

DATED

11th September

2019

(1) TENDRING DISTRICT COUNCIL

(2) ESSEX COUNTY COUNCIL

(3) TAYLOR WIMPEY UK LIMITED

AGREEMENT

under section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land to the north of Cockaynes Lane, Alresford, Essex

THIS AGREEMENT is made on 11th September

2019

BETWEEN:

- (1) **TENDRING DISTRICT COUNCIL** of Council Offices, Thorpe Road, Weeley, Essex, CO16 9AJ ("**the Council**");
- (2) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex, CM1 1QH ("**the County Council**"); and
- (3) **TAYLOR WIMPEY UK LIMITED** (Co. Regn. No. 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR 7QB ("**the Owner**").

BACKGROUND

- (A) For the purposes of the 1990 Act (as defined herein), the Council and the County Council are the local planning authorities for the area within which the Site (as defined herein) is located and the authorities who are entitled to enforce the obligations contained in this Agreement.
- (B) The County Council is also the local authority for statutory age education and below statutory age education for the area in which the Site is located.
- (C) The Owner is the freehold owner of the Site and which ownership is registered at HM Land Registry with the Title Numbers EX961636 and EX961637.
- (D) The Planning Application (as defined herein) was submitted to the Council for the Development (as defined herein) and the Council has resolved to issue the Planning Permission (as defined herein) subject to the Owner first entering into this Agreement and providing the covenants herein.
- (E) The Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating and facilitating the Development.
- (F) The Council is satisfied that the planning obligations contained in this Agreement comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that they are:
 - (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and

- (iii) fairly and reasonably related in scale and kind to the Development.
- (G) The Council the County Council and the Owner have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council and the County Council (as appropriate) against the Owner and any successors in title to the Owner.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

- 1.1 In this Agreement, the following words and expressions have the following meanings:
- “1990 Act”** means the Town and Country Planning Act 1990, as amended;
 - “Commencement Date”** means, subject to clause 3.2, the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act;
 - “Commencement of Development”** means, subject to clause 3.2, the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act and the use in this Agreement of the terms **“Commence the Development”** and **“Commenced”** shall be construed accordingly;
 - “Community Infrastructure Levy”** means the Community Infrastructure Levy introduced by the Planning Act 2008 and the Community Infrastructure Levy Regulations 2010 as amended or any successor levy or charge which triggers payments towards Infrastructure;
 - “Contributions”** means together the Education Contribution (as defined in Schedule 1), the Open Space Maintenance Contribution, the Open Space

Play Equipment Contribution (both as defined in Schedule 3), the Healthcare Contribution (as defined in Schedule 4) and the RAMS Contribution (as defined in Schedule 5);

“Development”

means the development permitted by the Planning Permission;

“Dwelling”

means a house or self contained flat or bungalow constructed as part of the Development and the curtilage related thereto and the use in this Agreement of the term **“Dwellings”** shall be construed accordingly;

“Index”

means the CPI published by the Office for National Statistics or any such alternative index or comparable measure of price inflation as the Council reasonably requires;

“Index Linked”

means increased to reflect any increase in the Index during the period from and including the date of this Agreement to and including the date of actual payment of the contribution to which it relates;

“Infrastructure”

means the list of infrastructure projects or types of infrastructure intended to be funded by the Community Infrastructure Levy published by the Council in accordance with Regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended) or where no such list has been published means "infrastructure" as defined in section 216 of the Planning Act 2008 BUT FOR THE AVOIDANCE OF DOUBT this shall not include infrastructure required directly as a result of the Development;

“Market Dwellings”	means all Dwellings to be constructed as part of the Development which are not Affordable Housing Dwellings (as defined in Schedule 2);
“Notice of Commencement”	means notice in writing to advise of the proposed Commencement Date;
“Occupation”	means beneficial occupation for the purposes permitted by the Planning Permission and shall not include occupation for the construction of the Development and shall not include daytime occupation by workmen involved in the construction of the Development or in so far as such uses are ancillary to the construction of the Development the use of finished buildings for sales or purposes for use as temporary offices or for show homes or for the storage of plant and materials or in relation to security operations and “Occupy” and “Occupied” and “Occupancy” shall mutatis mutandis be construed accordingly;
“Plan”	means the drawing numbered TW013-PL-02 Revision L (dated Sept. 2017) a copy of which is attached to this Agreement;
“Planning Application”	means the application which the Council has given the reference 18/00367/FUL requesting FULL planning permission for the erection of 84 dwellings (including the provision of affordable homes) together with means of access, parking, garaging, associated landscaping and public open space AND FOR THE AVOIDANCE OF ANY DOUBT for the purposes of this Agreement the term “Planning Application” shall (subject to the written confirmation of the Council to be given prior to the determination of any planning



Accommodation Schedule

No	Ref	Beds	Storey	sqft
13	PA25	2	2	689
26	PA 34	3	2	866
6	PT 36	3	2	931
4	PT 37	3	2	931
1	Wood	3	2	1088
3	PA43	4	2	1170
1	PT41	4	2	1222
1	PT42	4	2	1222
7	PT45	4	2	1290
8	PA48	4	2	1378
9	PT43	4	2	1530
5	PA49	4	2	1562
Grand Total				Total sqft
84				89459

Note:- 'VP' = Visitors Parking Spaces at 25% - 21no.



Project: Land North of Cockaynes Lane, Alresford, Essex

Development Layout Option 3

Scale: 1-500 @ A1 Date: Sept. 2017

Drawn: TW013-PL-02 Revision: L

applications that may follow) include any application(s) for reserved matters approval or to vary a condition on the Planning Permission provided that such application(s) shall not increase the number of Dwellings and shall relate substantially to the same development of the Site as is proposed under the aforementioned application reference number;

“Planning Permission”

means the planning permission granted in pursuance of the Planning Application;

“Seven Day LIBID Rate”

means an assessment of the rate of interest the Council and/or the County Council can expect to earn on investments through the money market, the rate used being the average interest rate at which banks are willing to borrow eurocurrency deposits or such other rate as approved by the Council or the County Council as appropriate;

“Site”

means the land to the north of Cockaynes Lane, Alresford, Essex and which land is shown for identification purposes only edged red on the Plan;

“Working Days”

means any day(s) upon which banks in the City of London are open to the general public.

1.2 In this Agreement:

1.2.1 the clause or Schedule headings do not affect its interpretation;

1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

1.2.4 references to the Site include any part of it;

1.2.5 references to any party in this Agreement shall include the successors in title of that party. In addition, references to the Council shall include any successor local planning authority exercising planning powers under the 1990 Act and references to the County Council shall include any successor to its functions;

1.2.6 "including" means "including, without limitation";

1.2.7 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.8 words importing the singular meaning where the context so admits shall include the plural meaning and vice versa;

1.2.9 words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner;

1.2.10 words denoting an obligation on a party to do any act matter or thing shall include an obligation to procure that it be done and words placing a party under a restriction shall include an obligation not to cause permit or allow infringement of the restriction;

1.3 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it and any such rights that arise under that Act are hereby excluded.

2. **EFFECT OF THIS AGREEMENT**

2.1 This Agreement is made pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council and (as appropriate) the County Council.

- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling powers.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council or the County Council of any of their statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.4 The obligations in this Agreement will not be enforceable against a statutory undertaker after the transfer of statutory apparatus (and any land upon or in which the statutory apparatus is situated) by the Owner to that statutory undertaker.
- 2.5 Nothing in this Agreement prohibits or limits the right to develop any part or the whole of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 2.6 Subject always to paragraph 8 of Part One of Schedule 2 a mortgagee of all or any of the Site will not incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Site or appoints a receiver or administrative receiver under a security.
- 2.7 The obligations in this Agreement will not be enforceable against the individual owners, lessees or occupiers of any Dwellings constructed on the Site pursuant to the Planning Permission or any mortgagee or chargee of such owner, lessee or occupier nor any receiver appointed by a mortgagee or chargee or any person deriving title from them.

3. **COMMENCEMENT DATE**

3.1. Save in respect of Clause 7 and this clause 3.1 (which will become operative on the date of this Agreement) and in respect of obligations expressly in this Agreement requiring compliance prior to the Commencement Date and which will become operative on the issue of the Planning Permission this Agreement will come into effect on the Commencement Date.

3.2 The Commencement Date and Commencement of Development will not be triggered by any of the following operations:

3.2.1 archaeological or site investigations or surveys;

- 3.2.2 site or soil surveys or site decontamination;
- 3.2.3 the clearance or demolition of the Site;
- 3.2.4 works connected with groundworks;
- 3.2.5 works for the provision of drainage or mains services to prepare the Site for development;
- 3.2.6 erection of fencing or boarding;
- 3.2.7 erection of boards advertising the Development (including the erection of advertising hoardings);
- 3.2.8 the construction of a temporary site compound or temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite; and
- 3.2.9 works to the existing public highways and the provision of site access and temporary internal roads; and
- 3.2.10 the laying out and construction of internal estate roads

4. **OBLIGATIONS OF THE PARTIES**

- 4.1 The Owner so as to bind the Site covenants with the Council and the County Council to comply with the obligations set out in the Schedules to this Agreement.
- 4.2 The Owner covenants with the Council and the County Council to provide a Notice of Commencement to the Council and the County Council not less than 3 Working Days prior to the Commencement Date.
- 4.3 The Owner covenants with the Council and the County Council to provide not less than 3 Working Days notice in writing of the intended first Occupation of the first Dwelling on the Site.
- 4.4 The Council covenants with the Owner to comply with its obligations set out in the Schedules to this Agreement.
- 4.5 The County Council covenants with the Owner to comply with its obligations set out in the Schedules to this Agreement.

- 4.6 The Council and the County Council covenant with the Owner to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council and where appropriate the County Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation and this shall apply (without limitation) to the transfer of the Open Space Land under Schedule 3 where if there is a delay in accepting the transfer of the Open Space Land attributable wholly to the Council the Owners shall be permitted to allow, cause or permit the Occupation of more than (75%) of the Dwellings without the transfer having taken place Provided Always that such notice, consent, approval, authorisation, agreement or other similar affirmation may only be given in writing and only prior to the act or event to which it applies (unless agreed otherwise by the Council and/or the County Council, as applicable)
- 4.7 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 4.8 Any obligation that prohibits the Owner from allowing or limiting Occupation of the Site until certain events occur shall also be an obligation on the Owner to positively carry out those certain events by no later than the number of occupations set out therein unless the context otherwise requires.
- 4.9 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs but they will remain liable for any breaches of this Agreement occurring before that date. For the further avoidance of doubt neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site or part of the Site in any transfer of the Site will constitute an interest for the purposes of this Clause 4.9
- 4.10 No compensation shall be payable by the Council or the County Council to any party to this Agreement or their successors in title and assigns arising from the terms of this Agreement and unless specified otherwise in this Agreement all works and activities to be executed hereunder (including such as are of a preparatory ancillary

or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council or the County Council.

- 4.11 Representatives of the Council and the County Council may enter upon the Site at any reasonable time on reasonable prior written notice giving at least 3 clear days before such entry is required (unless otherwise agreed with the Owner) (and immediately in the event of an emergency provided that the County and County Council will give as much notice as they reasonably can) to ascertain whether the terms of this Agreement are or have been complied with subject to complying with all health and safety and security requirements required by the Owner provided that this right shall cease and determine as follows:
- 4.11.1 in relation to any Dwelling, on first Occupation of that Dwelling; and
 - 4.11.2 in relation to all other parts of the Site, on the first Occupation of the last Dwelling on the Site to be Occupied.
- 4.12 Any agreement obligation covenant or Agreement contained herein by any of the parties which comprise more than one person or entity shall be joint and several and where any agreement obligation covenant or Agreement is made with or undertaken towards more than one person it shall be construed as having been made with or undertaken towards each such person separately.
- 4.13 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of this Agreement without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of this Agreement.
- 4.14 No variation to this Agreement shall be effective unless made by deed and for the avoidance of doubt the consent, seal, signature, execution or approval of the owner, lessee or occupier of any Dwelling or their mortgagees or chargees or any receiver appointed by a mortgagee or chargee or any person deriving title from them shall not be required to vary any part of this Agreement.

- 4.15 The failure by any party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 4.16 If at any time Value Added Tax ("VAT") is or becomes chargeable in respect of any supply made in accordance with the provisions of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.
- 4.17 This Agreement shall be enforceable as a local land charge and shall be registered immediately by the Council as such and the Council covenants with the Owner that following the performance of all of the obligations contained in the Agreement the Council shall at the Council's expense forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 4.18 In the event that the Owner fails to serve any of the notices that they are required by the provisions of this Agreement to serve then the Council and/or the County Council shall be entitled to payment of the various Contributions contained in this Agreement at any time following them becoming aware that an event or a level of Occupancy of Dwellings has occurred that would trigger the payment of a Contribution and the time period for the return of a Contribution shall be extended accordingly.
- 4.19 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute the one Agreement.

5. TERMINATION OF THIS AGREEMENT

- 5.1 This Agreement will come to an end if the Planning Permission is quashed, revoked or otherwise withdrawn or otherwise modified without the consent of the Owner before the Commencement Date or the time for implementation of the Planning Permission expires without the Commencement Date having occurred so as to render this Agreement or any part of it irrelevant, impractical or unviable; or the Planning Permission expires.
- 5.2 Where the Agreement comes to an end under clause 5.1 the Council shall at the Council's expense, on the written request of the Owner, vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise record the fact that it has come to an end and no longer affects the Site.

6. **NOTICES**

6.1 Any notice, demand or any other communication served under this Agreement will be effective only if in writing and delivered by mail by hand or sent by first class post, pre-paid or recorded delivery and is to be sent to the following or to such other address as one party may notify in writing to the others at any time as its address for service:

6.1.1 for the Owner at Ground Floor East Wing, BT Brentwood, 1 London Road, Brentwood, Essex, CM14 4QP marked for the attention of the Managing Director, Taylor Wimpey East London;

6.1.2 for the Council it shall be marked to the attention of the Head of Planning at the Council address previously stated Ref 18/00367/FUL;

6.1.3 for the County Council relating to the Education Contribution it shall be marked for the S106 Officer, Planning Service, Place and Public Health County Hall Chelmsford CM1 1QH.

6.2 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

6.2.1 if delivered by hand, at the time of delivery;

6.2.2 if sent by post, on the second Working Day after posting; or

6.2.3 if sent by recorded delivery, at the time delivery was signed for.

6.3 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

6.4 Otherwise than in relation to individual purchasers, occupiers and mortgagees of Dwellings and their successors in title the Owner shall give to the County Council within one month of the Owner disposing of any part of the Site written notice of the name and address of the person or persons to whom the Site or part thereof has been transferred provided that this obligation shall cease and determine on the first Occupation of the last Dwelling at the Site.

7. COSTS OF THIS AGREEMENT

7.1 The Owner covenants to pay:

7.1.1 upon completion of this Agreement to the Council its reasonable and proper legal costs in a sum not to exceed £4,250.00 (Four Thousand Two Hundred and Fifty Pounds) (no VAT) in connection with the preparation, negotiation and completion of this Agreement; and

7.1.2 upon completion of this Agreement to the County Council its reasonable and proper legal costs in a sum not to exceed £2,500.00 (Two Thousand Five Hundred Pounds) (no VAT) in connection with the negotiation and completion of this Agreement.

7.2 upon the completion of this Agreement to the Council a contribution of £1,200.00 (One Thousand Two Hundred Pounds) (no VAT) towards the Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Agreement.

8. DETERMINATION OF DISPUTES

8.1 Subject to clause 8.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 8. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

8.2 For the purposes of this clause 8 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

8.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of 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 8.4.

8.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute).

8.5 The Specialist is to act as an independent expert and:

8.5.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

8.5.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;

8.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

8.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

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

8.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

8.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 8, including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist.

8.7 This clause 8 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts of England.

9. COMMUNITY INFRASTRUCTURE LEVY

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

10. JURISDICTION

10.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales; and the courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

11. EXECUTION

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

SCHEDULE 1

EDUCATION CONTRIBUTION

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

“Early Years and Childcare Contribution” means the sum of One Hundred and Thirty One Thousand Seven Hundred and Ten Pounds (£131,710.00) plus Relevant Education Indexation;

“Early Years and Childcare Purposes” means the use of the Early Years and Childcare Contribution towards the provision and/or improvement of facilities for the education and/or care of children between the ages of 0 to 4 (both inclusive) including those with special educational needs within the ward of Alresford including the reimbursement of capital funding for such provision (and/or improvement) made by the County Council in anticipation of the Early Years and Childcare Contribution;

“Education Contribution” means the sum of the Early Years and Childcare Contribution, the Primary Education Contribution, the Secondary Education Contribution and the Secondary Transport Contribution;

“Education Index” means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

“Education Index Point” means a point on the most recently published edition of the Education Index at the time of use;

“Education Purposes” means the Early Years and Childcare Purposes and the Primary Education Purposes and the Secondary Education Purposes and the Secondary Transport Purposes;

“Flat” means a Dwelling that occupies a single floor;

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

“House” means a Dwelling that does not meet the definition of a Flat;

“Primary Education Contribution” means the sum of Three Hundred and Eighty Five Thousand and Eighty One Pounds (£385,081.00) plus Relevant Education Indexation;

“Primary Education Purposes” means the use of the Primary Education Contribution towards the provision and/or improvement of facilities for the education and/or care of children between the ages of 4 to 11 (both inclusive) including those with special educational needs at the Primary School and/or at any of the other schools referred to within the Tendring Primary Planning Group 03 (as set out in the County Council publication titled “Commissioning School Places in Essex 2017 – 2022) including the reimbursement of capital funding for such provision (and/or improvement) made by the County Council in anticipation of the Primary Education Contribution;

“Primary School” means the Alresford Primary School, Ford Lane, Alresford, Essex, CO7 8AU;

“Qualifying Flats” means the number of Flats that shall be constructed on the Site 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 Site that have two or more rooms that may by design be used as bedrooms

“Relevant General Indexation” means the amounts that the Owner shall pay with and/or agree in addition to each part of the fee or sum set out under paragraphs 4.2 and 4.6 of this Schedule 1 that shall in each case equal a sum calculated by taking the amount being paid and multiplying this amount by the percentage change shown in the General Index between the Index Point pertaining to April 2018 and the date payment is made to the County Council;

“Relevant Education Indexation” means the amount that the Owner shall pay with and in addition to each part of the Education Contribution paid that shall in each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change shown in the Education Index between the Index Point pertaining to April 2018 and the Index Point pertaining to the date the payment is due to be made to the County Council;

“Secondary School Contribution” means the sum of Three Hundred and Eighty Nine Thousand Nine Hundred and Ninety Five Pounds (£389,995.00) plus Relevant Education Indexation;

“Secondary Education Purposes” means the use of the Secondary Education Contribution towards the provision and/or improvement of facilities for the education and/or care of children between the ages of 11 to 18 (both inclusive) including those with special educational needs at the Secondary School including the reimbursement of capital funding for such provision (and/or improvement) made by the County Council in anticipation of the Primary Education Contribution;

“Secondary School” means the Colne Community School and College, Church Road, Brightlingsea, Essex, CO7 0QL;

“Secondary Transport Contribution” means the sum of Fifty Nine Thousand Seven Hundred and Eighty Seven Pounds (£59,787.00) plus Relevant Education Indexation;

“Secondary Transport Purposes” means the use of the Secondary Transport Contribution towards the cost of transporting children (or young adults) between the ages of 11 to 19 (both inclusive) to and from the Development and the Secondary School including the reimbursement of capital funding for such provision made by the County Council in anticipation of receipt of the Secondary Transport Contribution.

“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 Houses or Qualifying Flats

2. The Owner hereby covenants with the Council and the County Council as follows:
 - 2.1 not to Commence Development unless and until twenty five percent (25%) of the Education Contribution has been paid to the County Council
 - 2.2 to pay twenty five percent (25%) of the Education Contribution to the County Council prior to Commencement of Development
 - 2.3 not to Occupy (or allow, cause or permit the Occupation of) more than forty two (42) Dwellings unless and until a further (and final) seventy five percent (75%) of the Education Contribution has been paid to the County Council
 - 2.4 to pay a further (and final) seventy five percent of the Education Contribution to the County Council before any more than forty two (42) Dwellings are Occupied
3. The County Council hereby covenants with the Owner as follows:

- 3.1 To place the Education Contribution when received into an interest bearing account and to utilise the same solely for the Education Purposes
- 3.2 That upon receipt of a request in writing to do so to be received by the County Council no sooner than the tenth (10th) anniversary of the first Occupation of a Dwelling to return to the party who deposited the Education Contribution any part of the Education Contribution that remains unexpended when such request in writing is received (together with interest accrued at the Seven Day LIBID Rate on the unexpended part) shall be returned to the party that made the payment PROVIDED ALWAYS that where a legally binding contract or obligation has been entered into by the County Council prior to the tenth (10th) anniversary of the first Occupation of a Dwelling the unexpended part of the Education Contribution that relates to that legally binding contract or obligation shall not be repaid until such payment is made and the unexpended part of the Education Contribution to be repaid (if any) shall not include such payment
- 3.3 That upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of the first Occupation of a Dwelling the County Council shall provide the Owner with a statement confirming whether the Education Contribution has been spent and if the Education Contribution has been spent in whole or in part outlining how the Education Contribution has in whole or in part been spent
4. It is hereby agreed and declared:
 - 4.1 In the event that the parts of the Education Contribution are paid later than the dates they are due then the amount of the Education Contribution (or relevant part thereof) payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Education Index between the Education Index Point prevailing at the date of Commencement of Development and the Education Index Point prevailing at the date of payment multiplied by the Education Contribution (or relevant part thereof) due or if greater an amount pertaining to interest on the Education Contribution (or relevant part thereof) due calculated at the Seven Day LIBID Rate from the date of Commencement of Development until the date payment of the amount due is received by the County Council
 - 4.2 In addition to the requirement of 4.1 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 covenants

to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) plus Relevant General Indexation for each and every letter sent to the Owner pursuant to the debt

- 4.3 In the event that the Education Contribution is overpaid by the Owner then the County Council shall be under no obligation to return any such overpaid sum or sums in whole or in part if in good faith the County Council has spent the Education Contribution or has entered into a legally binding contract(s) or obligation(s) to spend the Education Contribution PROVIDED THAT the County Council shall otherwise be under an obligation to return any such overpaid sum or sums in whole or in part if the Owner notifies the County Council of such overpayment within 10 working days of such overpayment having been made to the County Council
- 4.4 Any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Owner and received by the County Council within two months of receipt by the Owner of the County Council's statement referred to in Paragraph 3.4 of this Schedule 1 and shall clearly state the grounds on which the expenditure is disputed
- 4.5 In the event that no written request is received by the County Council from the Owner pursuant to Paragraph 3.3 or no valid dispute is raised by the Owner pursuant to Paragraph 4.4 above the Owner shall accept that the Education Contribution has been spent in full on the Early Years and Childcare Purposes, the Primary Education Purposes and the Secondary Transport Purposes as appropriate
- 4.6 The County Council may utilise up to two percent (2%) of the total amount of the Education Contribution received under this Agreement to a maximum of two thousand pounds sterling (£2,000) to which the Relevant General Indexation shall be added for the purposes of monitoring and managing the administration of the Education Contribution and for the avoidance of doubt such purposes are agreed by the Owner to form part of the definitions for the use of the Education Contribution
- 4.7 In the event that the Unit Mix to be (or being) constructed as the Development does not match the Unit Mix on which the Education Contribution to be (or has been) paid was based the Owner shall recalculate the amount of the Education Contribution based on that amended Unit Mix by no later than five (5) Working Days after the amended Unit Mix has been approved by the Council and will pay to the County Council any additional amount pertaining to that amended Unit Mix within a further

five (5) Working Days PROVIDED THAT such difference shall be calculated in accordance with the following table and any such additional amount shall from the date payment is received by the County Council form part of the Education Contribution

Factors and Costs			
Age Range	Factors		Costs at April 2018
	Houses	Flats	
Early Years & Childcare	0.090	0.045	£17,422
Primary	0.300	0.150	£15,281
Secondary	0.200	0.100	£23,214
Post 16	0.04	0.02	£24,846

SCHEDULE 2

AFFORDABLE HOUSING

Part One

In this Schedule 2 unless the context requires otherwise the following words and expressions shall have the following meanings:

- “Affordable Housing”** means housing provided to a Person in Housing Need whose needs are not met by the market with eligibility determined with regard to local incomes and local house prices and includes Affordable Rented Housing and/or Social Rented Housing;
- “Affordable Housing Dwellings”** means the eight (8) Dwellings to be transferred to the Approved Body to be used by that Approved Body for Affordable Rented Housing and the three (3) Dwellings to be transferred to the Council to be used by the Council for Social Rented Housing;
- “Affordable Housing Price”** means the sum of One Pound (£1.00) for each of the Affordable Housing Dwellings transferred to the Council;
- “Affordable Housing Plan”** means the drawing numbered TW013-PL-11 Revision C (dated Feb. 2018) a copy of which is annexed hereto;
- “Affordable Rented Housing”** means Affordable Housing where the rent charged to the tenant occupier is no more than eighty percent (80%) of the local market for a dwelling of equivalent size in the relevant location;

“Alresford”	means the village of Alresford, Essex and including the administrative area of the Alresford Parish Council;
“Approved Body”	means a private registered provider as defined in Section 80 of the Housing and Regeneration Act 2008 and which private registered provider is: (a) approved by the Council; and (b) regulated by the Homes England;
“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 for Persons in Housing Need;
“Neighbouring Parishes”	means (in no order of priority) the administrative areas of: (a) Elmstead Market Parish Council; and (b) Frating Parish Council; and (c) Thorrington Parish Council; and (d) Brightlingsea Town Council;
“Person in Housing Need”	means a person or persons registered on the Council’s Housing Needs Register and the use in this Agreement of the term “Persons in Housing Need” shall be construed accordingly;
“Protected Tenant”	means any tenant who has: (a) 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; or



Affordable Dwellings



Land North of Cockaynes Lane, Alresford, Essex

Affordable Housing

Scale: 1:500 @ A1 Date: Feb. 2018

Dwg no: TW013-PL-11 Revision: C

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

“Social Rented Housing”

means housing which is owned by local authorities and/or private registered providers (as defined in Section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the national rent regime;

“Specification”

means a specification for the design and construction of the Affordable Housing Dwellings to be transferred to the Council and which specification shall include the fixtures and fittings to be used.

The Owner hereby covenants with the Council as follows:

1. Not to Commence the Development unless and until:
 - 1.1 the Specification for the three (3) Affordable Housing Dwellings to be transferred to the Council has been submitted to the Council for approval and the Council has approved the said Specification in writing, such approval not to be unreasonably withheld or delayed; and
 - 1.2 the identity of the Approved Body to whom eight (8) of the Affordable Housing Dwellings are to be transferred has been submitted to the Council for approval and the Council has approved the said Approved Body in writing, such approval not to be unreasonably withheld or delayed.
2. Not to Occupy (or allow, cause or permit the Occupation of) more than forty (40) Market Dwellings unless and until the three (3) Affordable Housing Dwellings referred to in paragraph 1.1 of this Schedule 2 (Part One) have been:
 - 2.1 constructed in accordance with the Specification and are capable of being Occupied for their intended purpose; and

- 2.2 transferred (freehold) to the Council for the Affordable Housing Price Provided Always that the transfer of the Affordable Housing Dwellings to the Council shall include the provisions contained in Part Two of this Schedule 2.
3. Not to Occupy (or allow, cause or permit the Occupation of) more than forty (40) Market Dwellings unless and until the eight (8) Affordable Housing Dwellings referred to in paragraph 1.2 of this Schedule 2 (Part One) have been:
 - 3.1 constructed and are available to be Occupied for their intended purpose; and
 - 3.2 transferred to the Approved Body and for the purposes of this Schedule 2 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 Market Dwellings) that comprises the relevant 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 relevant Affordable Housing Dwellings to the Approved Body shall include the provisions contained in paragraphs A and C at Part Two of this Schedule 2.
- 4.1 Subject always to paragraph 5 of this Schedule 2 (Part One) the eight (8) Affordable Housing Dwellings transferred to the Approved Body shall be Occupied for no purpose other than as Affordable Rented Housing and the three (3) Affordable Housing Dwellings transferred to the Council shall be Occupied for no purpose other than as Social Rented Housing.
- 4.2 The Affordable Housing Dwellings shall be allocated in accordance with the provisions of Part Three of this Schedule 2.
5. It is Hereby Agreed and Declared:
 - 5.1 Without prejudice to paragraph 4 the obligations and restrictions contained in this Schedule 2 shall not bind:
 - 5.1.1 a Protected Tenant;
 - 5.1.2 any person or body deriving title through or from a Protected Tenant;
 - 5.1.3 a mortgagee of the Approved Body who has become a mortgagee in possession PROVIDED THAT the mortgagee in possession has first provided the Council with notice in writing that they have taken possession of the

Affordable Housing Dwelling (or Affordable Housing Dwellings) and have given the Council eight (8) weeks from the date of that notice to put forward a proposal to purchase the Affordable Housing Dwelling (or Affordable Housing Dwellings) at a fair price which at least covers the financial extent of the mortgagee in possession's charge

Part Two

- A. The transfer of the Affordable Housing Dwellings to the Council or the Approved Body (as appropriate) shall be with vacant possession.
- B. The transfer deed for the transfer of the Affordable Housing Dwellings to the Council shall be prepared by the Owner and the Owner shall pay the Council's reasonable costs of transferring all of the Affordable Housing Dwellings up to a total aggregate limit of £1,500 (One Thousand Five Hundred Pounds) on completion of the transfer deed.
- C. The transfer deed shall contain:
 - 1. a grant by the Owner of all rights of access and passage of services and all other rights reasonably necessary for the beneficial use and enjoyment of the Affordable Housing Dwellings;
 - 2. a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development; and
 - 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.

Part Three

1. The Council and the Approved Body shall allocate each of the Affordable Housing Dwellings to a Person in Housing Need who:
 - 1.1 has lived in Alresford continuously for at least three (3) years; or
 - 1.2 has worked for at least 20 hours a week in Alresford continuously for at least one (1) year; or
 - 1.3 has at least one parent who has lived in Alresford continuously for at least three (3) years; or
 - 1.4 has a close family member (i.e. a full or half sibling or at least one grandparent) who has lived in Alresford continuously for at least three (three) years; or
 - 1.5 had lived in Alresford continuously for at least three (3) years but had to move away from Alresford at least one (1) year ago because of the lack of affordable housing in Alresford
2. If no persons qualify pursuant to paragraph 1 of this Part Three then the Council or the Approved Body (as appropriate) shall allocate each of the Affordable Housing Dwellings to a Person in Housing Need who:
 - 2.1 has lived in any one of the Neighbouring Parishes continuously for at least three (3) years; or
 - 2.2 has worked for at least 20 hours a week in any one of the Neighbouring Parishes continuously for at least one (1) year; or
 - 2.3 has at least one parent who has lived in any one of the Neighbouring Parishes continuously for at least three (3) years; or
 - 2.4 has a close family member (i.e. a full or half sibling or at least one grandparent) who has lived in any one of the Neighbouring Parishes continuously for at least three (three) years; or
 - 2.5 had lived in any one of the Neighbouring Parishes continuously for at least three (3) years but had to move away at least one (1) year ago because of the lack of affordable housing in the Neighbouring Parishes

3. If no persons qualify pursuant to paragraphs 1 and/or 2 of this Part Three then the Council or the Approved Body shall allocate each of the Affordable Housing Dwellings to a Person in Housing Need

SCHEDULE 3

OPEN SPACE

In this Schedule 3 unless the context requires otherwise the following words and expressions shall have the following meanings:

- “Open Space Land”** means the area of the Site upon which the Open Space Scheme is to be carried out and which land is identified on the Open Space Plan;
- “Open Space Maintenance Contribution”** means the sum of Thirty Eight Thousand Five Hundred and Fifty Five Pounds (£38,555.00) Index Linked;
- “Open Space Maintenance Contribution Purposes”** means the use of the Open Space Maintenance Contribution towards the maintenance of the Open Space Land once it is transferred to the Council;
- “Open Space Plan”** means a Land Registry compliant plan that shows the precise extent (and boundaries) of the Open Space Land;
- “Open Space Play Equipment Contribution”** means the sum of Fifty One Thousand Two Hundred and Sixty Pounds and Sixty Three Pence (£51,260.63) Index Linked;
- “Open Space Play Equipment Contribution Purposes”** means the use of the Open Space Play Equipment Contribution towards the provision and maintenance of outside play equipment in Alresford;
- “Open Space Specification”** means a specification for the decontamination (if necessary) of the Open Space Land and the profiling, laying out and landscaping of the said Open Space Land to ensure that the land is suitable to be used by members of the public as a recreational play space.

1. The Owner hereby covenants with the Council as follows:
 - 1.1 Not to Commence the Development unless and until the Open Space Plan and the Open Space Specification have been submitted to the Council for approval and the Council has approved the said Open Space Plan and Open Space Specification in writing
 - 1.2 Not to Occupy (or allow, cause or permit the Occupation of) any more than ten (10) Dwellings unless and until the Open Space Play Equipment Contribution has been paid to the Council
 - 1.3 To pay the Open Space Play Equipment Contribution to the Council before any more than ten (10) Dwellings are Occupied
 - 1.4 Not to Occupy (or allow, cause or permit the Occupation of) more than seventy five percent (75%) of the Dwellings unless and until:
 - 1.4.1 the Open Space Land has been laid out entirely in accordance with the Open Space Scheme and the Owner has provided the Council with a certificate from an independent Chartered Landscape Architect which confirms that the Open Space Land has been laid out entirely in accordance with the Open Space Specification; and
 - 1.4.2 the freehold interest in the Open Space Land has been transferred to the Council for One Pound (£1.00); and
 - 1.4.3 the Open Space Maintenance Contribution has been paid to the Council and which contribution when paid shall be used by the Council towards the Open Space Maintenance Contribution Purposes
 - 1.5 That from the date that the Chartered Landscape Architect (referred to in paragraph 1.4.1 of this Schedule 3) issues his certificate the Open Space Land shall from that date be available as a recreational facility for all members of the public at all times without exclusion, cost or hindrance in perpetuity irrespective of any transfer of that Open Space Land to the Council
 - 1.6 Once the Open Space Land has been transferred to the Council the Owner does not object to the Council at any time transferring the Open Space Land to the Alresford Parish Council subject to the condition that the Open Space Land is transferred to the Alresford Parish Council as a recreational facility for all members of the public to use at all times without exclusion, cost or hindrance
2. The Council hereby covenants with the Owner as follows:
 - 2.1 That it will only use the Open Space Maintenance Contribution (or allow it be used) towards the Open Space Maintenance Contribution Purposes and will return to the payer any part of the said Open Space Maintenance Contribution that has not been

used (or committed) on the twenty fifth (25th) anniversary of the date that the Council received the said Open Space Maintenance Contribution PROVIDED THAT the Council's obligation to return the unused (or uncommitted) part of the Open Space Maintenance Contribution referred to shall only apply in the event that the Council receives a request in writing to return the said unused (or uncommitted) part referred to herein

- 2.2 That it will only use the Open Space Play Equipment Contribution towards the Open Space Play Equipment Contribution Purposes and will return to the payer any part of the said Open Space Play Equipment Contribution that has not been used (or committed) on the fifteenth (15th) anniversary of the date that the Council received the said Open Space Play Equipment Contribution PROVIDED THAT the Council's obligation to return the unused (or uncommitted) part of the Open Space Play Equipment Contribution referred to shall only apply in the event that the Council receives a request in writing to return the said unused (or uncommitted) part referred to herein

SCHEDULE 4

HEALTHCARE

1. In this Schedule 4 unless the context requires otherwise the following words and expressions shall have the following meanings:

"Healthcare Contribution" means the sum of Twenty Seven Thousand Eight Hundred Pounds (£27,800.00) Index Linked;

"Healthcare Contribution Purposes" means the use of the Healthcare Contribution towards the improvement of primary healthcare services at the Colne Medical Centre, 40 Station Road, Brightlingsea, Essex, CO7 0DT including the Alresford Branch Surgery at 1 Coach Road, Alresford, Essex, CO7 8EA;

"NHS England" means the national commissioning authority for health services in England (or its successor body from time to time).

2. The Owner hereby covenants with the Council:

2.1 Not to Occupy (or allow, cause or permit the Occupation of) more than ten (10) of the Dwellings unless and until the Healthcare Contribution has been paid to the Council

2.2 To pay the Healthcare Contribution to the Council before any more than ten (10) of the Dwellings are Occupied

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

3.1 To provide a written form of receipt for payment of the Healthcare Contribution on receipt of the said Healthcare Contribution;

3.2 To pass the Healthcare Contribution to NHS England only upon receipt of a document from NHS England confirming that they will:

- 3.2.1 apply the Healthcare Contribution solely towards the Healthcare Contribution Purposes;
 - 3.2.2 provide full details of the expenditure of the Healthcare Contribution on demand to the Council or the Owner;
 - 3.2.3 return any unspent part of the Healthcare Contribution together with interest accrued to the Council after the expiry of ten (10) years from the date of receipt by the Council of the Healthcare Contribution;
- 3.3 To keep an up to date record of all payments from the Healthcare Contribution transferred by the Council to NHS England;
- 3.4 Following receipt of a written request from the party who paid the Healthcare Contribution not to be made prior to the expiration of ten (10) years from the date of receipt by the Council of the Healthcare Contribution to repay to the party who paid the Healthcare Contribution any unspent monies of the Healthcare Contribution held by the Council or received by the Council pursuant to paragraph 3.2.3 together with interest accrued within 28 working days of receipt of the aforementioned written request
- 3.5 In the event that the document in the form required by paragraph 3.2.3 is not received following the expiry of five years from the date of receipt of the Healthcare Contribution by the Council then the Council's obligation to pay the Healthcare Contribution to NHS England shall cease absolutely and the Council shall refund to the party who paid the Healthcare Contribution the unexpended contribution within 28 days of receipt of a written request from the Owner to do so
- 4. The Owner hereby acknowledges that the Council shall not be responsible for how the Healthcare Contribution is utilised or in the event that NHS England does not comply with paragraph 3.2.3 above for its return under paragraph 3.5 above once it has transferred the Healthcare Contribution to NHS England

SCHEDULE 5

RAMS CONTRIBUTION

1. In this Schedule 5 unless the context requires otherwise the following words and expressions shall have the following meanings:

"2000 Act"	means the Countryside and Rights of Way Act 2000;
"RAMS Contribution"	means the sum of Ten Thousand Two Hundred and Seventy Three Pounds and Twenty Pence (£10,273.20) and which sum shall be Index Linked;
"RAMS Contribution Purposes"	means the use of the RAMS Contribution towards mitigating the impact of the Development on the area/areas of land subject to Section 26 (2000 Act) and Section 25A (2000 Act) nature conservation restrictions as set out in the Essex Coastal RAMS (Recreational Avoidance and Mitigation Strategy).

2. The Owner hereby covenants with the Council to pay the RAMS Contribution to the Council prior to first Occupation of the first Dwelling.
3. The Council hereby covenants with the Owner:

3.1 to place the RAMS Contribution when received into an interest bearing account and to utilise the same solely for the RAMS Contribution Purposes;

3.2 that upon receipt of a request in writing to do so to be received by the Council no sooner than the tenth (10th) anniversary of the first Occupation of the first Dwelling, to return to the party who deposited the RAMS Contribution any part of the RAMS Contribution that remains unexpended when such request in writing is received (together with interest accrued at the Seven Day LIBID Rate on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by the Council prior to the tenth (10th) anniversary of the first Occupation of the first Dwelling to make a payment in respect of the RAMS Contribution Purposes the unexpended part of the RAMS Contribution shall not be repaid until such payment is made and the unexpended part of the RAMS Contribution to be repaid (if any) shall not include such payment; and

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

EXECUTED as a DEED when the seal)
of TENDRING DISTRICT COUNCIL)
was affixed in the presence of:)



[Redacted signature area]

Authorised Signatory



EXECUTED as a DEED when the seal)
of ESSEX COUNTY COUNCIL)
was affixed in the presence of:)



40159

[Redacted signature area]

Attesting Officer

[Redacted signature area]

Executed as a deed by
TAYLOR WIMPEY UK LIMITED acting by two
attorneys before a single
witness

[Redacted signature area]

.....
SIGNATURE OF WITNESS

NAME, ADDRESS AND
OCCUPATION OF
WITNESS

[Redacted signature area]

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