Contribution and the Ecological Mitigation (RAMS) Contribution
"Development"	means the development permitted by the Planning Permission
"Dwelling"	means a house or self contained flat or bungalow constructed as part of the Development and Dwellings shall be construed accordingly
"Existing S106 Obligation"	means the Original Agreement and the First Deed and the Second Deed and the Third Deed and the Fourth Deed
"First Deed"	means an agreement pursuant to Section 106 and Section 106A of the 1990 Act between the Parties dated 9 February 2018 to vary the Original Agreement
"Fourth Deed"	means an agreement pursuant to Section 106 and Section 106A of the 1990 Act between the Parties dated 13 January 2022 in order to tie the planning permission reference 21/00650/OUT to the Original Agreement as amended by the First Deed the Second Deed and the Third Deed
"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 and agreed between the parties (acting reasonably)
"Index Linked"	where an amount is stated to be paid Index Linked the amount shall be increased or decreased by applying the RPI 'All Items' Index Jan 1987 = 100 published by the Office for National Statistics using the formula $A = B \times C$ divided by D - where A is the amount actually payable- B is the amount specified as payable – C is the RPI All Items Index two months before the date of payment – and D is the RPI All Items Index two months before the date of this Agreement

"Market Dwellings"	means all Dwellings to be constructed as part of the Development which are not Affordable Housing Dwellings as defined in Schedule 2 and "Market Dwelling" shall be construed accordingly
"the Notice of Commencement"	means a written notice advising of the proposed Commencement Date
"Occupation"	means beneficial occupation for the purposes permitted by the Planning Permission and shall not include occupation for the construction 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", "Occupied" and "Occupancy" shall mutatis mutandis be construed accordingly
"Original Agreement"	means an agreement pursuant to Section 106 of the 1990 Act between the Parties dated 12 April 2017 to regulate development under planning permission reference 15/00876/OUT
"Phase 4/5 Outline Obligation"	means an agreement pursuant to Section 106 of the 1990 Act between the Parties dated 11 May 2021 to regulate development under the Phase 4/5 Outline Permission
"Phase 4/5 Outline Permission"	means the outline planning permission granted under reference 20/00782/OUT
"Plan"	means drawing number 21/33/01 attached to this Agreement
"Planning Application"	means the application for full planning permission which the Council has given reference TEN/22/00958/FUL for a local convenience store and 80 dwellings and associated roads hardstanding fencing and outbuildings and drainage on the Site
"Planning Permission"	means the planning permission that will be granted for the Development in pursuance of the Planning Application
"Second Deed"	means an agreement pursuant to Section 106 and Section 106A of the 1990 Act between the Parties dated 24 February 2021 in order to tie the planning permission reference 20/00458/OUT to the Original Agreement as amended by the First Deed
"Site"	means the freehold land south of Long Road Lawford Essex shown for identification purposes only edged red on the Plan
"Sterling Overnight Index Average (SONIA) Rate"	means an assessment of the rate of interest the County Council or the Council (as appropriate) 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 sterling overnight from other financial institutions or other financial institutions and other institutional investors and "SONIA Rate" shall be construed accordingly or such other rate as approved by the County Council or the Council
"Third Deed"	means an agreement pursuant to Section 106 and Section 106A of the 1990 Act between the Parties dated 24 February 2021 in order to further vary the provisions of the Original Agreement as amended by the First Deed and the Second Deed

"Working Days"

means Monday to Friday inclusive but excluding days which are public holidays

1.2 In this Agreement:-

1.2.1 where a Schedule to this Agreement lists further definitions the defined terms shall have the meanings set out in that Schedule

1.2.2 the clause headings do not affect its interpretation:-

(a) unless otherwise indicated, references to clauses and Schedules are to 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;

(b) 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;

(c) references to the Site include any part of it;

(d) 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;

(e) "including" means "including, without limitation"; and

(f) any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

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.

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 services or public transport 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 the Planning Permission, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 2.6 Subject to the provisions of Schedule 2 insofar as they relate to a Chargee as defined in Schedule 2 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 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 2.7 of Schedule 2 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.
- 2.8 This Agreement shall bind the Owner, its successors in title, assigns and persons claiming under or through it.

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 including for the purpose of assessing ground conditions;
 - 3.2.2 site decontamination and any remedial work in respect of any contamination or other ground conditions;
 - 3.2.3 the clearance of the Site including demolition;
 - 3.2.4 works connected with infilling;
 - 3.2.5 works for the provision or diversion of drainage or mains services to prepare the Site for development together with access roads;
 - 3.2.6 erection of fencing or boarding;
 - 3.2.7 erection of boards advertising the development;
 - 3.2.8 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
 - 3.2.9 the construction of temporary access roads.

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 this Agreement and the Schedules to this Agreement.

- 4.2 The Owner covenants with the Council to provide Notice of Commencement to the Council not less than three (3) Working Days prior to the Commencement Date.
- 4.3 The Owner covenants with the Council and the County Council to provide not less than three (3) Working Days' notice in writing of the intended first Occupation of the first Dwelling on the Site.
- 4.4 The Council covenants with the Owner to comply with its obligations set out in the Schedules to this Agreement.
- 4.5 The County Council covenants with the Owner to comply with its obligations set out in the Schedules to this Agreement.
- 4.6 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 other similar affirmation Provided Always that such notice, consent, approval, authorisation, agreement or other similar affirmation may only be given in writing and only prior to the act or event to which it applies (unless agreed otherwise by the Council and/or the County Council, as applicable).
- 4.7 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 4.8 Any obligation that prohibits the Owner from allowing or limiting Occupation of the Site until certain events occur shall also be an obligation on the Owner to positively carry out those certain events by no later than the number of occupations set out therein unless the context otherwise requires.
- 4.9 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. For the further avoidance of doubt neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site or part of the Site in any transfer of the Site will constitute an interest for the purposes of this Clause 4.9
- 4.10 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) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council or the County Council.
- 4.11 Representatives of the Council and the County Council may enter upon the Site at any reasonable time on reasonable prior written notice giving at least 3 clear days before such entry is required (unless otherwise agreed with the Owner) (and immediately in the event of an emergency provided that the Council and County Council will give as much notice as they reasonably can) to ascertain whether the terms of this Agreement are or have been complied with subject to complying with all health and safety and security requirements required by the Owner provided that this right shall cease and determine as follows:
- 4.11.1 in relation to any Dwelling, on first Occupation of that Dwelling; and
- 4.11.2 in relation to all other parts of the Site, on the first Occupation of the last Dwelling on the Site to be Occupied.

- 4.12 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.
- 4.13 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.
- 4.14 No variation to this Agreement shall be effective unless made by deed and for the avoidance of doubt the consent, seal, signature, execution or approval of the owner, lessee or occupier of any Dwelling or their mortgagees or chargees or any receiver appointed by a mortgagee or chargee or any person deriving title from them shall not be required to vary any part of this Agreement.
- 4.15 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.
- 4.16 If at any time Value Added Tax ("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 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 that following the performance of all of the obligations contained in the Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 4.18 That in the event that the Owner fails to serve any of the notices that they are required by the provisions of this Agreement to serve then the Council and/or the County Council shall be entitled to payment of the various Contributions contained in this Agreement at any time following them becoming aware that an event or a level of Occupancy of Dwellings has occurred that would trigger the payment of a Contribution and the time period for the return of a Contribution shall be extended accordingly.
- 4.19 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute the one Agreement
- 4.20 If the Council agrees following an application under section 73 of the 1990 Act to vary or release of 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 varied 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 Agreement to reflect the impact of the section 73 application, when a separate deed under section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

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 this 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.

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 Owner as set out above or such other address as shall be notified in writing to the Council and the County Council from time to time
 - 6.1.2 for the Council shall be to the Council's address at the head of this Agreement and notices shall be marked for the attention of the Council's Head of Planning ref TEN/22/00958/FUL and via email to obligations@tendringdc.gov.uk marked for the attention of the S106 Officer;
 - 6.1.3 for the County Council to development.enquiry@essex.gov.uk and marked for the attention of the s106 Officer Planning Service Place and Public Health County Hall Chelmsford CM1 1QH if delivered by hand, at the time of delivery;
- 6.2 Unless the time of actual receipt is proved, 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.
- 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 at 9am 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.

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 £1500.00 (One Thousand Five Hundred pounds) (no VAT) and the County Council its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement.
- 7.2 The Owner further covenants to pay to the County Council on or before the Commencement Date a non-refundable fee of £550 per each obligation sought by the County Council under this Agreement and for the avoidance of doubt this is a total of £550 (five 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, 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 (or failing agreement as nominated by any such party in writing)) 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 (or failing agreement as nominated by any such party in writing)).
- 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; and
- 8.5.6 the Specialist is to use all reasonable endeavours to publish his decision within thirty (30) Working Days of his appointment.
- 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 will be shared equally between the parties to the dispute.
- 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. EXISTING S106 OBLIGATION AND THE PHASE 4/5 OUTLINE OBLIGATION

- 9.1 From the date of grant of the Planning Permission the Owner covenants with the Council and the County Council not to Commence Development under the Phase 4/5 Outline Permission
- 9.2 The Parties hereby agree and declare that from the date of grant of the Planning Permission all development on the Site shall be in accordance with this Agreement and the Planning Permission or any subsequent planning permission and subsequent agreement under Section 106 of the 1990 Act that relate to the Site
- 9.3 The Parties agree and declare that from the date of grant of the Planning Permission the provisions of the Existing S106 Obligation and the Phase 4/5 Outline Obligation shall not apply to the Site

10. COMMUNITY INFRASTRUCTURE LEVY

In the event that the Council adopts a charging schedule for the purposes of the Community Infrastructure Levy Regulations 2010 and such charging schedule takes effect prior to the date of Planning Permission (or following the grant of Planning Permission a related planning permission is granted pursuant to section 73 of the Act) the obligations contained in this Agreement which relate to Infrastructure covered by the charging schedule shall cease and no longer be of any effect where Community Infrastructure Levy is paid in relation to that Infrastructure.

11. JURISDICTION

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

12. EXECUTION

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

SCHEDULE 1

OPEN SPACE

1 In this Schedule the following words and expressions shall have the following meanings:-

- “Management Company”** means a company established or engaged for inter alia the purpose of managing and maintaining the Open Space Land and funded for that purpose by the Owner and its successors in title and the Occupiers of Dwellings to be approved by the Council;
- “Nominated Body or Bodies”** means one or more of the following as determined by the Owner
- a) Lawford Parish Council; and/or
 - b) Mistley Parish Council; and/or
 - c) such other body or bodies (which may include a Management Company as the Owner may elect as being responsible for the maintenance of the Open Space Land as approved by the Council (such approval not to be unreasonably withheld or delayed)
- “Open Space Completion Certificate”** means a certificate or certificates in writing issued by a Chartered Landscape Architect that confirms that the Open Space Land has been laid out in accordance with the Open Space Specification
- “Open Space Land”** means the land identified on the Open Space Plan being an area of land not less than 10% of the Site which shall include but not be limited to recreational open space which is to be used for no purpose other than for public open space to provide a recreational and amenity facility for members of the public in perpetuity and shall not include sustainable drainage systems for the Development;
- “Open Space Management Plan”** means a management plan prepared by the Owner to include details of ongoing maintenance and management of the Open Space Land and funding for the maintenance of the Open Space Land and to be approved in writing by the Council
- “Open Space Plan”** means the plan identifying the Open Space Land
- “Open Space Specification”** means the specification and layout plan and timing for the laying out, profiling, clearing, planting, landscaping and decontaminating the Open Space Land and generally for ensuring that the said land is fit for its intended purpose as recreational and amenity land to be enjoyed by members of the public as such

2. The Owner hereby covenants with the Council:

2.1 Prior to the Occupation of the first Dwelling

2.1.1 to submit the Open Space Plan and the Open Space Specification and the Open Space Management Plan to the Council for approval in writing; and

- 2.1.2 to provide information as to which Nominated Body or Bodies is to own and be responsible for the maintenance of the Open Space Land and
- 2.1.3 to offer to transfer all elements of the Open Space Land to a Nominated Body or Bodies for One Pound
- 2.2 Not to allow the Occupation of the first Dwelling to be Occupied unless and until the Council has approved the Open Space Plan and the Open Space Specification and the Open Space Management Plan in writing or the detail of the Open Space Plan and the Open Space Specification and the Open Space Management Plan have been determined pursuant to the disputes determination procedures set out in Clause 8 of this Agreement and
- 2.3 Not to Occupy or allow cause or permit to be Occupied any more than eighty percent (80%) of the Dwellings unless and until the Open Space Land has been physically set out on the Site in accordance with the approved Open Space Plan and Open Space Specification and the Council has received the Open Space Completion Certificate(s)
- 2.4 To maintain the Open Space Land in accordance with the Open Space Management Plan for one (1) year following the issue of the relevant Open Space Completion Certificate(s) or until such time as the transfer or transfers described in paragraph 2.5 or 2.6 has been completed
- 2.5 Upon the expiration of the period referred to in Paragraph 2.4 above to transfer the Open Space Land to the Nominated Body free of encumbrances and with all necessary easements and vacant possession and the Nominated Body or Bodies shall from the date of completion of the said transfer manage and maintain the Open Space Land in perpetuity
- 2.6 If the Nominated Body is Lawford Parish Council or Mistley Parish Council the transfer deed for the transfer of the Open Space Land shall be prepared by the Owner and the Owner shall pay the Parish Council's reasonable costs of transferring the Open Space land up to a total aggregate limit of £1,500 (One Thousand Five Hundred Pounds) on completion of the transfer deed
- 2.7 In the event the Nominated Body or Bodies (not being a Management Company) declines to accept a transfer of the Open Space Land or a part of the Open Space Land made in accordance with paragraph 2.1.3 above upon the expiration of the period referred to in Paragraph 2.4 above to transfer the Open Space Land to the Management Company free of encumbrances and with all necessary easements and vacant possession who shall from that date manage and maintain the Open Space Land in perpetuity
3. The Owner shall include in any transfer pursuant to this Schedule :
- 3.1 a covenant only to permit the Open Space Land to be utilised solely as recreation and amenity land by the general public
- 3.2 a covenant to maintain the Open Space Land in perpetuity in accordance with the Open Space Management Plan; and
- 3.3 a covenant not to transfer the Open Space Land into the individual ownership of the owner or owners of any of the Dwellings
- 4 The Owner shall furnish a copy of the transfers referred to in paragraph 2.6 and 2.7 above (as appropriate) to the Council within 6 months of the completion of the transfer.
5. In the event the Open Space Land is transferred to a Management Company that Management Company shall be funded through contributions from purchasers or lessees of the whole or any part of the Site and the Owner shall include in the transfer or lease to the purchasers or lessees of the whole or any part of the Site an obligation to contribute an annual amount to the Management Company which together with fair contributions from other purchasers or lessees shall be sufficient to enable the Management Company to discharge its obligations under this Schedule

SCHEDULE 2

AFFORDABLE HOUSING

Part One

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

"Affordable Housing"	means housing provided to a Person in Housing Need whose needs are not met by the market with eligibility determined with regard to local incomes and local house prices in accordance with the definition of affordable housing as described in Annex 2 of the NPPF
"Affordable Housing Dwellings"	means 24 (twenty four) Dwellings all provided in accordance with the Affordable Housing Scheme and to comply with Nationally Described Space Standards and without reliance on public subsidy and to be transferred to the Approved Body
"Affordable Housing For Rent"	has the meaning ascribed to it in paragraph a) of the definition of affordable housing at Annex 2 of the NPPF
"Affordable Housing Plan and Schedule"	means the plan numbered 21/33/04B and the Schedule of Accommodation 21/33/05B attached hereto at Annex A
"Affordable Housing Scheme"	means the Affordable Housing Plan and Schedule or such amended Affordable Housing Scheme as shall be agreed between the Owner and the Council
"Affordable Housing Tenure"	means 66.66% of the Affordable Housing Dwellings shall be Affordable Housing For Rent and 33.33% Shared Ownership
"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
"Capital Receipts"	means proceeds from Staircasing less the Approved Body's cost of acquisition, build, management, sale, the redemption of any mortgage and reasonable legal fees
"Chargee"	means 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 its security) of the Approved Body or successors in title to such mortgagee or chargee and/or a Housing Administrator of the whole or any part of the Affordable Housing Dwellings that have been transferred to an Approved Body
"Homes England"	means the public body set up to fund and regulate the provision of Affordable Housing in England and any successor body
"Homes England New Model Shared Ownership Lease"	means the lease included at Section 11 of the HM Government Homes England Capital Funding Guide

"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
"NPPF"	means the National Planning Policy Framework July 2021 (or any successor policy thereto) issued by H M Government
"Nomination Rights"	means 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 by the Council 100% of the occupants of subsequent lettings of Affordable Housing For Rent in accordance with the Affordable Housing Scheme
"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 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 990 years substantially in the form of the Homes England New Model Shared Ownership Lease from time to time where:-Capital Receipt received from Staircasing is to be retained by the Approved Body and the Approved Body shall use reasonable endeavours to reinvest such Capital Receipt in Affordable Housing (in order of priority):- <ul style="list-style-type: none"> i) within the district of Tendring ii) within the neighbouring councils areas within the county of Essex iii) within the rest of England 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 lease becomes a 100% Staircaser

"100% Staircaser"

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

"2008 Act"

means the Housing and Regeneration Act 2008

2. The Owner hereby covenants with the Council as follows:
 - 2.1 To submit the identity of the Approved Body to the Council forty (40) Working Days prior to the proposed first Occupation of a Dwelling and not to Occupy any Dwellings unless and until the Approved Body has been approved by the Council in writing
 - 2.2 To construct the Affordable Housing Dwellings in accordance with the approved Affordable Housing Scheme
 - 2.3 Not to permit the Occupation of more than 50% of the Market Dwellings until such time as 45% of the Affordable Housing Dwellings (being 11 in number) have been constructed and are available for Occupation and have been transferred to the Approved Body
 - 2.4 Not to permit the Occupation of more than 80% of the Market Dwellings until such time as all of the Affordable Housing Dwellings have been constructed and are available for Occupation and have been transferred to the Approved Body
 - 2.5 For the purposes of this Schedule 2 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 990 years of the Affordable Housing Dwellings or an agreement for sale or lease agreed with the Approved Body that has been unconditionally released for completion by the Owner
 - 2.6 The transfer of the Affordable Housing Dwellings to an Approved Body shall be subject to the provisions of Part 2 of this Schedule
 - 2.7 That Affordable Housing Dwellings shall be Occupied for no other purpose than as Affordable Housing and additionally Affordable Housing For Rent shall be Occupied in accordance with the Nomination Rights (but subject to the provisions of paragraph 3 below);
 - 2.8 To serve on the Council notice in writing not less than 14 days after the first Occupation of respectively 45% and 75% of the Market Dwellings

3. It is Hereby Agreed and Declared

- 3.1 The affordable housing obligations and restrictions contained in this Agreement (including for the avoidance of doubt this Schedule 2) shall not bind:

3.1.1 a Chargee of the whole or any part of the Affordable Housing Dwellings PROVIDED THAT such Chargee on enforcement of security has first complied with the provisions of paragraph 3.2 of this Schedule; or

3.1.2 a Protected Tenant; or

3.1.3 a 100% Staircaser; or

3.1.4 any mortgagee or chargee or receiver of a 100% Staircaser or Protected Tenant; or

3.1.5 any mortgagee or chargee or receiver of an occupier of an Affordable Housing Dwelling;
and

3.1.6 any person or body deriving title through or from any of the parties mentioned in paragraphs 3.1.1-3.1.5 above.

3.2 Any Chargee claiming the protection granted by paragraph 3.1 above must first:

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

3.2.2 use reasonable endeavours over a period of twelve (12) weeks from the date of such written notice to complete the transfer of the Affordable Housing Dwelling to another Approved Body or to the Council for a consideration 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

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

3.3 If such disposal referred to in paragraph 3.2 above has not completed within the twelve (12) week period the Chargee shall be entitled to dispose of the Affordable Housing Dwellings free from the affordable housing provisions contained in this Agreement which shall determine absolutely.

Part Two

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

B. The transfer deed for the transfer of the Affordable Housing Dwellings to the Approved Body shall be prepared by the Owner and the Owner shall pay the Approved Body's reasonable costs of transferring the Affordable Housing Dwellings up to a total aggregate limit of £1,500 (One Thousand Five Hundred Pounds) on completion of the transfer deed.

C. The transfer deed shall contain:

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. 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;

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, and

4. a provision whereby 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 (in order of priority):-

i) within the district of Tendring

ii) within the neighbouring councils areas within the county of Essex

iii) within the rest of England

subject to any contrary requirements within the Regulator of Social Housing capital funding guide

SCHEDULE 3

PLAY AREA CONTRIBUTION

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

"Play Area Contribution" Fifty nine thousand nine hundred and sixty seven pounds and sixty six pence (£59,967.66) Index Linked

"Play Area Contribution Purposes" means the use of the Play Area Contribution for improvements to and additional play equipment at the Welcome Home Field, New Road, Mistley play area

2. The Owner hereby covenants with the Council not to Occupy more than fifty per cent (50%) of the Dwellings unless and until the Play Area Contribution has been paid to the Council

3. The Council hereby covenants with the Owner to:

3.1 provide a written form of receipt for payment by the Owner of the Play Area Contribution on receipt of the same;

3.2 place the Play Area Contribution when received from the Owner into an interest bearing account with a clearing bank and to utilise the said Contribution only for the Play Area Contribution Purposes;

3.3 upon receipt of a request in writing to do so to be received by the Council no sooner than the 5th anniversary of the date the Council received the Play Area Contribution to return to the Owner any part of the Play Area Contribution which has not been spent on or committed to the Play Area Contribution Purposes together with interest calculated at the SONIA Rate from the date of payment until the date the unexpended part is actually repaid on the unexpended part within 20 Working Days of receipt of the aforementioned written request ;

3.4 where at the 5th anniversary of the receipt of the Play Area Contribution a legally binding contract has been entered into by the Council in respect of the Play Area Contribution the Council shall be entitled to utilise the Play Area Contribution to make payment under such a contract.

3.5 that upon receipt of a written request(s) from the Owner the Council shall provide the Owner with a statement confirming whether the Play Area Contribution has been spent and if the Play Area Contribution has been spent in whole or in part outlining how the Play Area Contribution has in whole or in part been spent

SCHEDULE 4

LIBRARY CONTRIBUTION

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

"Library Contribution"	means the sum of seventy seven pounds and eighty pence (£77.80) per Dwelling to which sum the Relevant Library Indexation shall be added
"Library Contribution Purposes"	means the use of the Library Improvements Contribution towards the upgrading of existing facilities at Manningtree Library and or local libraries serving the Development, to include, but not limited to, additional furniture, technology and stock.
"Library Index"	means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council
"Library Index Point"	means a point on the most recently published edition of the Library Index at the time of use
"Relevant Library Indexation"	means the amount that the Owner shall pay with and in addition to the Library Contribution paid that shall in each case equal a sum calculated by taking the amount of the Library Contribution being paid and multiplying this amount by the percentage change shown in the Library Index between the Index Point pertaining to April 2020 and the date of the most recent index point published in relation to the date the payment is made to the County Council

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

2.1 To pay the Library Contribution to the County Council prior to first Occupation of any Dwellings on the Development and not to Occupy (or allow, cause or permit the Occupation of) any of the Dwellings unless and until the Library Contribution has been paid to the County Council in full;

2.2 In the event that the Library Contribution is paid later than dates set out in paragraph 2.1 of this Schedule then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Library Index between the Library Index Point prevailing at the date of Commencement and the Library Index Point prevailing at the date of actual payment multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by the County Council;

2.3 In addition to the requirement of 2.2 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Schedule should not be received by the County Council by the date that the sum is due then the Owner hereby covenants to pay to County Council within ten 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 Library Indexation for each and every letter sent to the Owner pursuant to the debt.

3. The County Council hereby covenants with the Owner as follows:

3.1 to provide a written form of receipt for payment of the Library Contribution on receipt of the said Library Contribution;

3.2 that it will only use the Library Contribution towards the Library Improvements Contribution Purposes and will return to the payer any part of the said Library Contribution that has not been used on the tenth (10th) anniversary of the date that the County Council received the said Library Contribution with interest accruing at the SONIA Rate PROVIDED THAT the County Council's obligation to return the unused (or uncommitted) part of the Library Contribution referred to shall only apply in the event that the County Council receive a request in writing to return the said unused (or uncommitted) part referred to herein PROVIDED THAT and if the County Council is legally obliged to make a payment in respect of any Library Improvements Contribution Purposes the unexpended part of the Library Contribution shall not be repaid until such payment is made and the unexpended part of the Library Contribution to be repaid shall not include such payment.

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

4. It is hereby agreed and declared:

4.1 In the event that no written request is received by the County Council from the Owner pursuant to paragraph 3.3 above or no valid dispute is raised by the Owner pursuant to paragraph 4.2 below the Owner shall accept the Library Contribution has been spent in full on the Library Improvement Purposes as appropriate.

4.2 Any dispute in relation to how the Library 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 paragraph 3.3 and shall clearly state the grounds on which the expenditure is disputed.

4.3 In the event that the Library Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Library Contribution or have entered into a legally binding contract or obligation to spend the Library Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Site or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.

SCHEDULE 5

HEALTHCARE CONTRIBUTION

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

"Healthcare Contribution"	means forty six thousand seven hundred pounds (£46,700.00) Index Linked
"Healthcare Contribution Purposes"	means improving healthcare facilities at Lawford Surgery and/or Riverside Health Centre
"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 Occupy more than fifty per cent (50%) of the Dwellings prior to depositing the Healthcare Contribution with the Council.

3. The Council hereby covenants with the Owner to:

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;

3.2.1 confirming that they will apply the Healthcare Contribution solely for the Healthcare Contribution Purposes;

3.2.2 providing full details of the expenditure of the Healthcare Contribution which details shall comprise either a receipt for expenditure incurred or a contract committing such expenditure;

3.2.3 confirming that they will return any unspent part of the Healthcare Contribution together with interest accrued to the Council or the Owner after the expiry of five years from the date of receipt by the Council of the Healthcare Contribution.

3.3 keep 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 expiration of five years from the date of receipt by the Council of the Healthcare Contribution to repay to the party who paid the Healthcare Contribution any unspent monies of the Healthcare Contribution held by the Council or received by the Council pursuant to paragraph 3.2.3 together with interest calculated at the SONIA Rate from the date of payment until the date the unexpended part is actually repaid on the unexpended part 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 or in the event that NHS England does not comply with paragraph 3.2.3 above 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 to enforce the obligations in clause 3.2 directly against NHS England AND in which case the Council shall provide to the Owner such assistance as it reasonably can to enforce those obligations

SCHEDULE 6

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) Conservation and Habitats and Species Regulations 2017;

RAMS means the Essex Coast Recreation Disturbance Avoidance Mitigation Strategy in relation to Essex Coast Natura 2000 European Designations;

RAMS Contribution means the sum of one hundred and thirty seven pounds and seventy one pence (£137.71) per Dwelling as approved pursuant to the Planning Permission which for 80 Dwellings is eleven thousand and sixteen pounds and eighteen pence (£11,016.18) (excluding any existing retained dwellings on the Site) Index Linked as set out in the RAMS to be paid towards the RAMS Contribution Purposes;

RAMS Contribution Purposes means the funding of strategic 'off-site' measures identified by the draft or 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 European Designations in particular Stour and Orwell Estuaries SPA/RAMSAR.

2. The Owner hereby covenants with the Council to request that the Council provides a calculation for the RAMS Contribution prior to Commencement of Development and to pay to the Council the RAMS Contribution prior to Commencement of Development and the Owner shall not Commence Development nor permit the Commencement of Development until the RAMS Contribution has been paid to the Council.
3. The Council hereby covenants with the Owner to:
 - 3.1 provide a written form of receipt for payment of the RAMS Contribution on receipt of the said contribution; and
 - 3.2 use the RAMS Contribution for the RAMS Contribution Purposes.

SCHEDULE 7

SKYLARK HABITAT MITIGATION

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

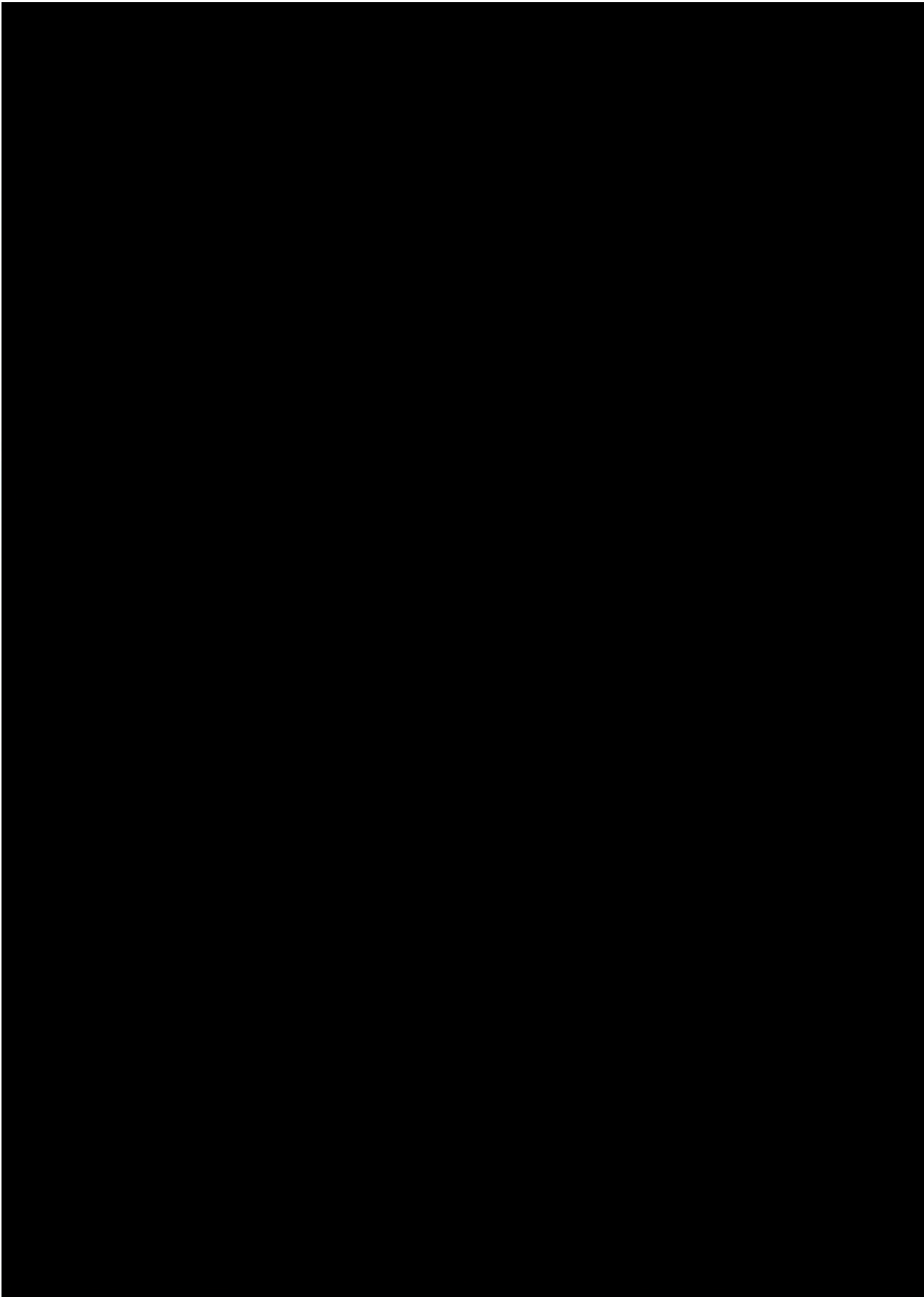
- “Skylark Habitat”** means the provision of two plots in off-site agricultural land near the Site which meet the requirements of the Countryside Stewardship option AB4 to act as a suitable habitat for Skylark birds to compensate for the loss or displacement of their territories through the Development of the Site approved by the Council in the Skylark Mitigation Strategy and to be provided in accordance with the Skylark Habitat Management Agreement
- “Skylark Habitat Certificate”** means a certificate issued to the Council by a suitably qualified ecologist together with a plan showing the location of the plots to confirm that the Skylark Habitat has been provided in accordance with the Skylark Mitigation Strategy and Skylark Habitat Management Agreement
- “Skylark Habitat Management Agreement”** means a legal agreement executed as a deed to identify and bind the land where the Skylark Habitat is to be provided in accordance with the Skylark Mitigation Strategy and include the Skylark Habitat Management Agreement Terms to be entered into between the Owner and Third Party Landowner to secure the provision of the Skylark Habitat
- “Skylark Habitat Management Agreement Terms”** the Skylark Habitat Management Agreement must include terms to ensure:
- a) the Skylark Habitat meets the methodology set out in the Agri-Environment Scheme option AB4 skylark plots;
 - b) the Skylark Habitat must be provided for at least ten (10) years and evidenced annually by a Skylark Habitat Certificate to be provided to the Council;
 - c) that the Owner will cover the reasonable legal fees for the Third-Party Landowner
 - d) that the Council is provided with an Skylark Habitat Certificate to confirm that the Skylark Habitat is in situ and being maintained;
 - e) the delivery of the Skylark Mitigation Strategy approved by the Council in accordance with condition 19 of the Planning Permission; and
 - f) that the Skylark Habitat is maintained in accordance with the Skylark Habitat Management Agreement.
- “Skylark Mitigation Strategy”** means the strategy approved by the Council in accordance with condition 19 of the Planning Permission to compensate for the loss or displacement of any

Skylarks territories by the Development including the provision of the off-site Skylark Habitat to be secured by legal agreement in agricultural land near to the Site

"Third Party Landowner"

means the owner of the off-site land which will be used as the Skylark Habitat

2. The Owner hereby covenants with the Council
 - 2.1 not to Commence Development unless and until the Owner has entered into the Skylark Habitat Management Agreement with the Third Party Landowner and to provide the Council with a copy of the Skylark Habitat Management Agreement which will deliver the Skylark Mitigation Strategy which is secured by condition 19 of the Planning Permission;
 - 2.2 not allow cause or permit the first Occupation of any Dwelling provided on the Site pursuant to the Development unless and until the Skylark Habitat has been first provided and the Council has received the Skylark Habitat Certificate ;
 - 2.3 thereafter to procure that the Council is provided with a Skylark Habitat Certificate on a twelve (12) monthly basis following the provision of the Skylark Habitat Certificate referred to in paragraph 2.2 above for a period of ten (10) years



ANNEX A

AFFORDABLE HOUSING PLAN AND SCHEDULE

LAWFORD GREEN - PHASE 4

LAND OFF BROMLEY ROAD, LAWFORD, ESSEX, CO11 2JE

ACCOMMODATION SCHEDULE

Full Planning Application

REF: 21/33/05
DATE: March 2022
REVISION: B - 28/09/22

ARCADY

ARCHITECTS

PLOT	HOUSE TYPE	TENURE	TYPE	GIA (Sq.M)	GIA (Sq.Ft)	CAR PARKING		AMENITY
						ECC Policy	Proposed	Proposed (Sq.M)
355	The Ophelia	Private	4B / 7P	134.7	1450	2	2	121
361	The Grace	Private	2B / 4P	79.0	850	2	3	64
362	The Grace	Private	2B / 4P	79.0	850	2	3	55
364	The Cornelia	Private	3B / 6P	108.0	1163	2	3	101
365	The Cornelia	Private	3B / 6P	108.0	1163	2	3	110
366	The Barbier	Private	3B / 5P	98.8	1063	2	3	100
367	The Barbier	Private	3B / 5P	98.8	1063	2	3	118
368	The Rosemary	Private	3B / 6P	110.2	1186	2	3	164
369	The Rosemary	Private	3B / 6P	110.2	1186	2	3	145
370	The Cornelia	Private	3B / 6P	108.0	1163	2	3	136
371	The Cornelia	Private	3B / 6P	108.0	1163	2	2	100
372	House Type B	Aff (SO)	2B / 4P	79.1	851	2	3	95
373	House Type B	Aff (SO)	2B / 3P	79.1	851	2	3	108
374	House Type B	Aff (rent)	2B / 3P	79.1	851	2	3	70
375	House Type B	Aff (rent)	2B / 3P	79.1	851	2	3	77
376	House Type B	Aff (rent)	2B / 3P	79.1	851	2	3	104
377	House Type B	Aff (SO)	2B / 4P	79.1	851	2	3	105
378	House Type B	Aff (SO)	2B / 4P	79.1	851	2	3	106
379	The Amelia	Private	3B / 6P	118.3	1273	2	3	188
380	The Amelia	Private	3B / 6P	118.3	1273	2	3	165
381	The Albertine	Private	3B / 5P	93.6	1007	2	3	121
382	The Albertine	Private	3B / 5P	93.6	1007	2	3	144
383	The Barbier	Private	3B / 5P	98.8	1063	2	3	100
384	The Barbier	Private	3B / 5P	98.8	1063	2	3	100
385	The Barbier	Private	3B / 5P	98.8	1063	2	3	105
386	The Barbier	Private	3B / 6P	98.8	1063	2	3	110
387	The Damask	Private	3B / 5P	109.9	1183	2	3	154
388	The Ophelia	Private	4B / 7P	134.7	1450	2	2	128
389	The Grace	Private	2B / 4P	79.0	850	2	3	73
390	The Grace	Private	2B / 4P	79.0	850	2	3	91
391	The Grace	Private	2B / 4P	79.0	850	2	3	92
392	The Grace	Private	2B / 4P	79.0	850	2	3	86
393	The Damask	Private	3B / 5P	109.9	1183	2	2	111
394	The Victoria	Private	4B / 7P	136.3	1467	2	3	160
395	The Victoria	Private	4B / 7P	136.3	1467	2	3	165
396	The Victoria	Private	4B / 7P	136.3	1467	2	3	171
397	The Charlotte	Private	4B / 8P	151.4	1630	2	3	121
398	The Victoria	Private	4B / 7P	136.3	1467	2	3	210
399	The Ophelia	Private	4B / 7P	134.7	1450	2	3	136
400	The Ophelia	Private	4B / 7P	134.7	1450	2	2	101
401	House Type A	Aff (SO)	1B / 2P	50.5	544	1	1	81
402	House Type A	Aff (SO)	1B / 2P	50.5	544	1	2	60
403	House Type A	Aff (SO)	1B / 2P	50.5	544	1	2	60
404	House Type A	Aff (SO)	1B / 2P	50.5	544	1	1	62
405	The Victoria	Private	4B / 7P	136.3	1467	2	3	139
406	The Victoria	Private	4B / 7P	136.3	1467	2	3	121
407	The Victoria	Private	4B / 7P	136.3	1467	2	3	121

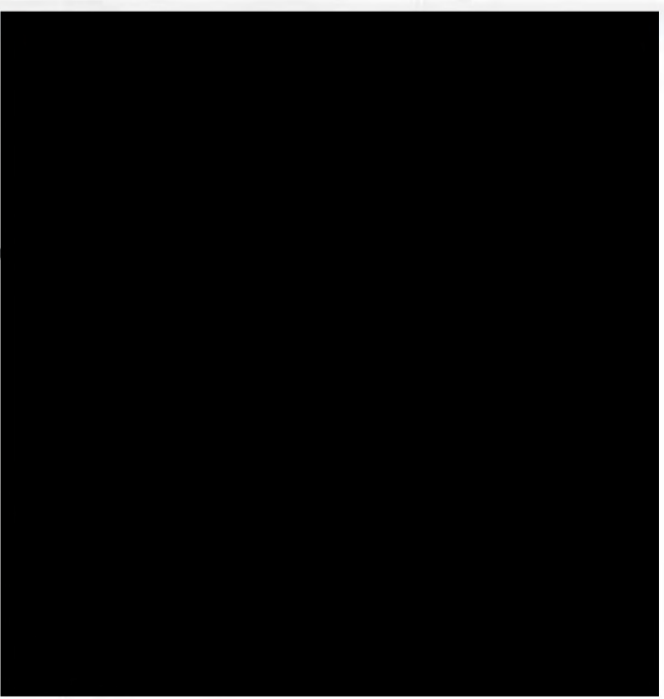
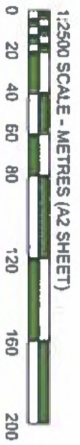
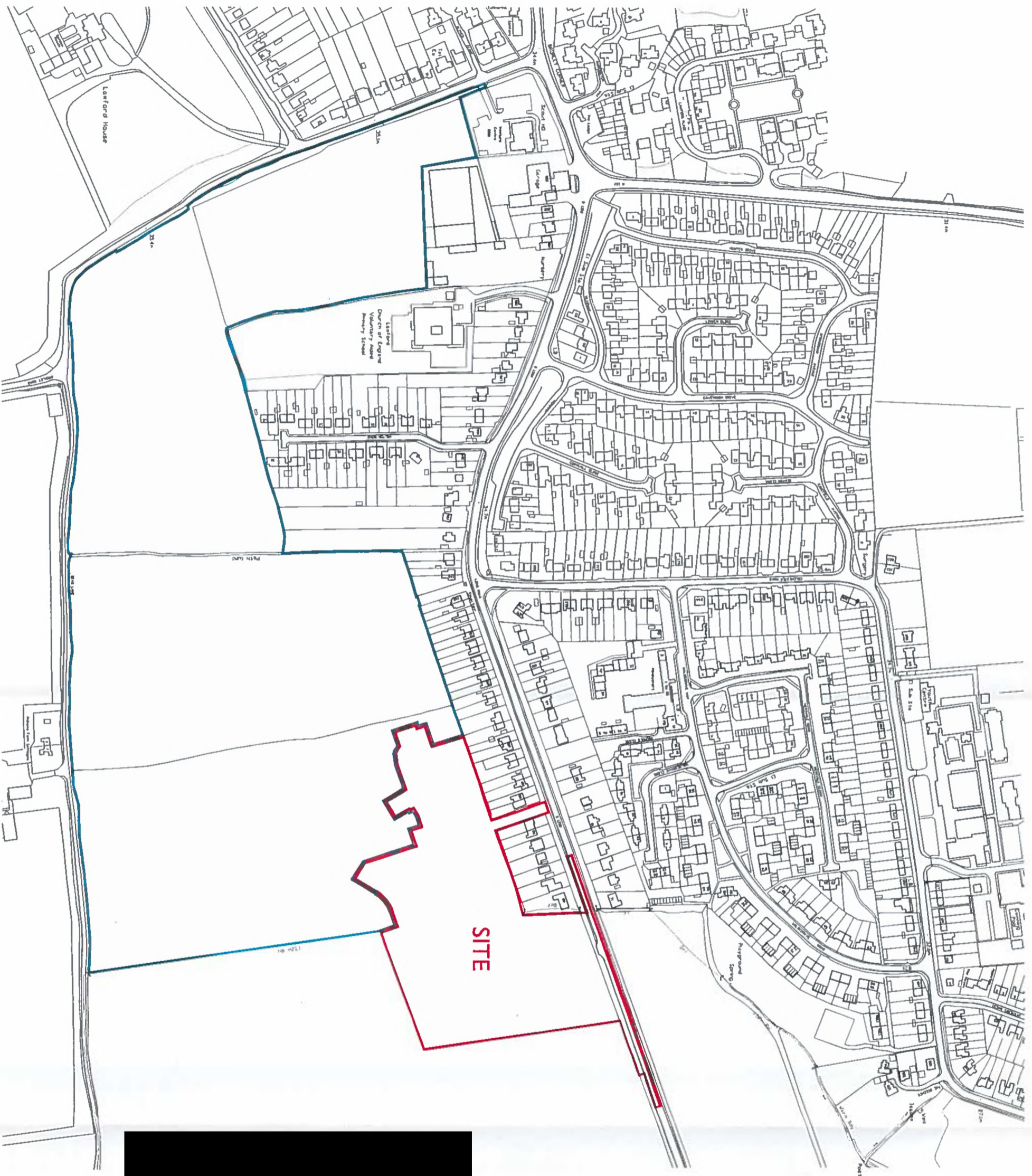
PLOT	HOUSE TYPE	TENURE	TYPE	GIA (Sq.M)	GIA (Sq.Ft)	CAR PARKING		AMENITY
						ECC Policy	Proposed	Proposed (Sq.M)
408	The Alexander	Private	3B / 6P	158.2	1703	2	3	210
409	The Damask	Private	3B / 5P	109.9	1183	2	3	107
410	The Victoria	Private	4B / 7P	136.3	1467	2	3	120
411	The Victoria	Private	4B / 7P	136.3	1467	2	3	120
412	The Victoria	Private	4B / 7P	136.3	1467	2	3	120
413	The Charlotte	Private	4B / 8P	151.4	1630	2	2	157
414	The Cornelia	Private	3B / 6P	108.0	1163	2	3	141
415	The Cornelia	Private	3B / 6P	108.0	1163	2	3	103
416	The Cornelia	Private	3B / 6P	108.0	1163	2	3	103
417	The Cornelia	Private	3B / 6P	108.0	1163	2	3	122
418	The Chatsworth	Private	5B / 10P	238.4	2566	2	4	239
419	The Berkeley	Private	4B / 8P	176.5	1900	2	4	195
420	The Damask	Private	3B / 5P	109.9	1183	2	2	131
421	Flats - Block A	Private	2B / 3P	62.4	672	1	1	Communal POS
422	Flats - Block A	Private	2B / 3P	65.2	702	1	1	Communal POS
423	Flats - Block A	Private	1B / 2P	52.9	569	1	1	Communal POS
424	Flats - Block A	Private	2B / 4P	79.6	857	1	1	Communal POS
425	Flats - Block A	Private	2B / 4P	79.3	854	1	1	Communal POS
426	Flats - Block A	Private	1B / 2P	53.6	577	1	1	Communal POS
427	Flats Block B (GF)	Aff (Rent)	2B / 3P	64.4	693	1	1	31
428	Flats Block B (GF)	Aff (Rent)	1B / 2P	58.7	632	1	1	31
429	Flats Block B (GF)	Aff (Rent)	1B / 2P	56.1	604	1	1	31
430	Flats Block B (GF)	Aff (Rent)	2B / 3P	64.0	689	1	1	31
431	Flats Block B (FF.)	Aff (Rent)	2B / 3P	64.4	693	1	1	31
432	Flats Block B (FF.)	Aff (Rent)	1B / 2P	57.7	621	1	1	31
433	Flats Block B (FF.)	Aff (Rent)	1B / 2P	55.1	593	1	1	31
434	Flats Block B (FF.)	Aff (Rent)	2B / 3P	63.0	678	1	1	31
435	Flats Block B (SF.)	Aff (Rent)	1B / 2P	54.7	589	1	1	31
436	Flats Block C (GF)	Aff (Rent)	2B / 4P	71.0	764	1	1	30
437	Flats Block C (GF)	Aff (Rent)	2B / 3P	63.2	680	1	1	30
438	Flats Block C (FF)	Aff (Rent)	2B / 4P	70.0	753	1	1	30
439	Flats Block C (FF)	Aff (Rent)	2B / 3P	62.2	670	1	1	30
440	The Damask	Private	3B / 5P	109.9	1183	2	2	150

SUMMARY

	Number of Units	GIA (Sq.M)	GIA (Sq.FT)	Car Parking		Private Amenity
				ECC Policy	Proposed	Proposed (Sq.M)
Open Market	56	6295.1	67760			
Affordable (Rent)	16	1041.8	11214	137	190	
Affordable (Shared Ownership)	8	518.4	5580			
Allocated Visitor Spaces						8
GRAND TOTAL	80	7855.3	84554	137	198	

PLOT	HOUSE TYPE	TENURE	TYPE	GIA (Sq.M)	GIA (Sq.Ft)	CAR PARKING		AMENITY
						ECC Policy	Proposed	Proposed (Sq.M)

Do not scale from this drawing.
 All information shown is to be checked on site
 for accuracy and fit. Any discrepancies or omissions
 to be reported to Arcady Architects immediately.










PROJECT:	LAWFORD GREEN - PHASE 4 COXS HILL, LAWFORD
TITLE:	SITE LOCATION PLAN
SCALE:	1:2500
DATE:	MAR 22
REV:	21/33/01
DRAWN:	CW
CHECKED:	

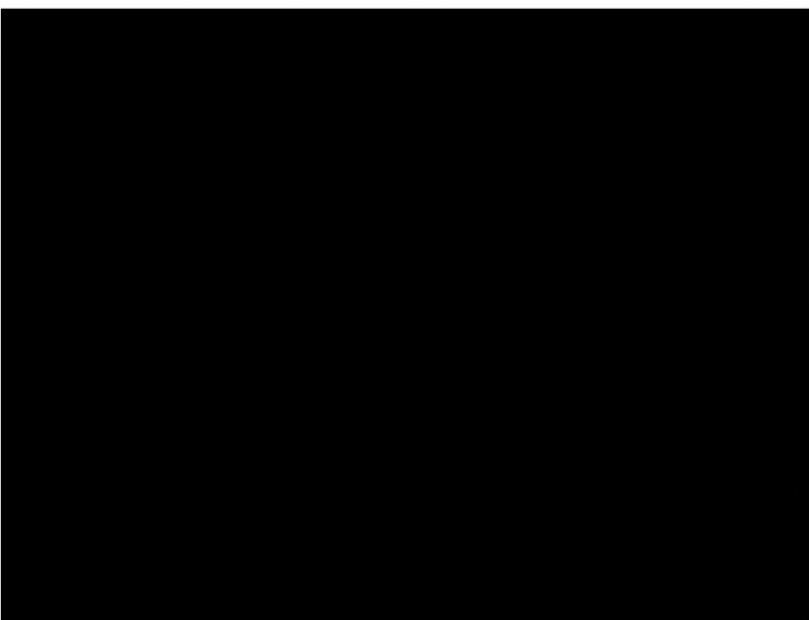
Unit 4 | Pillows Barns | Hammonds Road
 Little Baddow | Essex | CM3 4BG
 www.arcadyarchitects.co.uk



Do not scale from this drawing.
 All information shown is to be checked on site
 for accuracy and if any discrepancies or omissions
 to be reported to Arcady Architects immediately.

KEY

-  House Type A
-  House Type B
-  House Type B (Variation)
-  Flats - Block B
-  Flats - Block C
-  Affordable Rent
-  Affordable Shared Ownership



01.0 - New 1pp notes provided
 02.1 - David Dawson notes attached
 04.0 - 22
 05.0 - 22
 06.0 - 22

PROJECT: LAND OFF BROTHLEY ROAD,
 LAMFORD GREEN - PHASE 4 -
 PROPOSED AFFORDABLE
 HOUSING KEY PLAN
 1:500
 DATE: 21/03/04
 DRAWN BY: CW
 CHECKED BY: B

Unit 4, Pelham Farm, Hemphill Road
 East, CA1 4EG
 www.arcadyarchitects.co.uk
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