

DATED 16th August _____ 2024

(1) TENDRING DISTRICT COUNCIL

and

(2) ESSEX COUNTY COUNCIL

and

(3) GREAT OAKLEY PARISH COUNCIL

and

(4) GREAT OAKLEY DEVELOPMENTS LIMITED

and

(5) KEYPORT INVESTMENTS LTD

and

(6) P AND N VENTURES LTD

DEED OF AGREEMENT

Pursuant to Section 106 of The Town and Country Planning Act 1990 (as amended)
relating to land to the South of The Allotments, Beaumont Road, Great Oakley, Essex CO12 5BA
PLANNING APPLICATION NUMBER: 21/01831/F

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Appendix	Title	Drawing No. / Report Ref.
A	SITE PLAN	Plan reference: A 025 100 Rev P1 received 14.02.2023
B	GCN RECEPTOR SITE PLAN	Plan reference: 4712/01/22-0409 v2 received 20.07.2023
C	APPROVED REPTILE MITIGATION STRATEGY AND ENHANCEMENT AND MANAGEMENT PLAN	GCN Mitigation Strategy Ref: 21-2603 Version: 3 Date: October 2022 received 07.11.2022
D	AFFORDABLE HOUSING SCHEME	(a) the Updated Schedule of Accommodation received 06.02.2024 (b) the Site Plan and House Types drawing number A100 003 Rev P5 received 15.01.2024 (c) the Site Plan and Plot Numbers drawing A 100 004 Rev P4 received 25.01.2023
E	PROPOSED USES SITE PLAN	Plan reference: A 100 005 Rev P5 received 04.06.2024
F	PROPOSED COMMUNITY HALL BUILDING	Plan reference: A 200 010 Rev P3 received 16.12.2022
G	PROPOSED SITE PLAN SHOWING FUTURE OWNERSHIP OR MANAGEMENT PLAN	Plan reference: A 100 008 Rev P0 received 18.08.2023

THIS DEED is dated 16th August 2024

BETWEEN

- (1) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton on Sea, Essex CO15 1SE ("the **Council**");
- (2) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford CM1 1QH ("the **County Council**");
- (3) **GREAT OAKLEY PARISH COUNCIL** of Great Oakley Village Hall Harwich Road Great Oakley Essex CO12 5AD ("the **Parish Council**")
- (4) **GREAT OAKLEY DEVELOPMENTS LIMITED** incorporated and registered in England and Wales with company registration number 12792128 and whose registered office is at 18 Eley Road, London, England, N18 3BB ("**Owner**");
- (5) **KEYPORT INVESTMENTS LTD** incorporated and registered in Scotland with company registration number 287368 whose registered office is at Suite 20, 196 Rose Street, Edinburgh EH2 4AT ("**First Mortgagee**")
- (6) **P AND N VENTURES LTD** incorporated and registered in England and Wales with company number SC12789434 of 18 Eley Road, London, England, N18 3BB ("**Second Mortgagee**")

Referred to in this Deed as 'the Parties'

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed:

1.1 Definitions:

1964 Act: means the Public Libraries & Museums Act 1964;

Commencement of Development: means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this Deed and for no other purpose, the following operations: operations in connection with any archaeological investigations works of excavation; demolition site clearance; diversion of services; installation of services for construction purposes only; site or soil investigations remedial action in respect of any contamination; landscaping works;

provision of construction access; noise attenuation works; or the erection of hoardings and fences and "Commence Development" and "Commenced" shall be construed accordingly;

Commencement Date: means the date Development Commences;

County Council Monitoring Fee shall mean a fee of seven hundred pounds sterling (£700) per obligation due to the County Council under this Deed and for the avoidance of doubt this is a total of two thousand one hundred and pounds sterling (£2,100) (no VAT) towards the County 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 Deed;

Development: means the residential development of the Site by the construction of 86 dwellings, community building and play area, public car park, landscaping and ancillary works, as set out in the Planning Application and granted Planning Permission;

Dwelling: means a building erected or proposed to be erected upon the Site pursuant to the Planning Permission or part of such building designed for residential occupation by a single household and includes flats and maisonettes;

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 either shall replace such index, or as the Council reasonably requires;

Index Linked: increased by applying the Retail Price 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 = the amount actually payable;

B = the amount specified as payable;

C = the RPI All Items Index two months before the date of payment; and

D = the RPI All Items Index two months before the date of this Deed;

- Interest:** interest at 4% per annum above the base rate from time to time of the Bank of England;
- Notice of Commencement:** means the written notice served pursuant clause 5 of this Deed;
- Occupation:** means occupation of any of the Dwellings forming part of the Development for the purposes permitted by the Planning Permission but shall not include occupation for the purposes of construction or fitting out or as a 'show-home' for marketing purposes or security operations and 'Occupy' and 'Occupied' shall be construed accordingly;
- Planning Application:** means the application for full Planning Permission for the Development submitted to the Council under reference number 21/01831/FUL;
- Planning Permission:** means the planning permission granted for the Development pursuant to the Planning Application;
- Site:** land to the south of The Allotments, Beaumont Road, Great Oakley, Essex CO12 5BA against which this Deed may be enforced as shown edged red on the Site Plan;
- Site Plan:** the plan with drawing number A 025 100 Rev P1 annexed hereto at **Appendix A**;
- Section 73 Permission:** a planning permission which may be granted by way of approval of an application under Section 73 of the TCPA 1990 permitting the Development subject to conditions which differ from the conditions of the Planning Permission;
- TCPA 1990:** Town and Country Planning Act 1990.
- VAT:** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
- Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council and the County Council the successors to their respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this Deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. **RECITALS**

- 2.1 The Owner is the registered proprietor of the freehold of the Site under title number EX900868 subject to the charges described in this Deed but otherwise free from encumbrances that would prevent it from entering into this Deed.
- 2.2 The Council is the local planning authority for the purposes of this Deed within the meaning of Part III of the TCPA 1990 for the area within which the Site is situated and by whom the relevant obligations in this Deed are enforceable.
- 2.3 The County Council is the local highway authority and local education authority for the purposes of this Deed for the area within which the Site is situated and by whom the relevant obligations in this Deed are enforceable.

- 2.4 The County Council is also the local library 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.
- 2.5 The Parish Council is the parish council for the area in which the Site is located and has agreed to enter into this Deed for the purposes of the relevant provisions at Schedule 5 to this Deed.
- 2.6 The Owner by the Planning Application has applied to the Council for Planning Permission for the Development.
- 2.7 The Owner has agreed to enter into this Deed pursuant to the provisions of the TCPA 1990 upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the Owner but also upon any person deriving title from the Owner as provided by Section 106 of the TCPA 1990 and any persons claiming through under or in trust from them.
- 2.8 By a legal charge dated 21 December 2020 the First Mortgagee has the benefit of a registered charge over the Site and the First Mortgagee has agreed to enter into this Deed in order to consent to the terms thereof.
- 2.9 By a legal charge dated 21 December 2020 the Second Mortgagee has the benefit of a registered charge over the Site and the Second Mortgagee has agreed to enter into this Deed in order to consent to the terms thereof.
- 2.10 In order to satisfy the tests in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010, all of the Parties are satisfied that the planning obligations contained in this Deed 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.

3. STATUTORY PROVISIONS

- 3.1 This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 3.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Site and its respective successors and assigns.
- 3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council and County Council (respectively and as applicable) in accordance with section 106 of the TCPA 1990.

4. CONDITIONALITY AND COMMENCEMENT

- 4.1 With the exception of clauses 1 to 4, clause 5.3(a), clause 7, clause 8, clause 9, clause 10, clause 11, clause 12, clause 13.1, clause 14, clause 17, clause 18, clause 19 (which take effect immediately), this Deed is conditional on the grant and issue of the Planning Permission.
- 4.2 Save for Clause 11 and in respect of those Clauses and Paragraphs which will become operative on the date of this Deed and in respect of obligations expressly in this Deed requiring compliance prior to the Commencement of the Development and which will become operative on the issue of the Planning Permission this Deed will come into effect on the Commencement of the Development.

5. COVENANTS

- 5.1 The Owner so as to bind the Site covenants with the Council to observe and perform the obligations set out in this Deed and Schedules 1, 2, 3, 4 and 5 of this Deed and also the covenants with the Parish Council as relates to the relevant provisions of Schedule 5 of this Deed.
- 5.2 The Owner so as to bind the Site covenants with the County Council to observe and perform the obligations set out in this Deed and Schedule 6 of this Deed.
- 5.3 The Owner so as to bind the site covenants to notify the Council and the County Council as follows:
- (a) give at least 10 (ten) Working Days prior written notice of the intended Commencement Date stating the expected Commencement Date;
 - (b) give Notice of Commencement within 10 (ten) Working Days of the Commencement of the Development;
 - (c) give written notice of the date of the Occupation of the First (1st), Fiftieth (50th) and Seventieth (70th) Dwelling to be Occupied within 10 (ten) Working Days of its occurrence;
 - (d) give written notice as required by the covenants contained in the Schedules to this Deed; and
 - (e) of any disposal of its interest in the Site and of the name and address of the new owner and the date of the disposal within 10 (ten) Working Days of such disposal (save for the disposal of an individual Dwelling).
- 5.4 The Parish Council covenants with the Council to observe and perform the obligations set out in Schedule 5 of this Deed (as relevant).

6. INTEREST

If any payment which becomes due to the Council or the County Council under this Deed is not paid by the due date Interest shall be due and payable to the Council or the County Council (as applicable) on the relevant amount for the period from the due date until the date of payment.

7. MORTGAGEES' CONSENT

- 7.1 The First Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of its mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the First Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from Owner.
- 7.2 The Second Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of its mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Second Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from Owner.

8. GENERAL PROVISIONS

- 8.1 Nothing (contained or implied) in this Deed shall fetter or restrict the Council or County Council's statutory rights, powers, discretions and responsibilities.
- 8.2 No waiver (whether express or implied) by a party of any breach or default in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent a party from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof.
- 8.3 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Site or the part of the Site to which the breach relates, except in respect of any breach subsisting prior to parting with such interest.
- 8.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 8.5 Other than in relation to Schedule 1 of this Deed (which shall only be enforceable against Affordable Housing Dwellings) no purchaser (or his mortgagee) (or their respective successors in title) of any individual Dwelling nor any future charge (unless it takes possession) nor any statutory authority or service company acquiring part of the Site for the purposes of undertaking its statutory functions shall be liable for any breach of this Deed.
- 8.6 If the Planning Permission and all Section 73 Permissions shall expire within the meaning of sections 91, 92 or 93 of the TCPA 1990 or shall at any time be revoked or modified by any statutory procedure without the agreement of the Owner this Deed shall forthwith determine and cease to have further effect (insofar as it has not already been complied with) PROVIDED ALWAYS that the Development has not Commenced.
- 8.7 Nothing in this Deed shall prevent the Owner from developing the Site in accordance with a planning permission other than the Planning Permission or a Section 73 Permission (subject to clause 8.9).

8.8 Any person or body acquiring the benefit of a legal charge over the Site shall have no liability under this Deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

8.9 In the event that an application made pursuant to section 73 of the TCPA 1990 for an amendment to the Planning Permission is granted and unless otherwise agreed between the parties in writing:

8.9.1 The obligations in this Deed shall relate to and bind any subsequent planning permission in respect of the Site granted pursuant to section 73 of the TCPA 1990 and the Site itself; and

8.9.2 The definitions of Planning Application, Development and Planning Permission in this Deed shall be construed to include reference to any application under section 73 of the TCPA 1990, the planning permission granted thereunder and the development permitted by such subsequent planning permission; and

8.9.3 This Deed shall be endorsed with the following words in respect of any future section 73 application:

"The obligations in this Deed relate to and bind the Site in respect of which a new planning permission referenced has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application under section 73 of the TCPA 1990 or the appropriate nature and/or quantum of section 106 obligations in so far as they are different to those contained in this Deed and required pursuant to a determination under section 73 of the TCPA 1990 whether by way of a new deed or supplemental deed pursuant to section 106 or Section 106A of the TCPA 1990.

9. INDEXATION

9.1 All financial contributions payable to the Council or the County Council (as applicable) shall be Index Linked.

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

10. LOCAL LAND CHARGE

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

11. COSTS

- 11.1 The Owner shall prior to completion of this Deed pay the Council's and County Council's legal expenses and costs reasonably and properly incurred associated with the preparation of this Deed.
- 11.2 The Owner covenants to pay to the County Council the County Council Monitoring Fee prior to Commencement.

12. REASONABLENESS

- 12.1 Where a matter falls within the party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Deed without undue delay.
- 12.2 Where an action falls to be performed by a party under this Deed such action shall be carried out by that party expeditiously in accordance with the terms of this Deed but in any event as soon as reasonably practicable and without undue delay.

13. CANCELLATION OF ENTRIES

- 13.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 13.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 8.6 (and subject to the payment of the Council's and County Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

14. DISPUTES

- 14.1 Subject to Clause 14.7 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 14 and the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute
- 14.2 For the purposes of this Clause 14 a Specialist is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to the matters in dispute
- 14.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power with the right to take such further advice as he may require to determine the appropriate type of Specialist and to arrange his nomination under Clause 14.4
- 14.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised

as being responsible for the relevant type of Specialist who will have the power with the right to take such further advice as he may require to determine and nominate the appropriate Specialist or to arrange his nomination and 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)

- 14.5 The Specialist is to act as an independent expert and
- (a) each party may make written representations within twenty (20) Working Days of his appointment and will copy the written representations to the other party
 - (b) each party is to have a further fifteen (15) Working Days to make written comments on the others representations and will copy the written comments to the other party
 - (c) the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require
 - (d) the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other
 - (e) 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
 - (f) the Specialist is to use all reasonable endeavours to publish his decision within twenty (20) Working Days from the last submission of evidence
- 14.6 Responsibility for the costs of referring a dispute to a Specialist under this Clause 14 including costs connected with the appointment of the Specialist and the Specialists own costs but not the legal and other professional costs of any party in relation to a dispute will be decided by the Specialist
- 14.7 This Clause 14 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts of England.

15. AGREEMENTS AND DECLARATIONS

- 15.1 The Parties agree that:
- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
 - (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

16. NOTICES

- 16.1 Any notice or other communication to be given under this Deed must be in writing and must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next Working Day delivery service.

16.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

- (a) to the Council at Town Hall, Station Road, Clacton on Sea, Essex CO15 1SE marked for the attention of the Head of Planning and Building Control AND by email to obligations@tendringdc.gov.uk and marked for the attention of the s106 Officer in all cases marked with the reference 21/01831/FUL;
- (b) to 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
- (c) any other party shall be sent to that party at the aforementioned address or to such other person at such address as they shall notify in writing to the other Parties from time to time.

or as otherwise specified by the relevant party by notice in writing to each other party.

16.3 Any notice or other communication given in accordance with clause 16.1 and clause 16.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting.

16.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

18. VALUE ADDED TAX

18.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

18.2 If any VAT is at any time chargeable on any supply made by the Council, the County Council or the Owner under or pursuant to this Deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

19. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England

SCHEDULE 1 - AFFORDABLE HOUSING

PART ONE

1. DEFINITION

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Schedule of Accommodation	the schedule of accommodation setting out the size and tenure mix and plot locations of all of the Dwellings including the Affordable Housing Dwellings approved by the Council attached to this Deed at Appendix D and forming part of the Affordable Housing Scheme
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" set out in Annex 2 of the NPPF (or any superseding document published by the government)
Affordable Housing Dwellings	the 26 (twenty six) Dwellings within the Development to be provided as Affordable Housing pursuant to the Affordable Housing Scheme
Affordable Housing Land	that part of the Site upon which the Affordable Housing Dwelling or Dwellings (including private gardens and allocated parking spaces) are to be constructed and includes the Affordable Housing Dwellings once constructed on the said part of the Site in accordance with the Affordable Housing Scheme
Affordable Housing Mortgagee	a mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a " Receiver ") of the whole or any part of the Affordable Housing Land or any persons or bodies deriving title through such mortgagee or chargee or Receiver
Affordable Housing Scheme	means the scheme approved by the Council to provide for 26 (twenty six) Dwellings comprising 19 (nineteen) Affordable Rented Housing and 7 (seven) Shared Ownership Housing to be constructed transferred (to an Approved Body) and used as Affordable Housing and shown on: (a) the Schedule of Accommodation; (b) the Site Plan and House Types drawing number A100 003 Rev P5; and (c) the Site Plan and Plot Numbers drawing A100 004 Rev P4, all attached to this Deed at Appendix D
Affordable Housing Standards	<ul style="list-style-type: none"> • designed to the same external design as the Open Market Dwellings so as to be indistinguishable from the Open Market Dwellings; and

	<ul style="list-style-type: none"> constructed to the nationally described space standards as set out in the Department for Levelling Up Housing and Communities technical housing standards <p>or such other standards as may be agreed in writing between the Owner and the Council</p>
Affordable Rented Housing	has the meaning ascribed to it in paragraph (a) of the definition of Affordable Housing at Annex 2 of the NPPF
Approved Body	means a private Registered Provider which is: (a) approved by the Council in writing; and (b) regulated by the Homes England
Capital Receipts	means proceeds from equity shares purchased through Staircasing obtained by the Approved Body through Shared Ownership Housing less the Approved Body's cost of acquisition, build, management, sale, the redemption of any mortgage and reasonable legal fees
Homes England	means the public body set up to fund and regulate the provision of Affordable Housing in England and any successor body
Housing Needs Register	means the register maintained by the Council or its nominee or an Approved Body for Persons in Housing Need
Nomination Rights	means the ability for the Council to nominate 100% of the occupants on the first letting of the Affordable Rented Housing and 100% of the occupants of subsequent lettings of Affordable Rented Housing in accordance with the Affordable Housing Scheme
NPPF	means the National Planning Policy Framework 2023 (or any successor policy) issued by H M Government
Open Market Dwellings	any Dwellings which are not Affordable Housing Dwellings
Person 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
Practically Complete	completion of the relevant Affordable Housing Dwelling so that it is substantially complete and fit for occupation
Protected Tenant	means any tenant who:

	<p>(a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling;</p> <p>(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling;</p> <p>(c) has been granted a shared ownership lease in exercise of that person's statutory right in respect of a particular Affordable Housing Dwelling and has become a 100% Staircaser</p>
Registered Provider	a registered provider as so defined under section 80 of the Housing and Regeneration Act 2008
Regulator	the Regulator of Social Housing constituted pursuant to the Housing and Regeneration Act 2008 (as amended) and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing
Shared Ownership Housing	<p>Affordable Housing Dwellings to be Occupied under the terms of a shared ownership lease which accords with the Regulator's Shared Ownership Model Lease by which a lessee may acquire an initial share or shares of between ten percent and seventy five percent (10% - 75%) of the equity in an Affordable Housing Dwelling from the Registered Provider who retains the remainder and may charge a rent of up to two point seven five percent (2.75%) on the unsold equity and where the lessee has the option to increase its percentage of ownership through a process of Staircasing and where Capital Receipts received from Staircasing is to be retained by the Registered Provider and the Registered Provider shall use reasonable endeavours to re-invest such Capital Receipts in Affordable Housing</p> <p>(i) within the district of Tendring; (ii) within the neighbouring councils areas within the county of Essex (iii) within the rest of England</p> <p>Subject to any contrary requirements within the Regulator's Capital Funding Guide</p>
Shared Ownership Model Lease	Means the model lease appended to the Homes England Capital Funding Guide
Staircasing	the exercise by the owner-occupier of Shared Ownership Housing of the right to purchase additional equity shares up to 100% of the interest in a Shared Ownership Housing after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and " Staircases ", " Staircased " or any other derivative thereof shall be construed accordingly

100% Staircaser	means a lessee of an Affordable Housing Dwelling under a Shared Ownership Housing lease who has acquired 100% of the equity in the said Affordable Housing Dwelling
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2. DELIVERY OF THE AFFORDABLE HOUSING DWELLINGS

The Owner covenants to the Council as follows:

- 2.1 To construct and Practically Complete the Affordable Housing Dwellings in accordance with the Affordable Housing Scheme;
- 2.2 To construct and Practically Complete the Affordable Housing Dwellings to the Affordable Housing Standards;
- 2.3 To provide the Council with full details of the Registered Provider for approval by the Council in writing as the Approved Body for the purpose of this Schedule (such approval not to be unreasonably withheld);
- 2.4 Not to allow cause or permit more than 24 (twenty four) of the Open Market Dwellings to be Occupied unless and until the Owner has constructed 50% (fifty percent) of the Affordable Housing Dwellings which shall be ready and available for Occupation for their intended purpose and the Affordable Housing Land has been transferred to the Approved Body together with all rights for infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon and with a good and marketable freehold or long leasehold title free and with vacant possession and capable of being fully serviced and properly connected to the public highway;
- 2.5 Not to allow cause or permit more than 54 (fifty four) of the Open Market Dwellings to be Occupied unless and until the Owner has constructed 100% (one hundred percent) of the Affordable Housing Dwellings which shall be ready and available for Occupation for their intended purpose and the Affordable Housing Land has been transferred to the Approved Body together with all rights for infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon and with a good and marketable freehold or long leasehold title free and with vacant possession and capable of being fully serviced and properly connected to the public highway;

- 2.6 For the purposes of this Schedule only the expression "transferred" shall mean a transfer of the freehold interest (of any house or block of flats) or leasehold interest (of any flat in a block that also contains one or more Open Market Dwellings) that comprises 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 PROVIDED ALWAYS that any transfer of the Affordable Housing Dwellings to the Approved Body shall be subject to the provisions contained in Part Two of this Schedule;
- 2.7 Not to cause or permit the use of the Affordable Housing Land (or any part thereof) for any other purpose than for the provision of Affordable Housing in accordance with this Deed unless otherwise specified in this Deed; and
- 2.8 The Affordable Housing Dwellings shall be Occupied for no purpose other than as Affordable Housing subject always to paragraphs 3 and 4 of this Schedule.
- 2.9 Any Capital Receipts received by the Approved Body on the disposal of equity shares in the Affordable Dwellings that are Shared Ownership Housing shall be recycled and used for the provision of further Affordable Housing within the District of Tendring so that such new Affordable Housing shall be provided within four (4) years of the date of receipt of the said Capital Receipts by the Approved Body unless otherwise agreed in writing with the Council and if requested to do so to attend an annual meeting with the Council's housing representative to review any Capital Receipts received by the Approved Body in that year and to discuss how and where they are to be reinvested. .
- 2.10 To enter into a nomination agreement in a form to be agreed with the Council in respect of the Affordable Rented Housing to secure the Nomination Rights.

3. MORTGAGEE EXEMPTION

- 3.1 The provisions of this Schedule shall not be binding on an Affordable Housing Mortgagee PROVIDED THAT:
- 3.1.1 they shall first give written notice to the Council of their intention to dispose of the Affordable Housing Land (or relevant part thereof); and
- 3.1.2 they shall have used reasonable endeavours over a period of three (3) months from the date of the written notice referred to in paragraph 3.1.1 above to complete a disposal of the Affordable Housing Land (or relevant part thereof) to another Registered Provider approved by the Council or to the Council for a consideration not less than the amount due and outstanding

under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses.

- 3.2 If such disposal has not completed within the said three (3) month period the Affordable Housing Mortgagee shall be entitled to dispose of the Affordable Housing Land (or relevant part thereof) free from the provisions of this Schedule 1.

4. MISCELLANEOUS

4.1 It is acknowledged that:

4.1.1 this Schedule will not be binding on a Protected Tenant or any person or body deriving title through or from a Protected Tenant; and

4.1.2 if the Affordable Housing Dwellings are vested or transferred to another Registered Provider pursuant to a proposal made by the Regulator of Social Housing pursuant to sections 143A-169 of the Housing and Regeneration Act 2008 (or any statutory provision amending or replacing the same) then the provisions of this Deed shall continue in respect of such other Registered Provider.

PART TWO

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

B. The transfer deed shall contain:

1. a grant by the Owner 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;
3. such other covenants and reservations as the Owner may reasonably require including but not limited to the maintenance of the Development once it is completed and the preservation of the appearance thereof; and
4. a provision whereby Capital Receipts received is to be retained by the Approved Body and the Approved Body shall re-invest such Capital Receipts in Affordable Housing within the District of Tendring in accordance with the terms of Part 1 of Schedule 1 of this Deed and in particular paragraph 2.9 subject to any contrary requirements within the Regulator's Capital Funding Guide

5. to enter into a nomination agreement in a form to be agreed with the Council in respect of the Affordable Rented Dwellings to secure the Nomination Rights of the Council in accordance with Part 1 of Schedule 1 of this Deed.

SCHEDULE 2 - COUNCIL CONTRIBUTIONS

PART ONE

1. DEFINITION

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Contribution	means the Health Contribution and the RAMS Contribution
Health Contribution	means the sum of £52,500.00 (Fifty Two Thousand and Five Hundred Pounds) Index Linked to be paid towards the Health Contribution Purpose
Health Contribution Purpose	means the use of the Health Contribution to be directed by the Council to NHS England towards the provision of new and/or the improvement of existing primary healthcare facilities within the local catchment area for the Development.
Natura 2000	has the meaning ascribed to it in section 3(1) of the Conservation of Habitats and Species Regulations 2017
NHS England	means the national commissioning authority for health services in England (or its successor body from time to time)
RAMS	Means the Essex Coast Recreational disturbance Avoidance and Mitigation Strategy (RAMS) in relation to Essex Coast Natura 2000 European Designations Supplementary Planning Document (SPD) adopted by the Council on 13 November 2020
RAMS Contribution	Means the sum of £163.86 (One Hundred and Sixty Three Pounds and Eighty Six Pence) Index Linked per Dwelling as approved pursuant to the Planning Application which for 86 (Eighty Six) Dwellings is £14,091.96 (Fourteen Thousand and Ninety One Pounds and Ninety Six Pence) Index Linked as set out in the RAMS to be paid towards the RAMS Contribution Purpose

RAMS Contribution Purpose	means the use of the RAMS Contribution towards the funding of strategic 'off-site' measures identified by the adopted RAMS to mitigate any increased use as a result of the Development at Essex Coast Natura 2000 European Designations in particular Hamford Water SPA and SAC and Ramsar Sites
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2. PAYMENT OF CONTRIBUTIONS

The Owner hereby covenants with the Council as follows:

- 2.1 To notify the Council prior to the Commencement of the Development to allow the calculation of the RAMS Contribution;
- 2.2 To pay the RAMS Contribution to the Council prior to the Commencement of the Development and not to allow cause or permit the Commencement of the Development unless and until the RAMS Contribution has been paid to the Council;
- 2.3 To notify the Council prior to the 1st (first) Occupation of the 50th (fiftieth) Dwelling to allow the calculation of the Health Contribution; and
- 2.4 To pay the Health Contribution to the Council prior to the 1st (first) Occupation of the 50th (fiftieth) Dwelling and not to allow cause or permit the first Occupation of the 50th (fiftieth) Dwelling unless and until the Health Contribution has been paid to the Council;
- 2.5 In the event that a Contribution or part thereof is paid later than the date payment is due under the terms of this Deed then the amount of the Contribution or part thereof payable by the Owner to the Council shall in addition include interest at 4% above the Bank of England base lending rate or such other rate as the Council deems appropriate and shall accrue on a daily basis from the date payment is due until the date payment of the amount due is received by the Council.
- 2.6 In addition to the requirement in paragraph 2.5 of this Schedule 2 Part One in the event that any sum due to be paid to the Council by the Owner pursuant to this Deed shall not be received by the Council by the date that the sum is due then the Owner hereby covenants to pay to the Council within ten (10) Working Days of receiving a written request all reasonable costs that the Council has incurred as a result of or in pursuance of such late payment including but not limited to Council Officer time and any legal costs.

- 2.7 Payments shall be marked for the attention of the Section 106 Officer, Tendring District Council, Town Hall, Station Road, Clacton-on-Sea, Essex, CO15 1SE or via email at obligations@tendringdc.gov.uk

PART TWO

1. The Council hereby covenants with the Owner to:
- 1.1 provide a written form of receipt for payment of the Health Contribution on receipt of the Health Contribution; and
- 1.2 pay the Health Contribution to NHS England upon receipt of a document from NHS England confirming that they will:
- 1.2.1 apply the Health Contribution solely for the Health Contribution Purpose;
- 1.2.2 provide full details of the expenditure of the Health Contribution on demand to the Council or the Owner which details shall comprise either a receipt for expenditure incurred or a contract committing such expenditure; and
- 1.2.3 return any unspent part of the Health Contribution together with interest accrued to the Council after the expiry of five (5) years from the date of receipt by the Council of the Healthcare Contribution (or the final tranche thereof if the contribution is paid in tranches).
- 1.3 Keep an up-to-date record of all payments from the Health Contribution transferred by the Council to NHS England;
- 1.4 Any part of the Health Contribution that has not been paid to NHS England within five (5) years of receipt shall be returned to the Owner along with interest that has accrued on that unpaid part (calculated using the SONIA Rate from the date of payment until the date the unexpended part is actually repaid) upon receipt of a request in writing to do so received by the Council no sooner than the fifth (5th) anniversary of the date of the payment to the Council.
- 1.5 Where before the fifth (5th) anniversary of the date of receipt of the Health Contribution a legally binding contract has been entered into by the Council with NHS England for the payment of the Health Contribution the Council shall be entitled to make that payment to NHS England.
2. The Council covenants with the Owner:
- 2.1 To apply the RAMS Contribution solely for the RAMS Contribution Purposes.

- 2.2 Any part of the RAMS Contribution that has not been spent or committed to be spent by the Council within five (5) years of receipt shall be returned to the Owner along with interest that has accrued on that unused part (calculated using the SONIA Rate from the date of payment until the date the unexpended part is actually repaid) upon receipt of a request in writing to do so received by the Council no sooner than the fifth (5th) anniversary of the date of the payment to the Council unless the sum or part thereof has been committed to be spent.

SCHEDULE 3 - GREAT CRESTED NEWT MITIGATION STRATEGY

1. DEFINITION

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Construction Phase	means the completion of all construction works on the Site for the Development as granted by the Planning Permission.
GCN	means Great Crested Newts which are a European Protected Species under the Conservation of Habitats and Species Regulations 2017 as amended and the Wildlife and Countryside Act 1981 as amended
GCN Habitat	means the provision of the GCN Receptor Site to act as a suitable habitat for Great Crested Newts displaced by the Development of the Site and to compensate for the loss of their habitat as a result of the Development to be provided in accordance with the GCN Mitigation Strategy and GCN Habitat Management Agreement.
GCN Habitat Certificate	means a certificate issued to the Council by a suitably qualified ecologist to confirm that the GCN Habitat has been provided in accordance with the GCN Mitigation Strategy and GCN Habitat Management Agreement and is ready for the GCN Translocation.
GCN Habitat Management Agreement	means a legal agreement executed as a deed to secure and bind the GCN Receptor Site where the GCN Habitat is to be provided in accordance with the GCN Mitigation Strategy and include the GCN Habitat Management Agreement Terms to be entered into between the Owner and Third Party Landowner to secure the provision of the GCN Habitat.
GCN Habitat Management Agreement Terms	the GCN Habitat Management Agreement must include terms to ensure compliance with the requirements for the mitigation and long-term management of the GCN Receptor Site including monitoring in accordance with the GCN Mitigation Licence issued by Natural England and the GCN Mitigation Strategy; Monitoring will cover a period of Ten (10) years from translocation with frequency to be confirmed in the GCN mitigation licence issued by Natural England. Long term management of GCN habitat must be for a minimum period of Twenty Five (25) years.
GCN Mitigation Strategy	the document entitled 'GCN Mitigation Strategy' prepared by Nicholsons Lockhart Garrett and dated October 2022 and submitted as part of the Planning Application which sets out the proposed mitigation measures for the displacement and loss of Great Crested Newt habitat areas on the Site as a result of the Development including the provision of the GCN Habitat to be secured by legal agreement annexed hereto at Appendix C .

GCN Receptor Site	the land shown edged blue on the GCN Receptor Site Plan or such alternative site as may be approved by the Council
GCN Receptor Site Plan	the plan with drawing number 4712/01/22-0409 annexed hereto at Appendix B
GCN Translocation	the translocation of any Great Crested Newts from the Site to the GCN Receptor Site in accordance with the GCN Mitigation Strategy and GCN Mitigation Licence and Translocated shall be construed accordingly
GCN Translocation Period	The entirety of the period from the start of the GCN Translocation until all Great Crested Newts have been Translocated to the GCN Receptor Site and for the avoidance of doubt this period must take place prior to the Commencement of the Development including construction works taking place on the Site.
Post-Commencement GCN Translocation Period	Means the period following the Commencement of the Development including site clearance and preparation works and construction through to the completion of the Construction Phase.
GCN Mitigation Licence	a licence to carry out the Development or other work on the Site that may affect Great Crested Newts issued by Natural England
Natural England	executive non-departmental public body, sponsored by the Department for Environment, Food & Rural Affairs as the government's adviser for the natural environment in England
Third Party Landowner	means the owner of the GCN Receptor Site which will be used for the GCN Habitat.

2. The Owner covenants with the Council:

2.1 Not to Commence Development or cause or permit the Commencement of the Development unless and until:

2.1.1 the Owner has entered into the GCN Habitat Management Agreement with the Third Party Landowner and provided the Council with a copy of the GCN Habitat Management Agreement which will deliver the GCN Mitigation Strategy and management of the GCN Habitat; and

2.1.2 the GCN Habitat has been first provided and the Council has received the first GCN Habitat Certificate.

2.2 To ensure that the GCN Translocation is carried out in respect of every Great Crested Newt found on Site during the GCN Translocation Period and not to Commence the Development or carry out any construction works or cause or permit the same on the Site until the GCN Translocation is complete.

- 2.3 To keep a record of every Great Crested Newt found on Site and Translocated during the GCN Translocation Period and to provide a copy of the same to the Council upon the conclusion of the GCN Translocation Period.
- 2.4 To ensure that any Great Crested Newts discovered during the Post-Commencement GCN Translocation Period are Translocated to the GCN Receptor Site in accordance with the GCN Translocation.
- 2.5 To keep a record of every Great Crested Newt found on Site and Translocated during the Post-Commencement GCN Translocation Period and to provide a copy of the same to the Council upon the conclusion of the Post-Commencement GCN Translocation Period.
- 2.6 Following the Translocation Period to procure that the Council is provided with a GCN Habitat Certificate on a twelve (12) monthly basis following the provision of the first GCN Habitat Certificate referred to in paragraph 2.1.2 of this Schedule 3 for a period of ten (10) years following the first Occupation of the last Dwelling on the Site or such longer period of monitoring as required by the GCN Mitigation Licence.

SCHEDULE 4– OPEN SPACE

1. DEFINITION

1.1 In this Schedule and where relevant Schedule 5 the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

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 as approved by the Council
"Open Space Land"	means for the purposes of this Schedule 4 areas of land as shown on the Proposed Uses Site Plan coloured green and called Public Open Space (but excluding the Play Area Land as defined in Schedule 5) to be used for no purposes other than as public open space to provide a recreational and amenity facility for members of the public in perpetuity and shall not include any sustainable drainage systems for the Development;
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 Plan and Open Space Specification
"Open Space Management Plan"	means a management plan prepared by the Owner to include levels of maintenance and details of funding for the maintenance of the Open Space Land and to be approved in writing by the Council for the ongoing management and maintenance of the Open Space Land;

"Proposed Uses Site Plan"	Means the plan' with drawing number A100 005 P5 annexed hereto as Appendix E ;
"Management Company"	means a management entity established for inter alia the purpose of managing and maintaining the Open Space Land in accordance with the Open Space Management Plan and to be funded for that purpose by the Owners and Occupiers of the Dwellings;

2. The Owner hereby covenants with the Council as follows:
 - 2.1 To submit the Open Space Specification, and the Open Space Management Plan in writing to the Council for approval prior to the Commencement of Development;
 - 2.2 Not to Commence the Development or cause or permit the Commencement of the Development unless and until the Council has approved the Open Space Specification, and the Open Space Management Plan in writing PROVIDED THAT each of the said documents shall be deemed to have been approved if no decision thereon has been submitted in writing by the Council to the Owner within 12 (twelve) weeks of the date on which each said document is received by the Council;
 - 2.3 To physically set out the Open Space Land in accordance with the Proposed Uses Site Plan and the approved Open Space Specification and the timings contained therein;
 - 2.4 Not to first Occupy or allow cause or permit to be first Occupied any more than fifty percent (50%) of the Dwellings unless and until all of the Open Space Land has been physically set out on the Site in accordance with the Proposed Uses Site Plan and the approved Open Space Specification and the Council has received the relevant Open Space Completion Certificate and confirmed in writing that it is satisfied that the Open Space Land has been laid out in accordance with the Proposed Uses Site Plan and the approved Open Space Specification;
 - 2.5 Following receipt of the Open Space Completion Certification where the Open Space Land does not comply with the Proposed Uses Site Plan and/or the approved Open Space Specification the Council will notify the Owner in writing how it differs and what steps the Council considers need to be taken by the Owner to bring the Open Space Land into compliance AND the Council will confirm in writing once it is satisfied that the Open Space Land has been laid out in accordance with the Proposed Uses Site Plan and the approved Open Space Specification.
 - 2.6 Following provision and laying out of the Open Space Land in accordance with paragraphs 2.4 and 2.5 of this Schedule 4 the Owner shall be required to transfer the Open Space Land to a

- Management Company (but excluding that part of the Open Space Land that falls within the Parish Council Transfer Land which shall instead be transferred to the Parish Council in accordance with Schedule 5 of this Deed PROVIDED THAT before agreeing to the transfer of the Open Space Land to a Management Company the Owner shall:
- 2.6.1 provide the Council with full details of the Management Company for approval by the Council in writing (such approval not to be unreasonably withheld or delayed);
 - 2.6.2 following approval by the Council in accordance with paragraph 2.6.1 of this Schedule 4 to transfer the Open Space Land to the Management Company free of encumbrances that may materially affect use of the Open Space Land as providing recreation and amenity facilities for members of the public with all necessary easements and with vacant possession who from the date of transfer shall manage and maintain the Open Space Land transferred to them for the purpose of providing recreation and amenity facilities for members of the public in perpetuity in accordance with the approved Open Space Management Plan; and
 - 2.6.3 the Owner shall provide a copy of the transfer(s) to the Council within Two (2) months of completion of the transfer to the Management Company.
- 2.7 The Owner shall include the following in any transfer of the Open Space Land pursuant to this Schedule 4:
- 2.7.1 a covenant to only permit the Open Space Land to be used as recreation and amenity land by members of the public in perpetuity;
 - 2.7.2 a covenant to maintain the Open Space Land in perpetuity and where the Open Space Land is transferred to a Management Company to be maintained in accordance with the approved Open Space Management Plan; and
 - 2.7.3 a covenant not to transfer the Open Space Land into the individual ownership of an owner or owners or occupiers of any of the Dwellings.
- 2.8 To maintain the Open Space Land in accordance with the approved Open Space Management Plan for one (1) year following the issue of the Open Space Completion Certificate and acceptance in writing by the Council in accordance with paragraphs 2.4 and 2.5 of this Schedule 4 or until such time as any transfer described in this Schedule 4 and Schedule 5 has been completed;
- 2.12 In the event that the Open Space Land is transferred to a Management Company to be funded through contributions from owners and occupiers of Dwellings the Owner shall include in the transfer or lease to the owners and occupiers of Dwellings an obligation to contribute an annual amount to the Management Company which together with fair contributions from other owners and occupiers of Dwellings shall be sufficient to enable the Management Company to discharge its obligations under any transfer of the Open Space Land.

2.13 The transfer of that part of the Open Space Land to the Parish Council referred to in paragraph 2.6 of this Schedule 4 is to be transferred in accordance with Schedule 5 of this Deed.

**SCHEDULE 5 - COMMUNITY BUILDING ASSOCIATED CAR PUBLIC PARK AND PLAY AREA
LAND AND OPEN SPACE LAND**

1. DEFINITION

1.1 In this schedule and where relevant Schedule 4 the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Community Building and Associated Public Car Park	a (approximately 327 sqm) community building and associated public car park which is part of the Development pursuant to the Planning Application which will provide facilities for the local community to use including a hall, a studio room, changing rooms for local sports clubs, a kitchen, and other ancillary spaces to be provided on the Community Building and Associated Public Car Park Land and constructed, laid out and fitted out in accordance with the Planning Permission and the Community Building Fit Out Plan and the Car Park Detailed Specification and references to Community Building and Associated Public Car Park shall be construed accordingly
Car Park Detailed Specification	full details of the layout, parking bays, turning areas, surface treatment and all other associated works of the car park forming part of the Community Building and Associated Public Car Park to be approved by the Council in writing
Community Building Fit Out Plan	the drawing showing the layout and fit out of the Community Building with drawing number A 200 010 Revision P3 annexed hereto at Appendix F
Community Building and Associated Public Car Park Land	the land on which the Community Building and Associated Public Car Park is proposed to be constructed as shown on outlined in orange on the Proposed Uses Site Plan annexed hereto at Appendix E and forming part of the Parish Council Transfer Land which includes the Community Building and Associated Public Car Park once constructed pursuant to the Planning Permission and in accordance with the terms of this Schedule 5
Level and Secure	in respect of the Play Area Land means land being in a level state such as to be reasonably fit for purpose of the laying out and construction of a Play Area thereon and the entirety of its boundary being fenced off with securely and properly installed Heras fencing or similar and Levelled and Secured will be construed accordingly
Parish Council	Great Oakley Parish Council
Parish Council Transfer Land	the land shown coloured blue on the Proposed Uses Site Plan Showing Future Ownership and Management of Land drawing number A100 008 P0 annexed hereto at Appendix G to be transferred to the Parish Council and includes the Community Building and Associated Public Car Park and Open Space Land and the Play Area Land (also shown on the Proposed Uses Site Plan)

Play Area	an equipped play area for children
Play Area Land	the land on which a Play Area is to be constructed by the Parish Council as shown outlined in purple on the Proposed Uses Site Plan annexed hereto at Appendix E .
Play Area Land Specification	means the specification including the details of the equipped play area facilities and layout plan and timing for the laying out, profiling, clearing, planting, landscaping and decontaminating the Play Area 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 in perpetuity approved by the Council in consultation with the Parish Council
Play Area Commuted Sum	the sum of £78,161.97 (Seventy Eight Thousand One Hundred and Sixty One Pounds and Ninety Seven Pence) Index Linked towards the provision and maintenance of the Play Area on the Play Area Land and for the avoidance of any doubt there shall be no additional financial contributions on the part Owner apart for the Commuted sum referred to herein
Play Area land Completion Certificate	means a certificate or certificates in writing issued by a Chartered Landscape Architect that confirms that the Play Area Land has been laid out in accordance with the Play Area Land Specification
Practical Completion	the completion of the Community Building and Associated Public Car Park such that it is substantially complete and ready for use or occupation for its intended purpose pursuant to the Planning Permission including the Community Building Fit Out Plan and the Car Park Detailed Specification
Practical Completion Certificate	a certificate produced by the Owner's architect to confirm that: <ul style="list-style-type: none"> i) the Community Building and Associated Public Car Park has been constructed pursuant to the Planning Permission including the Community Building Fit Out Plan and the Car Park Detailed Specification; ii) that a completion certificate has been issued in accordance with the Building Regulations 2010 (as amended) (or replacement legislation) for the Community Building and Associated Public Car Park; and iii) that there has been Practical Completion of the Community Building and Associated Public Car Park
Transfer	a transfer or transfers of the freehold title of the Parish Council Transfer Land to the Parish Council as referred to in Paragraph 2 (Community Building and Associated Public Car Park Land) and Paragraph 3 (Play Area Land) and Paragraph 4 (Open Space Land) of this Schedule 5 and Transferred shall be construed accordingly

Transfer Terms

Means terms which provide that the Transfer will be for £1.00 (One Pound) consideration with vacant possession and the title will be free of any restrictions or incumbrances which would prevent the use of the Parish Council Transfer Land for the purpose for which it is being Transferred; and the transfer deed shall contain the following:

1. a grant by the Owner of all rights of access and passage of services and all other rights reasonably necessary for the beneficial use and enjoyment of the land being transferred;
2. a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Parish Council Transfer Land;
3. such other covenants and reservations as the Owner may reasonably require including but not limited to the maintenance of the Development on the Parish Council Transfer Land once it is completed and the preservation of the appearance thereof;
4. any such further terms as may be negotiated between the Owner and the Parish Council
5. a covenant to only permit the Play Area Land and Open Space Land to be used as recreation and amenity land by members of the public in perpetuity;
6. a covenant to only permit the Community Building and Associated Public Car Park Land to be used for community use pursuant to the Planning Permission by members of the public in perpetuity.
7. a covenant to manage and maintain the Play Area Land and Open Space Land in perpetuity;
8. a covenant to manage and maintain the Community Building and Associated Public Car Park Land in perpetuity;
9. a covenant not to transfer the Parish Council Land (or part thereof) into the individual ownership of an owner or owners or occupiers of any of the Dwellings

2. COMMUNITY BUILDING AND ASSOCIATED PUBLIC CAR PARK LAND

The Owner covenants with the Council and the Parish Council as follows:

- 2.1 To submit a Car Park Detailed Specification to the Council for the Council's approval in writing prior to the first (1st) Occupation of any Dwelling and not to allow cause or permit the first (1st) Occupation of any Dwelling unless and until the Council has approved the Car Park Detailed Specification in writing.

- 2.2 To fully construct and fit out the Community Building and Associated Public Car Park in accordance with the Planning Permission and the Community Building Fit Out Plan and the approved Car Park Detailed Specification so that it is complete and functionally available for the use permitted by the Planning Permission prior to the first (1st) Occupation of no more than 50% (fifty percent) of the Dwellings;
- 2.3 Not to allow cause or permit to be Occupied more than 50% (fifty percent) of the Dwellings until:
 - 2.3.1 a Practical Completion Certificate has been provided to the Council;
 - 2.3.2 the Council has confirmed in writing that it is satisfied that there has been Practical Completion of the Community Building and Associated Public Car Park and has accepted the Practical Completion Certificate; and
 - 2.3.3 where the Community Building and Associated Public Car Park does not comply with the Planning Permission and/or the Community Building Fit Out Plan and/or the approved Car Park Detailed Specification and/or that Practical Completion has not occurred the Council will notify the Owner in writing of its requirements and the Council will confirm in writing once it is satisfied that there has been Practical Completion and the Practical Completion Certificate has been accepted in writing by the Council;
- 2.4 As soon as reasonably practicable following Practical Completion of the Community Building and Associated Public Car Park and acceptance of the Practical Completion Certificate by the Council in accordance with paragraph 2.3 of this Schedule 5 to provide an executed Transfer of the Community Building and Associated Public Car Park Land to the Parish Council in accordance with the Transfer Terms and as agreed between the Owner and the Parish Council and subject to the Owner paying the Parish Council's reasonable legal fees for such Transfer (up to a limit of £5,000.00 five thousand pounds) the Parish Council shall complete the said Transfer.
- 2.5 The Owner shall provide a copy of the completed Transfer(s) to the Council within Two (2) months of completion of the Transfer of the Community Building and Associated Public Car Park Land to the Parish Council.
- 2.6 The Owner shall not allow cause or permit to be Occupied more than 75% (seventy five percent) of the Dwellings until the Transfer of the Community Building and Associated Public Car Park Land to the Parish Council has been completed and a copy of the completed Transfer has been provided to the Council in accordance with paragraph 2.5 of this Schedule 5.

3. PLAY AREA LAND

The Owner covenants with the Council and the Parish Council as follows:

- 3.1. To submit the Play Area Land Specification (as provided to the Owner by the Parish Council) in writing to the Council for approval prior to the Commencement of Development such approval being subject to the Council first consulting the Council's Public Realm Team and the Parish Council.
- 3.2. Not to Commence the Development or cause or permit the Commencement of the Development unless and until the Council has approved the Play Area Land Specification in writing PROVIDED THAT the said document shall be deemed to have been approved if no decision thereon has been submitted in writing by the Council to the Owner within 12 (twelve) weeks of the date on which the said document is received by the Council.
- 3.3. To Level and Secure the Play Area Land prior to the Transfer in accordance with paragraph 3.4 of this Schedule 5.
- 3.4. Not to Occupy cause or permit to be Occupied more than 50% (fifty percent) of the Dwellings until the Levelled and Secured Play Area Land has been Transferred to the Parish Council in accordance with the Transfer Terms and as agreed between the Owner and the Parish Council and upon Transfer the Play Area Commuted Sum has been paid to the Parish Council.
- 3.5. Provide a copy of the completed Transfer(s) and written evidence of confirmation of the payment of the Play Area Commuted Sum to the Council within Two (2) months of completion of the Transfer of the Play Area Land to the Parish Council.

4. OPEN SPACE LAND

The Owner covenants with the Council and the Parish Council as follows:

- 4.1. Following provision and laying out of the Open Space Land in accordance with paragraphs 2.4 and 2.5 of Schedule 4 of this Deed the Owner shall be required to Transfer that part of the Open Space Land that falls within the Parish Council Transfer Land to the Parish Council in accordance with the Transfer Terms and as agreed between the Owner and the Parish Council.
- 4.2. Provide a copy of the completed Transfer(s) to the Council within Two (2) months of completion of the Transfer of the Open Space Land referred to in paragraph 4.1 of this Schedule 5 to the Parish Council.
- 4.3. To maintain that part of the Open Space Land that falls within the Parish Council Transfer Land in accordance with the Open Space Management Plan approved under Schedule 4 of this Deed for one (1) year following the issue of the Open Space Completion Certificate and acceptance in writing by the Council in accordance with paragraphs 2.4 and 2.5 of Schedule

4 of this Deed or until such time as any Transfer described in paragraph 4.1 of this Schedule 5 is completed.

5. PARISH COUNCIL COVENANTS

The Parish Council covenants with the Council as follows:

- 5.1 To use all reasonable endeavours to accept the Transfer(s) of the Parish Council Transfer Land without undue delay
- 5.2 Within Six (6) months of the Transfer of the Play Area Land to fully construct and layout the Play Area Land in accordance with the approved Play Area Land Specification so that it is complete and functionally available for its intended use
- 5.3 To provide the Council with the Play Area Land Completion Certificate for approval in writing within One (1) month of the completion of the works specified in paragraph 5.2 of this Schedule 5
- 5.4 Following receipt of the Play Area Land Completion Certificate where the Play Area Land does not comply with the approved Play Area Land Specification the Council will notify the Parish Council in writing how it differs from the approved Play Area Land Specification and what steps the Council considers need to be taken by the Parish Council to bring the Play Area Land into compliance with the approved Play Area Land Specification AND the Council will confirm in writing once it is satisfied that the Play Area Land has been laid out in accordance with the approved Play Area Land Specification.

SCHEDULE 6 - COUNTY COUNCIL CONTRIBUTIONS

Part 1 Education Contributions

1. In this Schedule 6 (and elsewhere where the context permits) unless the context requires otherwise the following words and expressions shall have the following meaning:

"Completion Notice"	means the notice served by the Owner on the County Council pursuant to paragraph 6 of this Schedule 6 Part 1
"Education Contribution"	means the School Transport Contribution to which sums the Relevant Education Indexation shall be added
"Education Purposes"	means the School Transport Purposes
"Education Index"	means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council
"Education Index Point"	means a point on the most recently published edition of the relevant index at the time of use
"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
"Index"	means the most recently published edition at the time of use of each index used under the terms of this Deed to calculate any amount to be paid with or in addition to the Education Contribution due under the terms of this Deed to add to or reduce the Education Contribution to reflect changes in cost over time

“Index Point”	means a point shown on the relevant Index indicating a relative cost at a point in time
“House”	means a Dwelling that does not meet the definition of a Flat
“Notice of Commencement”	means the written notice served pursuant to paragraph 4 of this Schedule 6 Part 1
“Payment Notice”	means a written notice advising of a proposed payment served pursuant to paragraph 5 of this Schedule 6 Part 1
“Qualifying Flats”	means the number of Flats that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms
“Qualifying Houses”	means the number of Houses that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms
“Relevant Education Indexation”	means the amounts that the Owner shall pay with and/or agree in addition to each part of the Education Contribution paid that shall in each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change in the Education Index between the Education Index point pertaining to January 2020 and Index Point pertaining to the date payment is made to the County Council
“Secondary Pupil Product”	means the sum of the Qualifying Flats multiplied by 0.1 plus the Qualifying Houses multiplied by 0.2
“School Transport Contribution”	means the Secondary Pupil Product multiplied by the cost generator of (£5.24) Five pounds and twenty four pence sterling and multiplied by one hundred and ninety (190) being the average days in an academic year

multiplied by five (5) (being the number of years a pupil is in secondary school)

"School Transport Purpose"

For the transportation of secondary school pupils (between the ages of 11 and 16 inclusive) to and from the nearest appropriate secondary school that has capacity

"Sterling Overnight Index Average (SONIA) Rate"

shall mean an assessment of the rate of interest the County Council can expect to earn on investments through the British sterling market, the rate used being the average interest rate at which banks are willing to borrow sterling overnight from other financial institutions and other institutional investors and SONIA Rate shall be construed accordingly

"Triggers"

means when the Education Contribution is or part thereof are due to be paid to the County Council

"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 covenant with the County Council:
3. to pay one hundred percent (100%) of the Education Contribution to the County Council prior to Commencement of the Development and not to Commence the Development until one hundred percent (100%) the Education Contribution has been received by the County Council;
4. to serve on the County Council the Notice of Commencement not less than three (3) months prior to Commencement stating the expected Commencement Date an estimate of the Triggers and any further information stipulated in the Schedules to this Deed
5. 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 Deed stating the date that such payment becomes due and any further information stipulated in the Schedules to this Deed
6. 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 was Occupied for the first time and any further information stipulated in the Schedules to this Deed and for the

avoidance of doubt any dispute regarding any notice to be served under this Deed may be resolved through the mechanisms set out in Clause 14 of this Deed.

7. to serve on the County Council notice of Occupation of the first Dwelling within one (1) month thereof and on a six (6) monthly basis thereafter indicating the Unit Mix of Occupied Dwellings the Unit Mix of Dwellings that are completed but not Occupied the Unit Mix of Dwellings that are under construction and the Unit Mix of Dwellings where construction work has yet to start at the time the notice is served
8. The Notice of Commencement shall in addition to that information stipulated in paragraph 4 of this Schedule 6 Part 1 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 fail to serve any notice set out in this Paragraph 8 of this Schedule 6 the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably.
9. The Payment Notice shall state the Unit Mix on which the payment is to be based.
10. The Completion Notice shall state the final Unit Mix.
11. The County Council covenants with the Owner as follows:
12. To place the Education Contribution when received into an interest bearing account and to utilise the same solely for the Education Purposes
13. If requested in writing by the Owner no sooner than the tenth (10th) anniversary of the date that the Education Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Education Contribution any part of the relevant Education Contribution that remains unexpended when the Education Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of any Education Purposes the unexpended part of the Education Contribution 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.
14. Upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of receipt of the Education Contribution in full the County Council shall provide the Owner with a statement confirming whether the Education Contributions have been spent and if the Education Contribution has been spent in whole or in part outlining how the Education Contributions have in whole or in part been spent.
15. It is hereby agreed and declared:
16. In the event that the Education Contribution is paid later than dates set out in paragraph 3 of this Schedule 6 Part 1 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 payment is due 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 Education Contribution or part thereof due calculated at the SONIA Rate from the date payment is due until the date payment of the Education Contribution is received by the County Council

17. In addition to the requirement of 16 of this Schedule 6 Part 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 the 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) for each and every letter sent to the Owner pursuant to the debt.
18. 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.
19. 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 twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in paragraph 13 of this Schedule 6 Part 1 and shall clearly state the grounds on which the expenditure is disputed.
20. In the event that no written request is received by the County Council from the Owner pursuant to paragraph 14 of this Schedule 6 Part 1 or no valid dispute is raised by the Owner pursuant to paragraph 19 of this Schedule 6 Part 1 the Owner shall accept the Education Contribution has been spent in full on the Education Purposes as appropriate.
21. 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 in whole or in part if in good faith the County Council have spent the Education Contribution or have entered into a legally binding contract or obligation to spend the Education Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Land or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.

Part 2 Library Contribution

1. In this Schedule (and elsewhere where the context permits) unless the context requires otherwise the following words and expressions shall have the following meaning:

"Library Contribution" means the sum of seventy-seven pounds and eighty pence sterling (£77.80) per Dwelling to which sum the Relevant Library Indexation shall be added

"Library Contribution Purposes" means the use of the Library Contribution towards the enhancement of existing facilities at Harwich library (or other such library closest to the Development) to include, but not limited to, additional furniture, technology and stock

"Library 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

"Library Index Point" means a point on the most recently published edition of the Library Index at the time of use

"Relevant Library Indexation" means the amount that the Owner shall pay with and in addition to the Library Contribution paid that shall in each case equal a sum calculated by taking the amount of the Library Contribution being paid and multiplying this amount by the percentage change shown in the Library Index between the Library Index Point pertaining to April 2020 and the date of the most recent Index Point published in relation to the date the payment is due to be made to the County Council

2. The Owner hereby covenant with the County Council:
3. To pay the Library Contribution to the County Council prior to Commencement of the Development and not to Commence (or allow or cause Commencement unless and until the Library Contribution has been paid to the County Council in full;
4. In the event that the Library Contribution is paid later than dates set out in paragraph 3 of this Schedule 6 Part 2 then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build

costs shown by the Library Index between the Library Index Point prevailing at the date the payment is due and the Library Index Point prevailing at the date of actual payment to the County Council multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by the County Council;

5. In addition to the requirement of paragraph 4 above in the event that any sum due to be paid by the Owner to the County Council pursuant to this Schedule 6 Part 2 should not be received by the County Council by the date that the sum is due then the Owner hereby covenant to pay to the 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) for each and every letter sent to the Owner pursuant to the debt.
6. 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 Land or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner (in excess of those sums calculated as due for payment under this Deed) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner of such overpayment.
7. the County Council hereby covenants with the Owner as follows:
8. to place the Library Contribution when received into an interest bearing account and to utilise the same for the Library Contribution Purposes;
9. If requested in writing by the Owner no sooner than the tenth (10th) anniversary of the date that the Library Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Library Contribution any part of the Library Contribution that remains unexpended when the Library Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of the Library Contribution Purposes the unexpended part of the Library Contribution shall not be repaid until such payment is made and the unexpended part of the Library Contribution to be repaid shall not include such payment
10. 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 Owners with a statement confirming whether the Library Contributions have 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.

11. It is hereby agreed and declared:
12. 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 Owners of the County Council's statement referred to in paragraph 10 of this Schedule 6 Part 2 and shall clearly state the grounds on which the expenditure is disputed.
13. In the event that no written request is received by the County Council from the Owner pursuant to paragraph 12 above or no valid dispute is raised by the Owner pursuant to paragraph 12 of this Schedule 6 Part 2 the Owner shall accept the Library Contribution has been spent in full on the Library Contribution Purposes as appropriate.
14. In the event that the number of Dwellings to be constructed on the Development does not match the number of Dwellings on which the Library Contribution or part thereof paid was based the Owner hereby covenant to pay to the County Council as soon as the revised number of Dwellings becomes apparent any additional amount pertaining to the difference between the amount of the Library Contribution paid and the amount of the Library Contribution that would have been payable using the revised number of Dwellings and any such additional amount shall from the date payment is received by the County Council form part of the Library Contribution.

Part 3 Residential Travel Plan

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

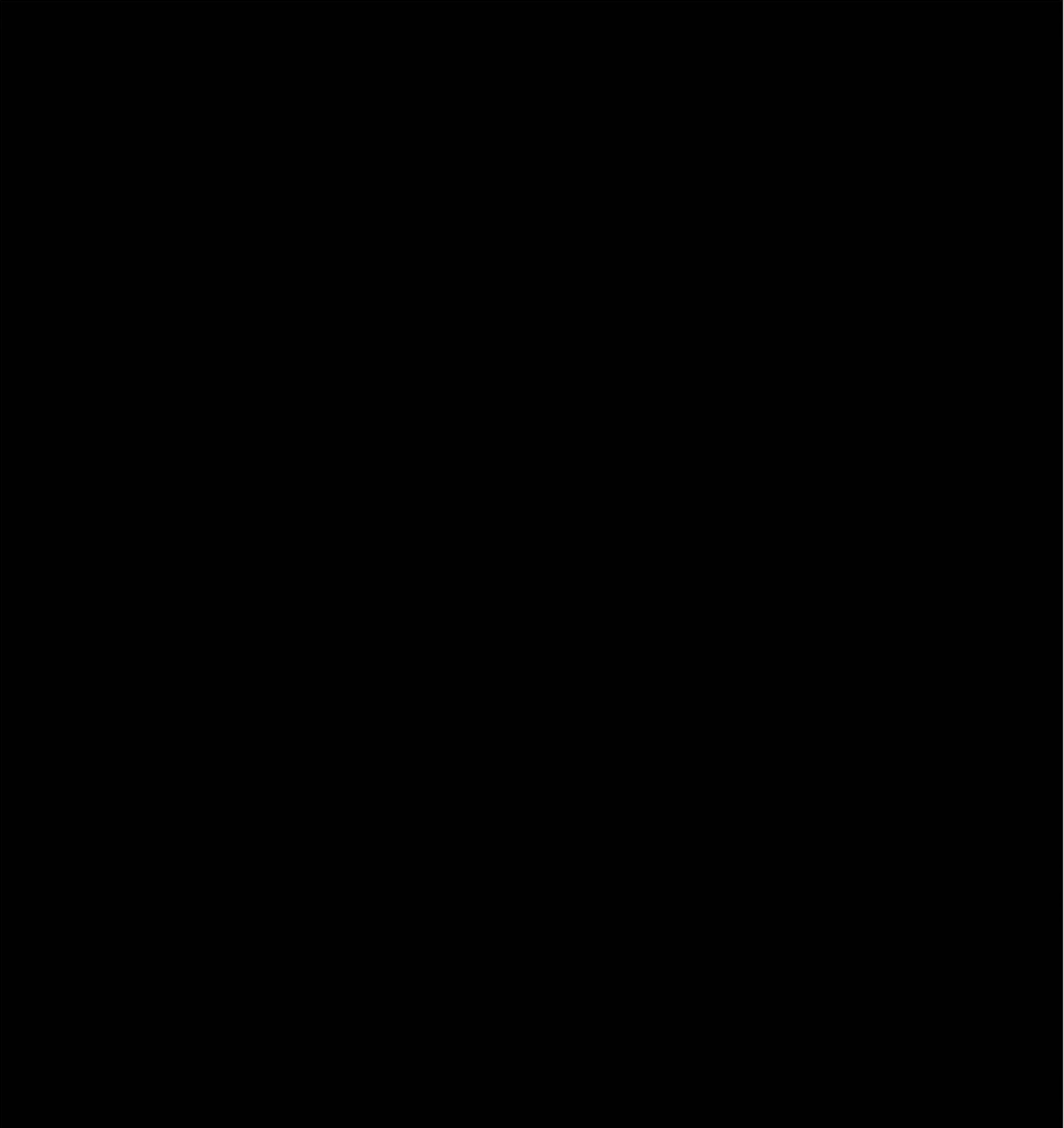
"Annual Traffic Counts"	means the collection of travel data from all entry and exit points to the Development including pedestrian and cycle routes leading to a service or amenity where a lower traffic generation rate has been agreed based on the fact that there will be travel planning measures in place to reduce the modal share travelling by car;
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

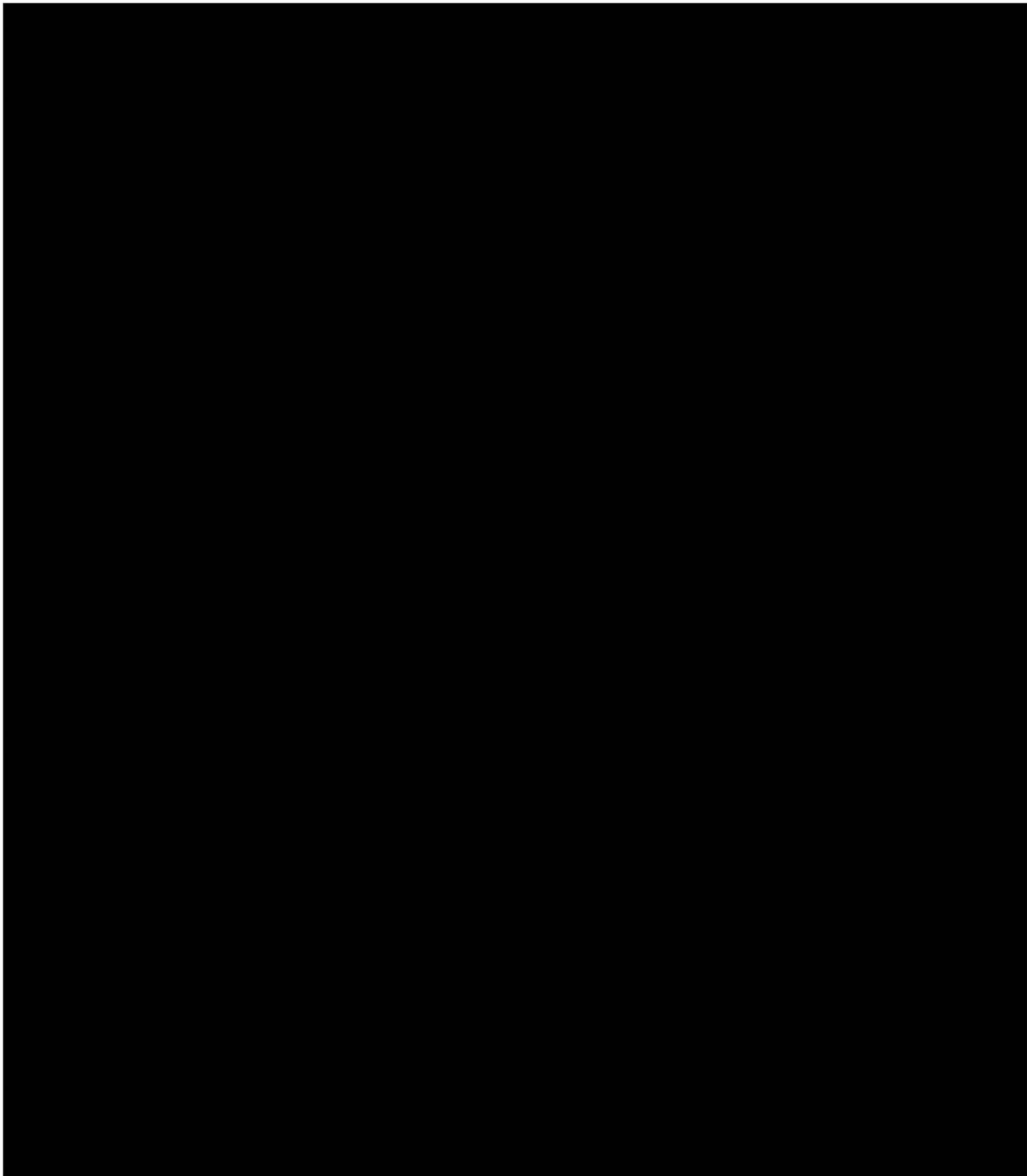
	<p>pertaining to April 2021 and the date payment is made to the County Council;</p>
<p>Residential Travel Plan</p>	<p>means a working plan to include all measures to ensure sustainable means of travel are available to residents of the Development in accordance with the requirements of the National Planning Policy Framework and shall include but not be limited to such Residential Travel Plan Measures as stated in the 'Travel Plan Template' and amended and supplemented from time to time under the provisions of this Deed and the Annual Traffic Counts reviews;</p>
<p>Residential Travel Plan Co-Ordinator</p>	<p>means a member of staff appointed by the Owner with appropriate skills and budgetary provision and resources to fulfil the role of the Residential Travel Plan Co-ordinator as described in the job description(s) stated in the Residential 'Travel Plan Template';</p>
<p>Residential Travel Plan Monitoring Fee</p>	<p>means a non-refundable annual payment of £1,596 (one thousand five hundred and ninety six pounds sterling) plus the Relevant Sustainable Travel Indexation payable towards the monitoring by the County Council of the implementation of the Residential Travel Plan to ensure that (a) monitoring is conducted in line with Residential Travel Plan monitoring protocols and (b) the Residential Travel Plan remains an "active" document with the overarching aim to secure a modal shift from the private car and increase the number of people using sustainable modes of travel;</p>
<p>Residential Travel Plan Template</p>	<p>means the template appended to this Deed at Appendix D</p>
<p>Sustainable Travel Index</p>	<p>means the Consumer Price Index (CPI) or in the event that the CPI is no longer published</p>

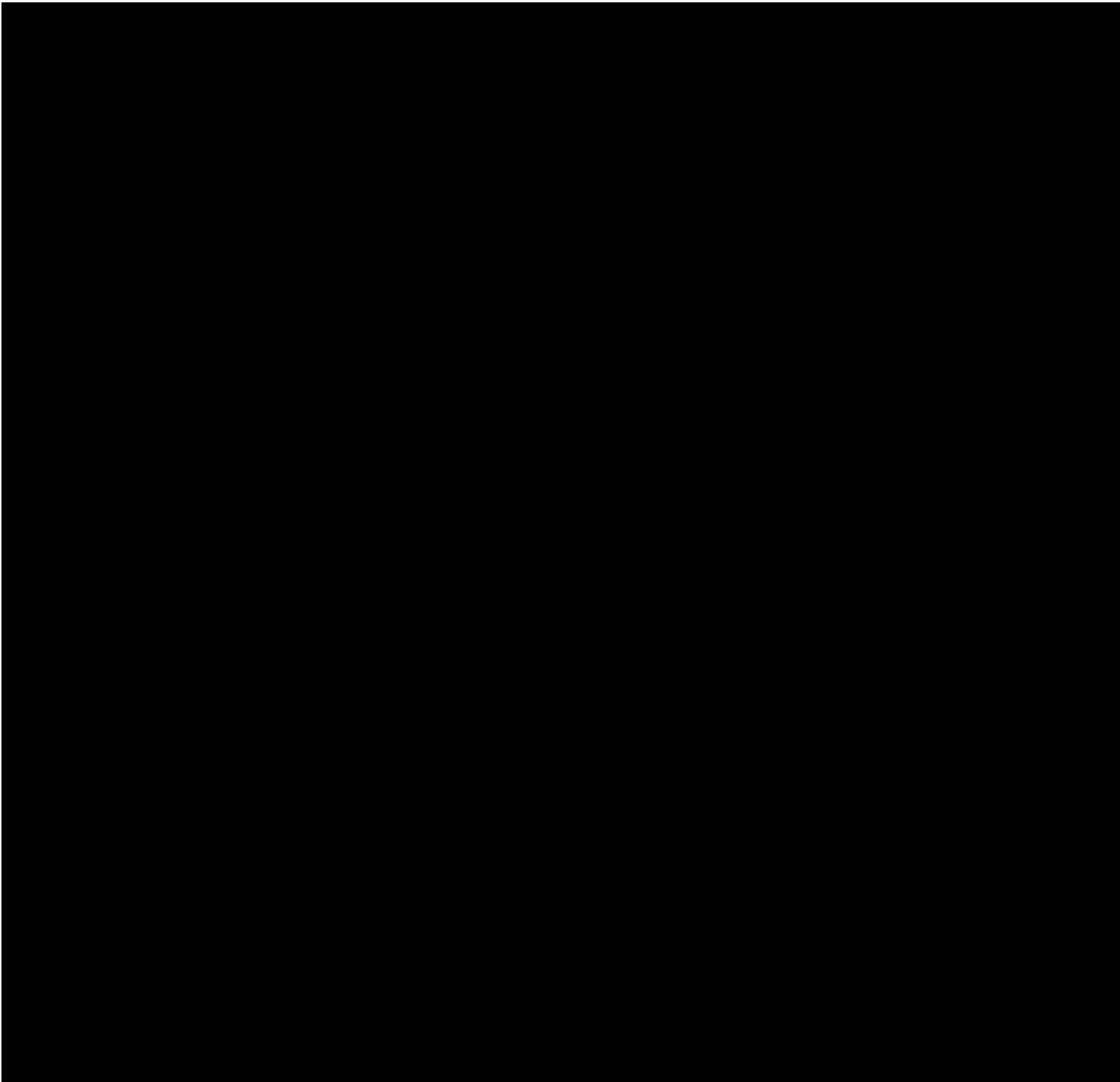
	or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council Council
Sustainable Travel Index Point	means a point shown on the Sustainable Travel Index indicating a relative cost at a point of time;
Travel Plan Targets	means those objectives or aims set within the Residential Travel Plan to reduce single occupancy car journeys to and from the Site and at the same time increasing other sustainable modes of transport;

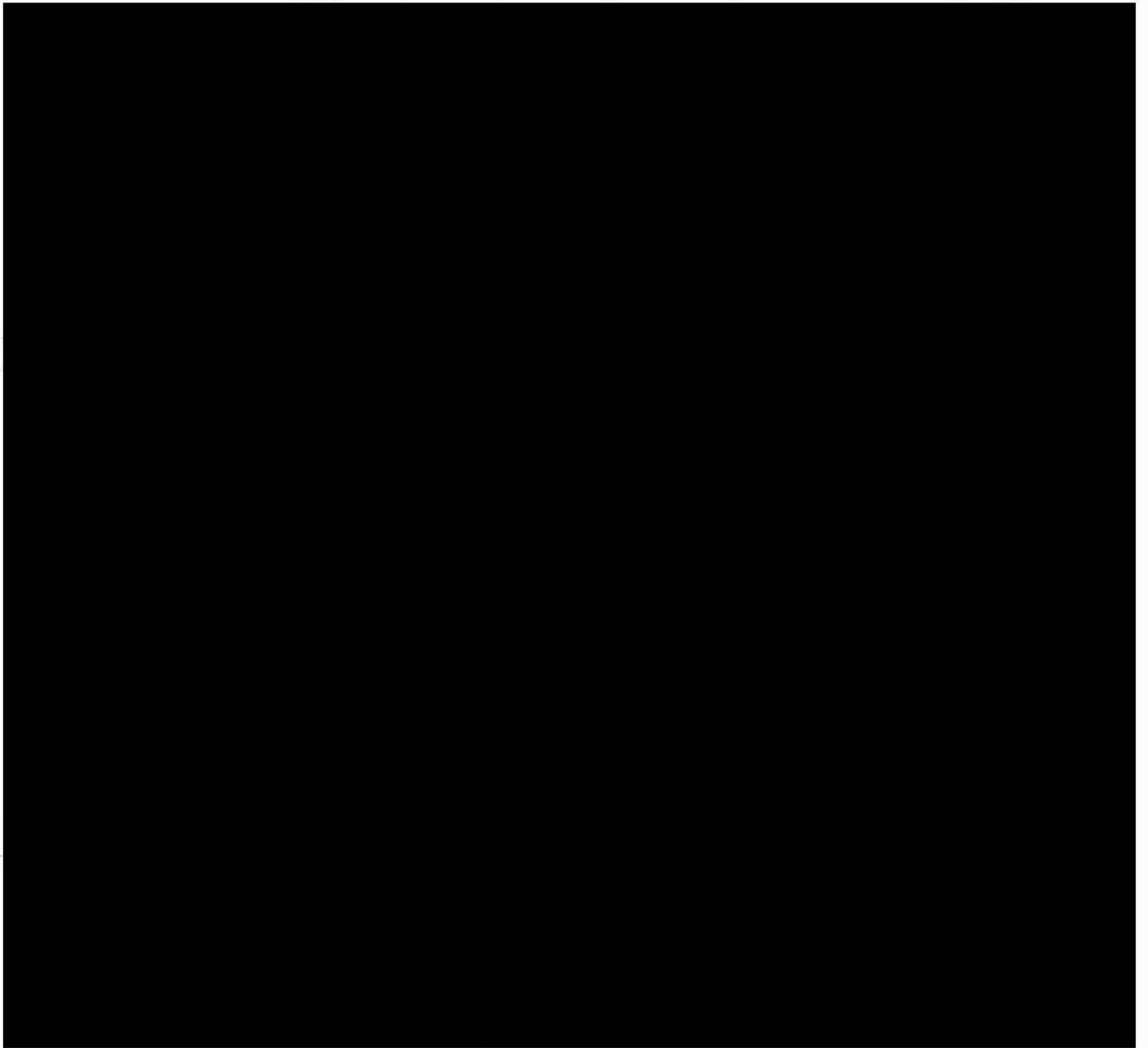
2. The Owner hereby covenants with the County Council:
- 2.1 prior to the first Occupation of the Development to formulate and submit to the County Council for approval a Residential Travel Plan and not to cause or allow first Occupation of the Development prior to the Residential Travel Plan being approved in writing by the County Council;
- 2.2 to appoint a Residential Travel Plan Co-ordinator prior to first Occupation of the Development and not to cause or allow first Occupation of the Development prior to the appointment of a Residential Travel Plan Co-ordinator and to notify the County Council of the identity and contact details of the Residential Travel Plan Co-ordinator as soon as an appointment is confirmed and within one month of the appointment having been made;
- 2.3 to continue to employ a Residential Travel Plan Co-ordinator for the period until a minimum of one year after final Occupation of the Development and in the event of a vacancy occurring in the post during that period to re-appoint within a maximum period of two months of the vacancy occurring and to notify the County Council as soon as the appointment is confirmed;
- 2.4 to use all reasonable endeavours to ensure that the Residential Travel Plan Co-ordinator fulfils their duties in accordance with the duties specified in the job description of the Residential Travel Plan Co-ordinator stated in the approved Residential Travel Plan;
- 2.5 not to change the responsibilities or role of the Residential Travel Plan Co-ordinator without prior written approval of the County Council;
- 2.6 to implement the Residential Travel Plan in a timely manner and at its own expense and to comply in all respects with the requirements of the Residential Travel Plan for a period of one year after the final Occupation of the Development;

- 2.7 to pay the first annual Residential Travel Plan Monitoring Fee to the County Council prior to first Occupation of the Development and not to allow first Occupation of the Development until the Travel Plan Monitoring Fee has been paid to the County Council and in the case of late payments interest will be payable by the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;
- 2.8 to pay the annual Residential Travel Plan Monitoring Fee to the County Council on each subsequent anniversary following the first annual payment until one year after the final Occupation of the Development and in the case of late payments interest will be payable by the Developer and or the Owner from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;
- 2.9 to submit to the County Council raw data collected as part of the Annual Traffic Count no later than two months from completion of the Annual Traffic Count to which the data relates; and
- 2.10 in the event that any of the Annual Traffic Counts and the Travel Plan Targets are not carried out by the Owner pursuant to the Residential Travel Plan the County Council shall on written notice to the Owner be entitled to conduct such Annual Traffic Counts as are necessary to discharge the requirements of the Residential Travel Plan and furthermore on receipt of an appropriate invoice or request for payment from the County Council acting reasonably the Owner hereby agrees to pay the costs arising from such surveys.
- 2.11 The County Council hereby covenants with the Owner:
- 2.11.1 to agree the terms of the Residential Travel Plan (acting reasonably) and to provide recommendations on the said plan following submission by the Owner in a timely manner;
- 2.11.2 to provide support and advice to the Residential Travel Plan Co-ordinator in implementing the ongoing monitoring and review of the Residential Travel Plan (in accordance with the terms under which the Residential Travel Plan Monitoring Fee was paid); and
- 2.11.3 to respond in writing to the Residential Travel Plan Co-ordinator within two months of receipt of any correspondence relating to the Residential Travel Plan.









APPENDIX A - SITE PLAN

(Plan reference: A025 100 REV P1)



Copyright. All rights reserved. This drawing must not be reproduced without permission.

Only the original drawings should be used. Corrections, substitutions and additions must only be made on the original drawings before commencing any work or making any shop drawings.

All site drawings to be submitted to the architect / interior designer for comment prior to fabrication.

This drawing is to be used in conjunction with the architect's / interior designer's specification, bills of materials, schedules, material schedules and other drawings. All dimensions and proportions are to be reported to the architect / interior designer.

All fire related elements and items as set out within the Fire Protection Schedule must be confirmed with the Fire Protection Engineer. Components require fire certification from a certified test house - to be provided to both the Fire Engineer & Building Control for review and sign off, prior to procurement and installation.

OMA will coordinate with all other consultants in relation to stability items / elements under the consultant's control. These items may be shown on OMA drawings for coordination purposes, however they remain under that consultant's design and control.

Do not scale from this drawing. Dimensions are as indicated unless otherwise stated.

NOTES

--- Site Ownership Boundary

P1 Issued for planning 14.02.23 MVA
 P2 Issued for planning 15.10.21 M, GC
 rev amendments date by ch

denker
inoten
associates
 architects and interior designers
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APPENDIX B –GCN RECEPTOR SITE PLAN

(Plan reference: 4712/01/22-0409)

Legend:

- Site Boundary
- Receptor Site Boundary # 2.08ha
- Pond Location

NICHOLSONS
LOCKHART GARRATT
(Established in 1890 for the natural world)

Reception Site Plan

Project Name: The Orchards, Great Oakley, Essex

Client: Great Oakley Developments Ltd

Ref No: 4712/01/22-0409

Version: v2

Date: 10/10/22

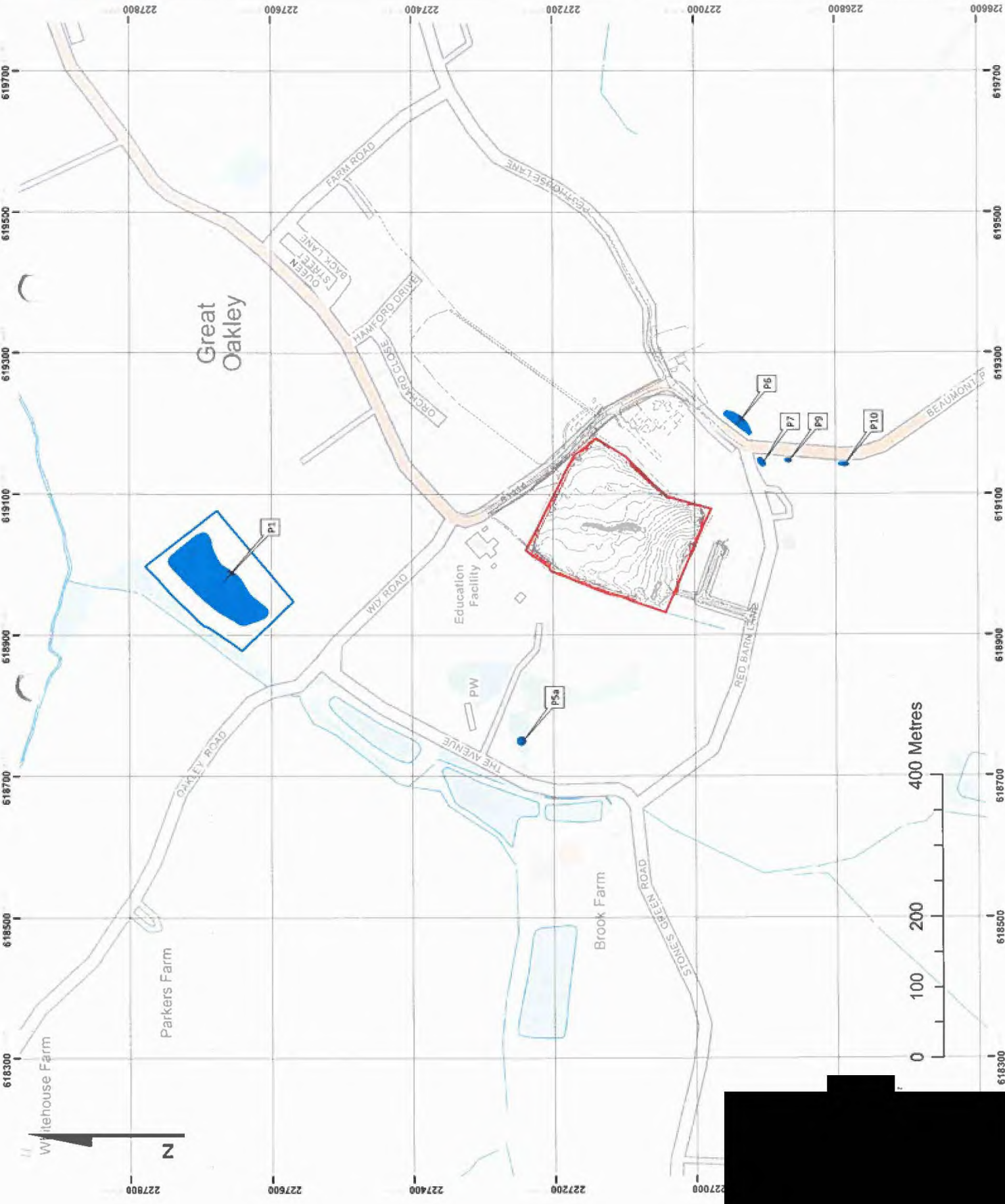
Scale: 1:5,000 @A3

Author: JA

Checker: SM

Project Location: 7 - 8 Melbourne House, North Aston, Oxfordshire, OX25 6HT, Northamptonshire NN17 5JG, 01859 340342, 01536 408840

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**APPENDIX C – GCN MITIGATION STRATEGY PREPARED BY NICHOLSONS LOCKHARD
GARRETT (OCTOBER 2022)**

NICHOLSONS LOCKHART GARRATT

Leading solutions for the natural environment

GCN Mitigation Strategy

Great Oakley Developments Ltd

Land off Beaumont Road, Great Oakley

Ref: 21-2603
Version: 3
Date: October 2022
Author: Joanne Alderton
Position: Ecological Consultant and Head of Ecology team



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Marie Allcoat	Project Administrator

REVISION HISTORY

Rev	Description of change	Date	Initials
1	Original report	28/03/2022	SH
2	Update following comments from Place Services	06/07/2022	JA
3	Update following project team meeting	10/10/2022	JA

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DISCLAIMER

It should be noted that the information above provides details of the Site's current ecological situation. In the event that the proposed development does not commence within 12 months of the date of this report, further advice should be sought from a suitably qualified ecologist as to whether the information provided requires updating in light of changing ecological conditions.

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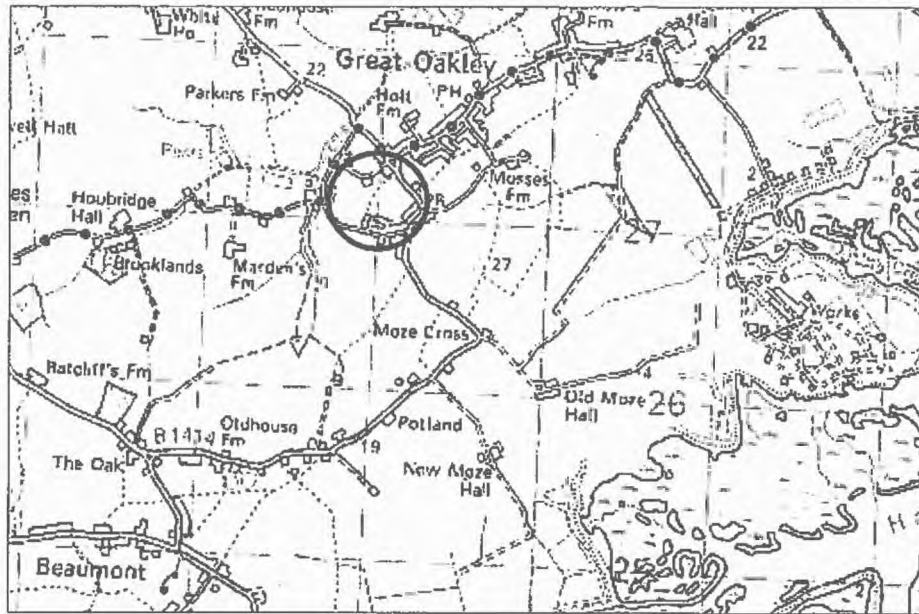


Figure 1: Site Location Plan

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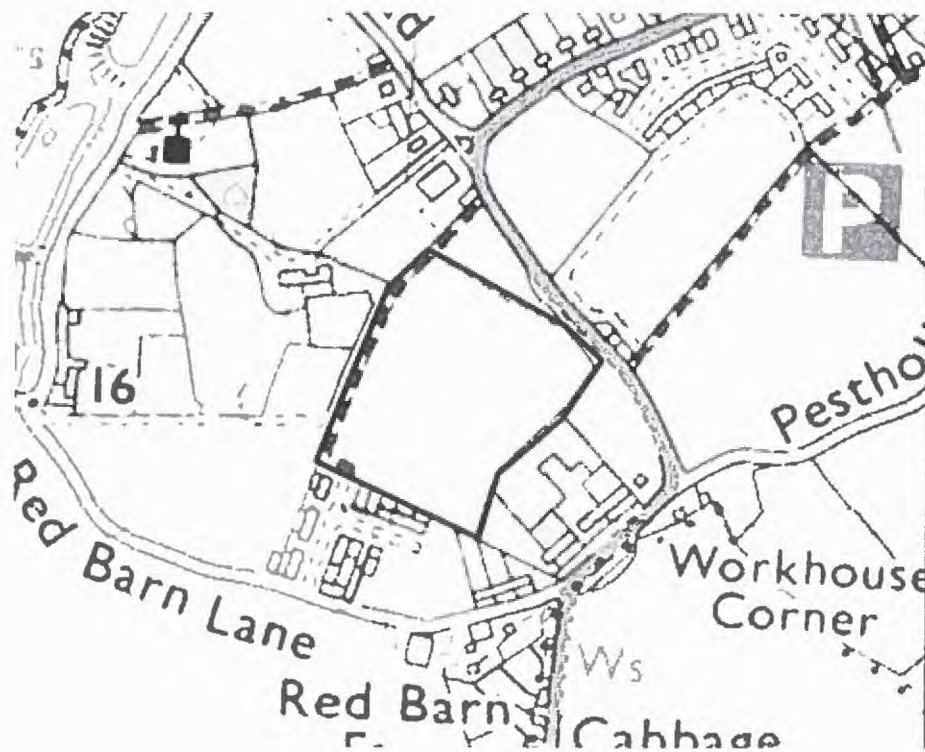


Figure 2: Site Boundary Plan

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Weldon, Corby, Northants NN17 5JG.

2. LEGISLATION

- 2.1 Individual great crested newts and their breeding sites or resting sites are protected under UK and European law.
- 2.2 European law relating to these species are applied under Regulation 41 of the Conservation of Species and Habitats Regulations 2010 (as amended).
- 2.3 UK law relating to great crested newts is applied through Section 9 of the Wildlife and Countryside Act 1981 (as amended).
- 2.4 This legislation makes it an offence for anyone to intentionally:
 - kill, injure or disturb a great crested newt;
 - to possess one (whether live or dead);
 - sell or offer for sale without a licence; and
 - damage, destroy or obstruct access to any place used by a great crested newt for shelter.
- 2.5 The methodology for the ecological assessment was split into three main areas: a desk study, habitat survey and faunal survey. These are discussed in more detail below.

3. RESULTS

- 3.1 The below provides a summary of the results from the desk study and GCN population assessment. Full details, including methodology, can be found within the GCN survey report (Lockhart Garratt Ref: 21-0705).

Desk Study Results

- 3.2 A desk study was undertaken for the Site in December 2020. Information was gathered from Essex Wildlife Trust. There were five records of GCN recorded within 2km of the Site. The closest was located at 0.24km west of the Site boundary.

Habitat Description

- 3.3 Habitats identified on the Site that are considered suitable for amphibian species include the areas of poor semi-improved grassland with scattered scrub and hedgerows. These terrestrial habitats could provide foraging and over-wintering habitat for amphibians.
- 3.4 The connectivity of the Site to the surrounding environment is sub-optimal for amphibians to the south and east. The connectivity to the north is reasonable as Beaumont Road is not considered a dispersal barrier to amphibians. There are good opportunities for dispersal to the west where there is an orchard and grazing pasture for horses and the church and rectory grounds with mature trees and shrubs with grassland.
- 3.5 Eleven waterbodies were identified as being within 500m of the Site boundary with six found to be eligible for further survey.

Field Survey Results

- 3.6 Two ponds were found to contain GCN, ponds 1 and 5a both held a small population of GCN ("the GCN Ponds"). Locations of the ponds surveyed are shown in the Waterbody Location Plan at **Appendix 1**.
- 3.7 The closest pond, 5a, contained a peak count of 7 GCN. Pond 5a is located 0.24km from the Site boundary. There is no limitation to dispersal for GCN from pond 5a to the Site. Pond 1 is located 0.44km from the Site.
- 3.8 A small population of smooth newts was also found in Pond 5a, with a medium population of smooth newt recorded in Pond 1.

4. PROPOSALS AND IMPACT ASSESSMENT

Proposal Description

- 4.1 The proposed Development for the Site is to include the construction of 86 residential units with associated gardens and hardstanding for roads and car parking (“the Proposed Development”). Streetside landscape planting will include trees, shrubs and grassland areas. There will be communal open green space areas with pedestrian walkways, community centre with a carpark and a play area.

Impact Assessment

- 4.2 One small population of GCN has been found to be associated with a pond (P5a) within 0.24km of the Site.
- 4.3 The Site does not contain suitable aquatic habitat and the Proposed Development will not result in loss of breeding pond(s). Terrestrial habitats within the Site for GCN include poor semi-improved grassland, scrub and hedgerows. A plan showing the habitat within the Site is presented at **Appendix 2**.
- 4.4 The Proposed Development will result in impacts upon suitable terrestrial habitat only, with a permanent loss of 3.26ha of poor semi-improved grassland. Existing features of higher value to GCN such as the hedgerow, H1 and the line of trees (LT1) will be retained.
- 4.5 The impact plan presented at **Appendix 3** shows the loss of habitat within 50m, 250m and 500m of the confirmed GCN Ponds.
- 4.6 All habitat to be impacted is more than 50m from the GCN Ponds. 0.135ha of suitable terrestrial habitat (poor semi-improved grassland) will be lost with 250m of Pond 5a. 3.167ha of suitable habitat (3.124ha of poor semi-improved grassland and 0.043ha of dense scrub) between 250m and 500m of the GCN Ponds will be lost. As there is potential for dispersal into suitable habitats within 250m of this pond there remains a moderate likelihood that dispersing GCN will utilise the onsite habitats during the terrestrial phase (including during hibernation). Impacts on terrestrial habitats as a result of the Proposed Development (without mitigation) are considered likely to reduce the terrestrial habitat available for a low number of individual GCN.
- 4.7 This is evidenced through the completion of the Natural England rapid risk assessment, see **Figure 3**.

Component	Likely effect (select one for each component; select the most harmful option if more than one is likely; lists are in order of harm, top to bottom)	Notional offence probability score
Great crested newt breeding pond(s)	No effect	0
Land within 100m of any breeding pond(s)	No effect	0
Land 100-250m from any breeding pond(s)	0.1 - 0.5 ha lost or damaged	0.1
Land >250m from any breeding pond(s)	1 - 5 ha lost or damaged	0.04
Individual great crested newts	Minor disturbance of newts	0.5
		Maximum: 0.5
Rapid risk assessment result:		AMBER: OFFENCE LIKELY

Figure 3: Rapid Risk Assessment (taken from Natural England Method Statement)

- 4.8 Given the above, site clearance/preparation works and construction works would disturb, injure or kill individual GCN that could be using the suitable terrestrial habitat within the Site for foraging, resting or shelter without the appropriate mitigation. The Proposed Development (without mitigation) is therefore considered to have a moderate negative impact on GCN at the Site level.
- 4.9 Section 5 provides a mitigation strategy taking into account the impacts explained above. This mitigation strategy will support a Natural England mitigation licence application for the Proposed Development. This mitigation strategy is subject to change once the final layout and landscape design has been approved as part of Reserved Matters.

5. MITIGATION STRATEGY

Overview

- 5.1 Based on the risk of killing or injuring GCN and the loss of suitable terrestrial habitat, a Natural England Mitigation Licence (“the Mitigation Licence”) will be required under the Conservation of Habitats and Species Regulations 2017.
- 5.2 The following mitigation strategy takes into account the details of the Proposed Development and the mitigation principles set out below, which are based on Natural England guidelines for a small population of GCN. The final details of mitigation will be confirmed through the process of agreeing a licence with Natural England.
- 5.3 The GCN mitigation strategy detailed below will support the Mitigation Licence application and will follow the key mitigation principles outlined below:

Principle 1 – Great crested newts will be protected during site clearance and construction.

Principle 2 – New habitats and linkage suitable for GCN will be provided.

Principle 3 – Existing GCN habitats will be incorporated into the design of open space and wider development. Where these features are retained they will be enhanced.

Principle 4 – Measures to avoid populations being isolated or being harmed while dispersing through the site will be incorporated into the design of the scheme.

Principle 5 – Long term monitoring of GCN populations and their corresponding habitats will be completed.

Installation of Amphibian Fencing, GCN Gates and Grids

- 5.4 Prior to construction, Temporary Amphibian Fencing (TAF) will be installed around the construction area. This includes the entire area within which construction works will take place; the entire red line boundary and any areas to be used for site compounds, material storage etc.
- 5.5 Specifically designed GCN gates /grids will be installed at the main access points to the Site. This will prevent killing/injury of GCN as well as ensuring that GCN cannot disperse back onto the Site during construction whilst allowing construction traffic to enter and leave the Site.
- 5.6 The fencing and GCN gates/grids will be installed under supervision and guidance by a Suitably Qualified, and licenced, Ecologist (SQE) and will be installed following Natural England guidelines.
- 5.7 Prior to installation of the fencing, the SQE will complete a fingertip search of the fence trench line and up to 1m on either side of the trench line to confirm absence of GCN.
- 5.8 Any areas of vegetation within the trench line and up to 1m on either side will be reduced to 150mm with the aid of hand tools such as strimmer’s and chainsaws to enable the initial hand searches by the SQE.
- 5.9 A small machine with rubber tracks will be used under supervision by the SQE to dig the trench line and aid the fencing installation process as and where required once the trench line and area up to 1m on either side has been thoroughly hand searched by the SQE.

- 5.19 The population of GCN has been identified as a low population. Following Natural England guidelines for a low population, trapping should be conducted over a minimum of 30 nights. If GCN are caught within the last five days, then trapping must continue until a minimum of 5 GCN clear trapping days has been achieved.
- 5.20 Trapping will be undertaken during suitable weather conditions, with a night air temperature in excess of 5°C and ideally with rain or at least damp conditions during the trapping period.
- 5.21 Trapping in heavy wind or heavy rain will be avoided. Traps will be checked daily between 6am and 10am by the SQE. Weather and temperature conditions will be taken into consideration, with checks carried out earlier on days where temperatures are high.
- 5.22 All amphibians caught in the pitfall traps will be with relocated into suitable habitat in the agreed Receptor Area.
- 5.23 Once the trapping exercise is complete, all pitfall traps will be checked, removed and the holes backfilled with earth.
- 5.24 The trapping and translocation exercise will be undertaken in suitable weather conditions between March and October, when GCN are active and not hibernating.

Vegetation Removal under Ecological Supervision

- 5.25 Once trapping and translocation of GCN within the construction area is complete, the area will be stripped of vegetation and any habitat piles using the following habitat manipulation exercise under ecological supervision by an SQE:

Areas of any longer vegetation present at the time of works will be strimmed in a two stage process. Following a finger-tip search by the SQE to ensure that no GCN and/or reptiles are present, the first strimming phase will cut the vegetation to approximately 150mm above the ground.

Once vegetation has been cut all suitable refugia within the Site will be removed carefully under ecological supervision by hand wherever possible. Suitable refugia can include piles of spoil, rubble piles, log piles, piles of wood chippings, plastic sheeting, corrugated roofing sheets, concrete slabs and rocks amongst others.

The second strimming/clearance phase can be undertaken on the same (no less than 1h) /following day after completion of the first vegetation strim and will follow a second fingertip search of the area by the SQE before being cut to ground level or bare ground as appropriate (0-50mm).

Arisings from any vegetation clearance and habitat pile removal will be incorporated into habitat enhancements within the Receptor Area and on the Site wherever possible.

Safeguards during Construction - Contractor Tool Box Talk and Method Statement

- 5.26 Works in the construction zone will only begin once the area is signed off by the SQE as being clear of any herpetofauna. Prior to construction works all contractors working on the Site will be briefed on the legal protection afforded to amphibians (including GCN) and reptiles, their places of shelter and on how to proceed if discovered during the course of the construction work. Details of the species present on the Site and in the local area will be provided.

of open space towards the south of the Site, which will include the creation of an attenuation pond (0.03ha) surrounded by grassland and scrub planting. There will be a species rich grassland area in the north-west of the Site of 0.08ha.

- 5.32 These habitats are considered to be of higher quality and more suitable for GCN than the poor semi-improved grassland that will be lost within the Site as a result of the Proposed Development. In total 0.27ha of high quality, better connected terrestrial habitat will be created as well as 0.03ha of aquatic habitat, which was formerly lacking within the Site.
- 5.33 An area of amenity grassland (0.019ha) will be created in the north-east of the Site and whilst more formal grassland is less suitable for GCN, these areas will still provide limited habitat for foraging GCN.
- 5.34 The existing hedgerow and line of trees on the Site will be retained and additional linear connective habitats will be created in the north-east of the Site.
- 5.35 GCN spend much of their terrestrial phase underground or just above ground within refuge sites, therefore hibernaculum and refuge sites will be provided within a habitat creation and enhancement scheme. This will include the provision of a specifically designed hibernacula and log piles (untreated timber) to be at least 2m X 1m X 1m.

Long-term Monitoring

- 5.36 Following Natural England Guidelines for a small population, the population of GCN will be monitored for a period of four years post development.
- 5.37 The monitoring will involve a population size class assessment following Natural England guidelines involving six survey visits to the breeding pond in suitable condition during the newt breeding season (mid-March to Mid-June) with at least three visits during the peak breeding season (mid-April-Mid May). A minimum of three survey techniques will be used including bottle trapping, torchlight survey, netting and egg search.
- 5.38 The monitoring will include completion of a GCN Habitat Suitability Assessment of waterbodies and any changes to the integrity/ condition of waterbodies will be recorded and reported.

6. HABITAT ESTABLISHMENT AND LONG-TERM MANAGEMENT

Key Habitat Establishment & Long-term Management

- 6.1 The information below provides habitat management suggestions in line with the current masterplan and landscape details provided to date. A more detailed habitat management strategy will be designed once the layout and landscape design are finalised.

Grassland

- 6.2 Currently the Site consists of species poor semi-improved grassland which is not subject to any form of management.
- 6.3 The management of the grassland in the areas of open space will act to greatly enhance the value of Site for GCN through long-term management with the aim to improve the range of grass and herb species present and structure of the sward whilst preventing complete encroachment by woody species.
- 6.4 Cutting should occur from either the centre outwards, or mowing from one side of the field(s) to the other. Machinery access to grassland in damp ground conditions will be avoided to prevent rutting which will result in damage to the sward and create areas which could be invaded by undesirable species. The cut can occur during the summer season when amphibians are more likely to be located within ponds. Cutting vegetation during winter (i.e. November-January) when amphibians/reptiles are inactive to a minimum of 150mm can also be undertaken.

Hedgerows Habitats

- 6.5 New species rich native hedgerow planting will be undertaken along the northern boundary of the Site, providing additional habitat and connectivity across the Site.

Habitat Piles – hibernaculum and log piles

Hibernaculum Specification

- 6.6 A hibernaculum is to be installed on the Site to provide overwintering and sheltering habitat. The hibernaculum is to be created in the west of the Site within the woodland walk area.
- 6.7 The following guidelines will be adopted for hibernaculum design to mimic artificial and natural conditions in which great crested newts have frequently been found overwintering and sheltering. These will also provide sheltering (including hibernation) and basking opportunities for reptiles:
- 6.8 The hibernaculum is to be located in sheltered areas which are neither too dry nor prone to winter flooding or freezing.
- 6.9 It is to be located on free draining soils and by excavating an appropriate pit or trench, and infilling with a mixture of topsoil, rubble, sleepers, logs and brash.
- 6.10 This will be covered by more logs, rubble and brash and earth and topped with turf.
- 6.11 Dimensions will not be below 2m length x 2m width x 1m height. **Figure 4** provides an example taken from the GCN mitigation handbook (English Nature 2001).

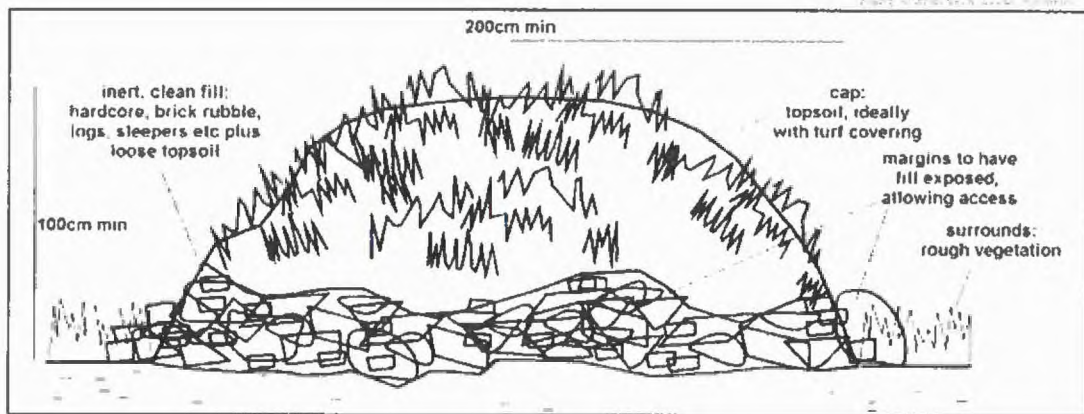


Figure 4: Hibernaculum Specification Example as Taken from English Nature (2001)

- 6.12 Log piles should vary in size and should be at least 1m in height by 1m wide and 2m in length. They should be constructed of dead wood or felled material from Site or untreated timber imported to Site.

Long-term Management

- 6.13 Habitat piles are to be checked annually and replaced, topped-up if damaged or missing after being installed; this check should take place in late March, or April. Grass arising's can be used to create /top up habitat piles. Replenishing will take place in April to May or early October and should be done once every two years. Disturbance in winter will be avoided to prevent disturbance of hibernating animals which may sometimes use these features.

7. REFERENCES AND BIBLIOGRAPHY

English Nature (2001) Great Crested Newt Mitigation Guidelines.

JNCC (1998) The Herpetofauna Worker's Manual.

Langton et al (2001) The Great Crested Newt Conservation Handbook.

Dewsbury, D. (2011). An Alternative Method for Catching and Surveying Newts.

8. APPENDICES

Appendix 1: Waterbody Location Plan

Ref: 21-0699

Appendix 2: Phase 1 Habitat Survey Plan

Ref: 20-4601

Legend:

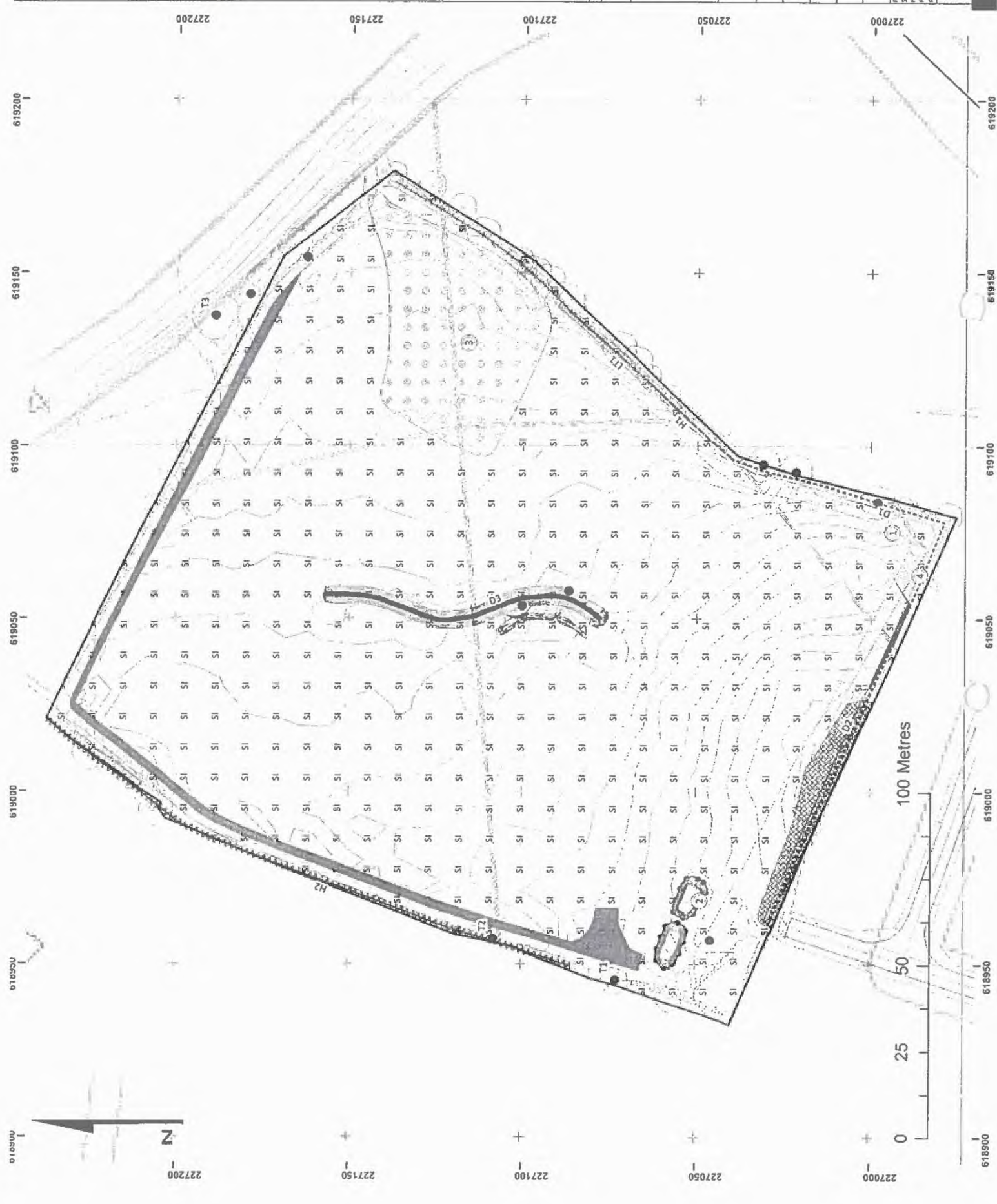
- Site Boundary = 3.675ha
- Scattered Tree
- Dense Scrub = 0.043ha
- Poor Semi Improved Grassland = 3.262ha
- Earth Bank = 0.02ha
- Hardstanding = 0.10ha
- Other Habitat(Site Compound) = 0.25ha
- Line of Trees = 99.32m
- Native Species Rich Hedgerow (Off Site) = 168.98m
- Defunct Hedgerow Species Poor = 27.40m
- Dry Ditch = 190.90m
- Wet Ditch = 82.65m

Target Note:

- 1 - Brash pile
- 2 - Rabbit holes
- 3 - Site compound
- 4 - Small pond in ditch

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 Ecological Phase 1 Habitat Survey
 Land off Beaumont Road,
 Great Oakley, Essex
 Great Oakley Developments Ltd
 4712/01/20-4601
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 The Park
 North Aston
 Oakridge
 7-8 Melbourn House
 Corngate Business Park
 Weldon, Colby



Habitat	GCN Buffer (M)	Area (HA)
Hardstanding	250	0.03
Hardstanding	500	0.066
Poor Semi Improved Grassland	250	0.135
Poor Semi Improved Grassland	500	3.124
Dense Scrub	500	0.043
Earth Bank	500	0.016
Other Habitat (Site Compound)	500	0.248
Total Area		3.662

Native Species Rich Hedgerow	250	143m
Native Species Rich Hedgerow	500	26.9m
Defunct Hedgerow Species Poor	500	27.2m
Wet Ditch	500	82.6m
Dry Ditch	500	190.8m

Buffer from GCN Pond:



NICHOLSON'S
LOCKHART GARRATT
Environmental, Planning & Construction Services

TITLE
 Land off Beaumont Road, Great Oakley, Essex
 Great Oakley Developments Ltd

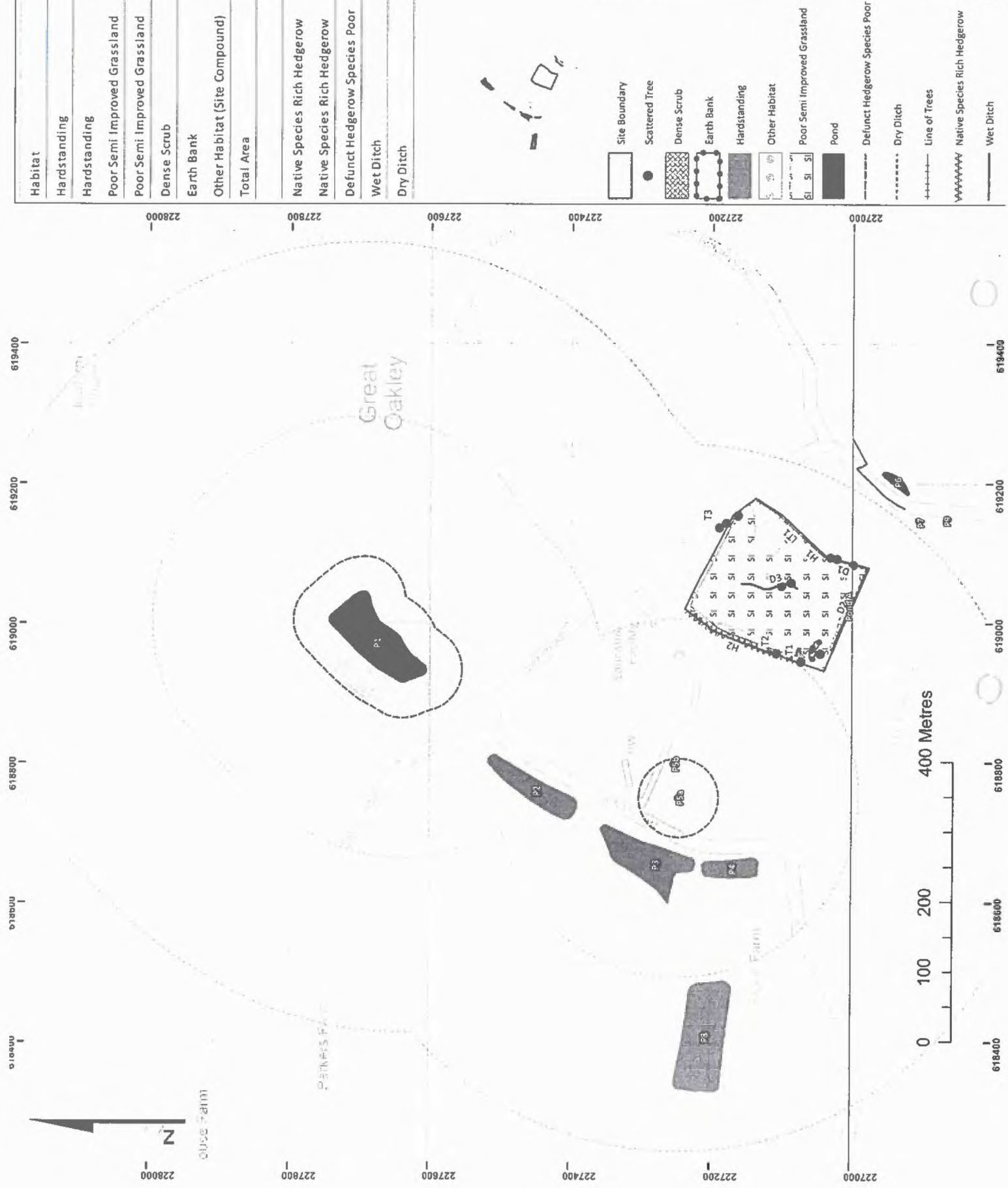
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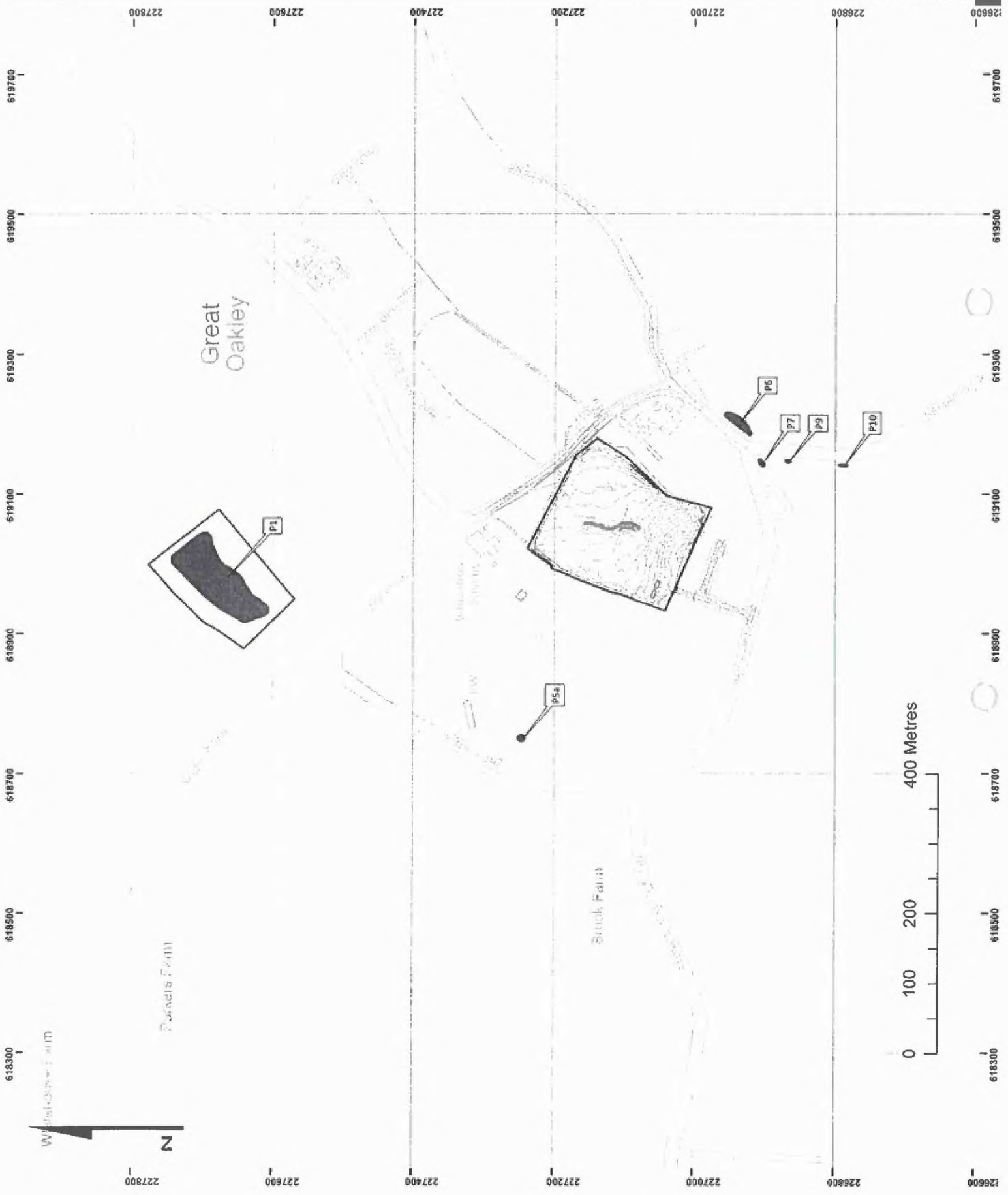
7 - 8 Melbourn House
 North Aston
 Cambridge Business Park
 Oxfordshire
 OX5 3HL

7 - 8 Melbourn House
 North Aston
 Cambridge Business Park
 Oxfordshire
 OX5 3HL






Appendix 4: Receptor Site Plan

Ref: 22-0409



Legend:

-  Site Boundary
-  Receptor Site Boundary = 2.08ha
-  Pond Location

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LOCKHART GARRATT
 Planning and Development Consultants

Reception Site Plan

The Orchards, Great Oakley, Essex

Great Oakley Developments Ltd

4712/01/22-0409

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 Oxfordshire

7-8 Melbourn House
 Corbygate Business Park
 Weldon, Corby

Appendix 5: Habitat Creation Plan

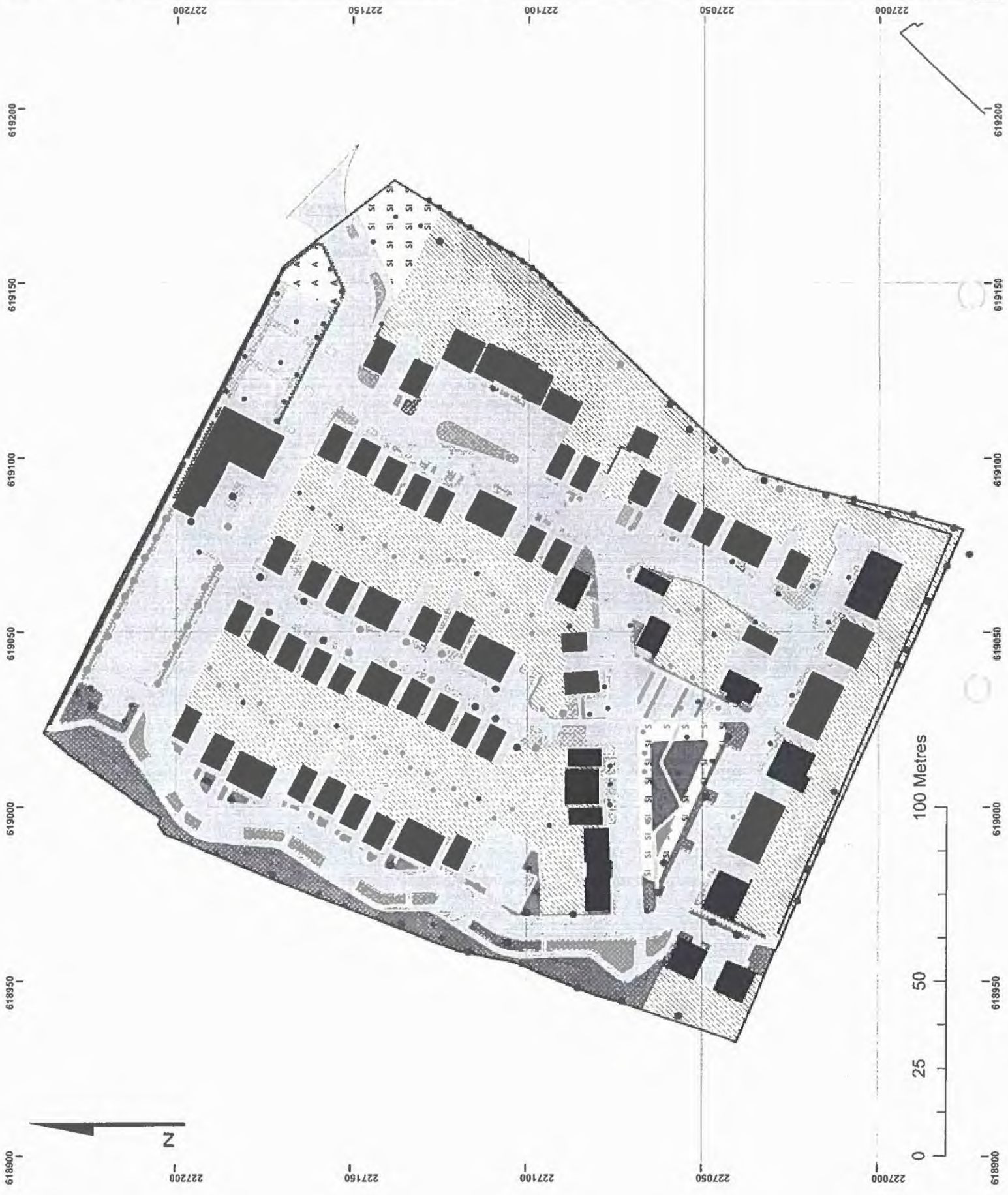
Ref: 21-2322

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- Legend**
- Site Boundary = 3.675ha
 - Scattered Tree Medium
 - Scattered Tree Small
 - A A Amenity Grassland = 0.019ha
 - Building = 0.528ha
 - ▨ Hardstanding = 1.503ha
 - ▩ Native Shrub = 0.174ha
 - ▧ Mixed Scrub = 0.192ha
 - SI SI Neutral Semi improved Grassland = 0.078ha
 - ▨ Rear Garden = 1.156ha
 - SUDS Pond = 0.025ha
 - Ditch = 155.7m
 - ~ Hedgerow = 351.3m
 - Line of Trees = 56.6m



618900 618950 619000 619050 619100 619150 619200

227200 227150 227100 227050 227000

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Biodiversity Net Gain

Land off Beaumont Road, Great Oakley

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 Oxfordshire

7, 8 Melbourn House
 Cambridge Business Park
 Welton, Corby

APPENDIX D – AFFORDABLE HOUSING SCHEME

((a) the Schedule of Accommodation; (b) the Site Plan and House Types drawing number A100 003 Rev P4; and (c) the Site Plan and Plot Numbers drawing A100 004 Rev P4)

Schedule of accommodation 21/01831/FUL - Beaumont Road, Great Oakley

Plot no.	Number of bedrooms	Market or Affordable Housing	Number of Storeys	Number of Parking Spaces
1.	2	Market	2	2
2.	3	Shared Ownership	2	2
3.	3	Market	2	2
4.	3	Market	2	2
5.	3	Market	2.5	2
6.	4	Market	2.5	2
7.	3	Market	2.5	2
8.	4	Market	2.5	2
9.	3	Market	2	2
10.	3	Market	2	2
11.	2	Affordable Rented	2	2
12.	1	Affordable Rented	1.5	1
13.	1	Affordable Rented	1.5	1
14.	1	Affordable Rented	1.5	1
15.	1	Affordable Rented	1.5	1
16.	1	Affordable Rented	1.5	1
17.	3	Affordable Rented	2	2
18.	2	Affordable Rented	2	2
19.	2	Affordable Rented	2	2
20.	3	Affordable Rented	2	2
21.	3	Market	2.5	2
22.	3	Market	2.5	2
23.	3	Market	2	2
24.	3	Market	2	2
25.	2	Market	2	2
26.	2	Market	2	2
27.	1	Shared Ownership	1.5	1
28.	3	Market	2.5	2
29.	3	Market	2	2
30.	3	Market	2	2
31.	3	Market	2	2
32.	4	Market	2.5	2
33.	3	Market	2	2
34.	3	Market	2	2
35.	2	Market	2	2
36.	2	Market	2	2
37.	4	Market	2.5	2
38.	4	Market	2.5	2
39.	3	Market	2	2
40.	3	Market	2	2
41.	4	Market	2.5	2
42.	1	Shared Ownership	1.5	1
43.	4	Market	2.5	2
44.	3	Market	2.5	2
45.	3	Market	2.5	2
46.	3	Shared Ownership	2	2
47.	3	Shared Ownership	2	2
48.	3	Market	2.5	2

Schedule of accommodation 21/01831/FUL - Beaumont Road, Great Oakley

49.	3	Market	2.5	2
50.	3	Market	2	2
51.	3	Market	2	2
52.	4	Market	2.5	2
53.	4	Market	2.5	2
54.	4	Market	2.5	2
55.	1	Affordable Rented	1.5	1
56.	1	Affordable Rented	1.5	1
57.	3	Affordable Rented	2	2
58.	2	Affordable Rented	2	2
59.	2	Affordable Rented	2	2
60.	3	Affordable Rented	2	2
61.	1	Affordable Rented	1.5	1
62.	1	Affordable Rented	1.5	1
63.	3	Market	2	2
64.	3	Market	2	2
65.	1	Affordable Rented	1 (bungalow)	1
66.	4	Market	2.5	2
67.	3	Market	2	2
68.	3	Market	2	2
69.	3	Market	2	2
70.	3	Market	2	2
71.	4	Market	2.5	2
72.	2	Market	1 (bungalow)	2
73.	2	Market	1 (bungalow)	2
74.	3	Market	1 (bungalow)	2
75.	2	Shared Ownership	1 (bungalow)	2
76.	2	Market	1 (bungalow)	2
77.	3	Market	1 (bungalow)	2
78.	2	Market	1 (bungalow)	2
79.	2	Market	1 (bungalow)	2
80.	3	Shared Ownership	1 (bungalow)	2
81.	2	Market	1 (bungalow)	2
82.	2	Market	1 (bungalow)	2
83.	4	Market	2.5	2
84.	2	Market	2	2
85.	4	Market	2.5	2
86.	2	Market	2	2

No. of bedrooms:

1xbed	2xbed	3xbed	4xbed
12	22	38	14

Market and Affordable

Market Housing	Affordable Rented	Shared Ownership
60	19	7

Schedule of accommodation 21/01831/FUL - Beaumont Road, Great Oakley

Number of storeys

1 storey	1.5 storey	2 storeys	2.5 storeys
12	11	40	23

Total allocated parking spaces: 160

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NOTES

Drawing based on survey drawing issued "11/03/2017" by M4(3) and drawing filed "35-011-001" by Sturston Surveys issued April 2017.

- KEY**
- - - site boundary
 - - - Surveyed Water Main with Lateral
- ROAD TYPES**
- Adopted Roads
 - Private Roads (Drop Kerbs)
 - Private Roads (Shared Surfaces)
- HOUSE TYPES**
- Market
 - 1 Bed
 - 2 Bed
 - 3 Bed
 - 4 Bed
 - Garage/Carport
- HOUSE HEIGHTS**
- +1 1 Storey
 - +1.5 1.5 Storey
 - +2 2 Storey
 - +2.5 2.5 Storey
- HOUSE ACCESSIBILITY**
- M4(1) Category 1: Wheelchair Accessible
 - M4(2) Category 2: Wheelchair Accessible
 - M4(3) Category 3: Wheelchair Accessible

PLANNING

1:1000 @ A3 25/11/21
 HTS @ A4
 1793 A 100 003

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Land on Beaumont Road
 Great Oakley, Essex
 Great Oakley Development Ltd.

Proposed Site Plan with House Types

PLANNING

1:1000 @ A3 25/11/21
 HTS @ A4
 1793 A 100 003

1793 A 100 003 P5



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 Dimensions are in millimeters unless otherwise stated.

NOTES

Drawings based on survey drawings TR10323/0017 by the client and currently held SS-01N-0077 by Substation Survey issued April 2017

- KEY**
- - - Site Boundary
 - - - Surveyed Water Main with Expansion



P4 Planning Amendments 25.01.23 DT MW
 P3 Listed for Planning Amendments 29.11.22 JP MW
 P2 Planning Amendments 04.04.22 UC MW
 P1 Listed for Planning 06.01.22 UC MW
 rev amendments date by dh

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 Land off Beaumont Road
 Great Oakley, Essex
 Client: Great Oakley Development Ltd.
 Tel: 0207 7261 4440

Drawing title: Proposed Site Plan with Plot Numbers
 Drawing scale: PLANNING
 Date: 25.11.22
 Drawn by: JF
 Checked by: JF
 Drawing no: 1793 A 100 004
 Revision: P4

APPENDIX E – PROPOSED USES SITE PLAN

(Plan reference: A100 005 P5)

C

C



APPENDIX F – COMMUNITY BUILDING FIT OUT PLAN

(Plan reference: A200 010 REV P3)

Copyright: All rights reserved. This drawing may not be reproduced without permission.
 Only the original drawing should be used. Contractors, subcontractors and suppliers must study all dimensions on this plan before commencing any work to ensure any errors are corrected.
 All site drawings to be submitted to the architect's tender dossier for comment prior to construction.

This drawing is to be used in conjunction with the architect's / interior designer's specification, list of quantities, schedule of work, and any other documents. It is the responsibility of the contractor to ensure that the work is carried out in accordance with the architect's / interior designer's specification and any other documents.

All site dimensions and areas are as set out within the P10 drawing. The architect's / interior designer's specification and any other documents may require the contractor to provide to both the Fire-Engineer & Building Control for review and sign off, prior to construction and installation.
 Studio Mores Ltd will coordinate with all other consultants in relation to all statutory services under the consultants' control. These include, but are not limited to, structural, mechanical, electrical, and plumbing services, however they remain under the consultants' design and control.
 Do not scale from this drawing. Dimensions are in millimetres unless otherwise stated.

NOTES

Drawing based on survey drawing dated 11/12/2010 by
 Surveyors' name 'S.D.L. 001' by Station Survey
 issued April 2017

- KEY**
- Step Boundary
 - - - Surveyed Water Main with Easement
- HOUSE TYPES**
- Community Residential - 29.57m²
 - Landscape - 1.917m²
 - Music Open Space - 4.92m²
 - Deletion Basin - 20m²
- TRANSFER LAND**
- Play Area
 - Community Building & Car Park

P5	Transfer Land Added	24.06.24	PH MW
A4	Planning Amendments	24.01.23	DT MW
P3	Issued for Planning Assessment	20.11.22	DT MW
P2	Issued for Planning Assessment	20.11.22	DT MW
P1	Planning Amendments	04.04.22	GC MW
P0	Issued for Planning	06.01.22	GC MW
rev	amendments	date	by

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PROJECT
 Land off Beaumont Road
 Great Oakley, Essex
 Great Oakley Development Ltd.

PLANNING
 Drawing title: Proposed Uses Site Plan
 Drawing no: 1793 A 100 005
 Date: 11/03/23
 Drawn by: JF
 Checked by: JF
 Scale: 1:1000 @ A3 25.11.22
 Drawing no: 1793 A 100 005
 Revision: P5

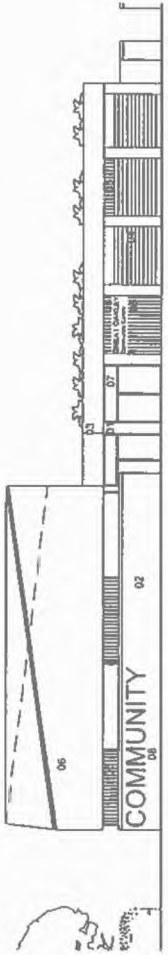


0 20 50

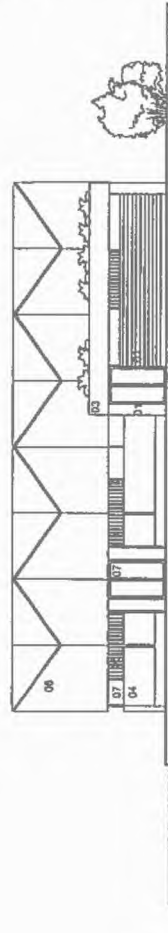
APPENDIX F – COMMUNITY BUILDING FIT OUT PLAN

(Plan reference: A200 010 REV P3)

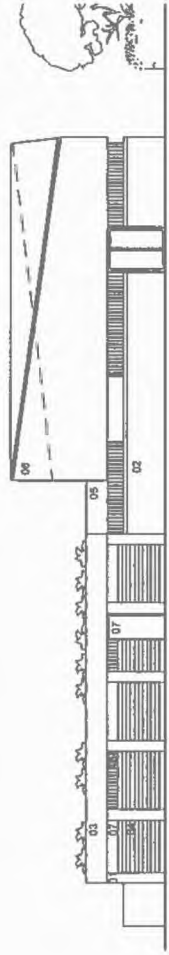
Community Hall Building



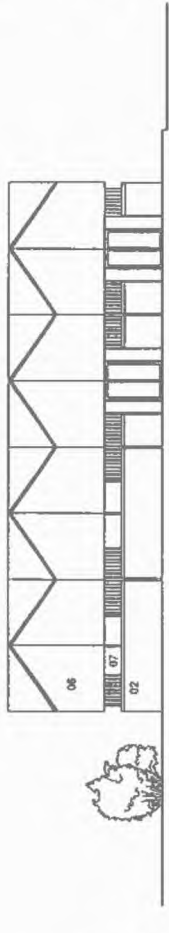
○ Front Elevation A
1:200 @ A3



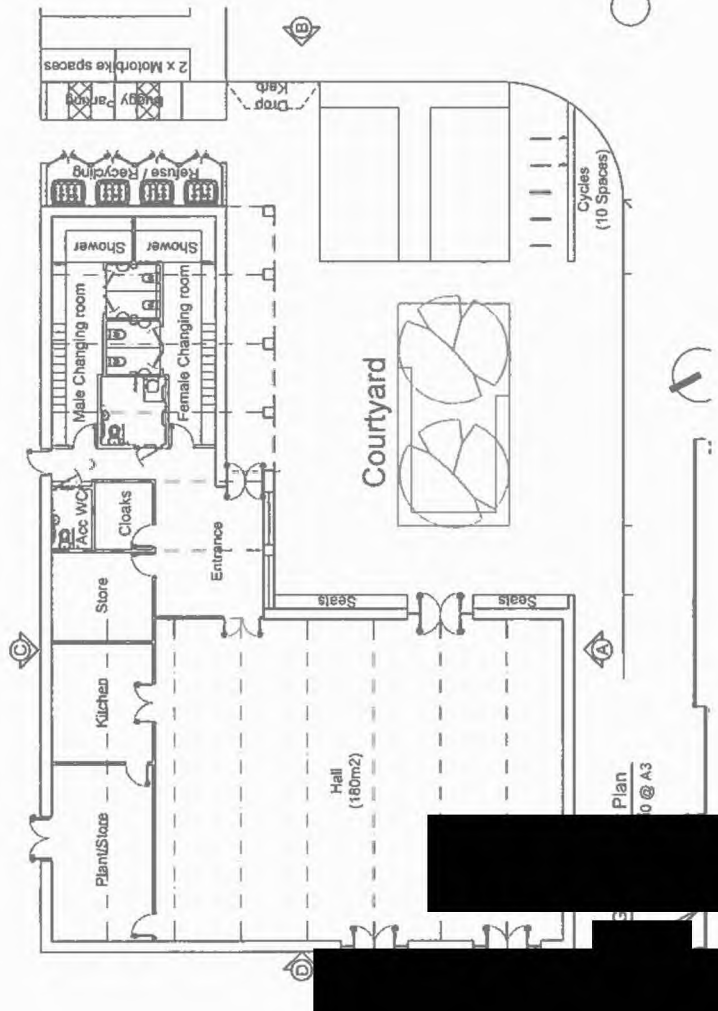
○ Side Elevation B
1:200 @ A3



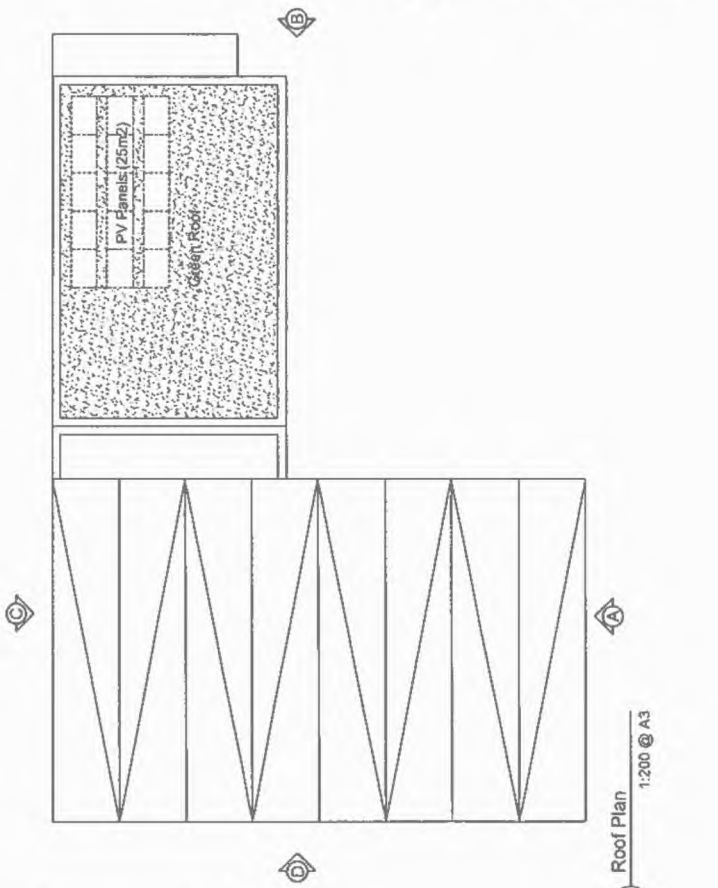
○ Rear Elevation C
1:200 @ A3



○ Side Elevation D
1:200 @ A3



○ Plan
1:0 @ A3

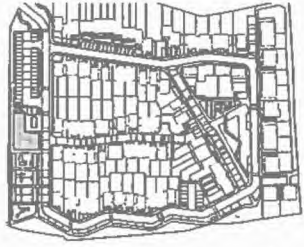


○ Roof Plan
1:200 @ A3

NOTES

- Material Key
- 01. Red brickwork
 - 02. Black brickwork
 - 03. Red soldier course brickwork
 - 04. Painted horizontal strip boarding
 - 05. Painted vertical fin strip boarding
 - 06. Clay roof tiles
 - 07. Painted metal windows
 - 08. Metal Signage

Site Plan



studio
moren
ARCHITECTS

100-102
Lansdown Road,
Great Oakley, Essex
SS16 5LQ

01783 530010
01783 530011

1783 A 200 010 P3

PLANNING

1:100 @ A1 01.11.22
1:200 @ A3

**APPENDIX G – PROPOSED USES SITE PLAN SHOWING FUTURE OWNERSHIP AND
MANAGEMENT OF LAND**

(Plan reference: A100 008 P0)

Copyright: All rights reserved. This drawing shall not be reproduced or used in any way without the prior written consent of the architect.

Only the original drawing should be filed upon. Contractors, subcontractors and others should refer to the original drawing for the correct dimensions and details. No responsibility is accepted for any errors or omissions in this drawing.

All other drawings to be submitted to the architect's professional fee agreement for comment prior to fabrication.

This drawing is to be used in conjunction with the architect's, engineer's, specialist's, etc. specifications, schedules, structural drawings, etc. and shall not be used for any other purpose without the prior written consent of the architect's professional fee agreement.

All fire related elements and items are set out within the Fire Protection Schedule. The architect's professional fee agreement provides for the architect's services to include the design of fire protection systems and the provision of fire risk assessment reports to both the Fire Engineer & Building Control for review and sign off, prior to procurement and installation.

Studio Mores Ltd will coordinate with all other consultants in relation to statutory forms / elements under their professional control. These forms may be shown on Studio Mores Ltd drawings for coordination purposes only. However they remain under the consultant's design and control.

Do not scale from this drawing. Dimensions are in millimetres unless otherwise stated.

NOTES

Drawing based on survey drawing titled "T1433U01" by fire-local and drawing titled "SS-G11-0017" by Submission Sur issued April 2017.

KEY

- Site Boundary
- Site Area = 36,500 m² / 3.69 ha
- Common Land Shared Area = 6,421 m² / 0.64 ha (17.4%)

Garden Areas

- Transfer to Parish Council
- Private ownership
- Transfer to management company
- Adopted highway

PO issued for Section 106 rev amendments 15.08.23 JF M by d

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project
 Land off Beaumont Road
 Great Oakley, Essex

client
 Great Oakley Development Ltd.

drawing title
 Proposed Site Plan showing future ownership or management of land

drawing status
 PLANNING

scale
 1:1000 @ A3 15.08.23
 HTS @ A4

date
 15.08.23

drawn by
 JF

checked by
 JF

approved by
 JF

plot no.
 1793

sheet no.
 A 100 008

revision
 P0



