

Dated

**WITHOUT PREJUDICE AND SUBJECT TO CONTRACT INCLUDING FUNDING
RESOLUTIONS FOR JUNCTION 19 AND ROUNDABOUT 5**

**CLAUSE 19 (ROUNDABOUT 5) IS NOT AGREED AND SUBJECT TO FURTHER
NEGOTIATION BETWEEN THE RELEVANT PARTIES**

Chelmsford City Council

and

Essex County Council

and

Ptarmigan Chelmsford A Limited

and

Halley Developments Ltd

and

Threadneedle Pensions Limited

and

Hanson Quarry Products Europe Limited

and

Countryside L&Q (North East Chelmsford) LLP

and

Countryside L&Q (Beaulieu Park) LLP

**Chelmsford Garden Community -
Planning Framework Agreement**

under section 106 of the Town and Country Planning Act 1990 (as amended) and other enabling powers relating to land to the north-east of Chelmsford beyond the existing developments of Beaulieu and Channels including the former Boreham Airfield

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Draft

PARTIES

- (1) **Chelmsford City Council** of Civic Centre, Duke Street, Chelmsford, Essex, CMI 1JE (the **City Council**); and
- (2) **Essex County Council** of County Hall, Market Road, Chelmsford, Essex, CMI 1QH (the **County Council**); and
- (3) **Ptarmigan Chelmsford A Limited** (company registration number 11857023) whose registered office is at 2 Frederic Mews, Kinnerton Street, London SW1X 8EQ (**Ptarmigan**); and
- (4) **Halley Developments Ltd** (company registration number OE008319) whose registered address is Aztec Group House, Ifc6, The Esplanade, St Helier, Jersey, JE4 0QH (**Halley**); and
- (5) **Threadneedle Pensions Limited** (company registration number 00984167) whose registered office is Cannon Place, 78 Cannon Street, London, EC4N 6AG (**Threadneedle**); and
- (6) **Hanson Quarry Products Europe Limited** (company registration number 00300002) whose registered office is Second Floor, Arena Court, Crown Lane, Maidenhead, Berkshire SL6 8QZ (**Hanson**); and
- (7) **Countryside L&Q (North East Chelmsford) LLP** (company number OC437559) whose registered office is Countryside House, The Drive, Great Warley, Brentwood, Essex CM13 3AT (**Countryside L&Q**); and
- (8) **Countryside L&Q (Beaulieu) LLP** (company number OC340340) whose registered office is Countryside House, The Drive, Great Warley, Brentwood, Essex CM13 3AT (**CLQ Beaulieu**)

BACKGROUND

- (A) The City Council is the local planning authority and the County Council is a local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- (B) The County Council is the lead local flood, minerals, waste planning, adult social care, education, library and local highway authority for the area in which the Site is situated.
- (C) Ptarmigan has a freehold interest in that part of OPA Zone 1 that is registered at HM Land Registry under title number AA39892 as shown illustratively shaded yellow on Plan [3] and has submitted a planning application to the City Council in respect of OPA Zone 1 under reference 22/01950/OUT.
- (D) Threadneedle has a freehold interest in that part of OPA Zone 2 that is registered at HM Land Registry under title numbers EX793591 (together with other land) and EX50208 as shown for illustrative purposes shaded light green on Plan [3].
- (E) Hanson has a freehold interest in that part of OPA Zone 2 that is registered at HM Land Registry under Title Numbers EX357541 and EX704296 (with other land) and a leasehold

interest in part of OPA Zone 2 pursuant to the Minerals Lease both of which are shown for illustrative purposes shaded dark green on Plan [3].

- (F) Countryside L&Q has an interest in OPA Zone 2 pursuant to the Option Agreement and has made a planning application in respect of OPA Zone 2 under reference 23/01751/OUT. CLQ Beaulieu has a freehold interest in that part of OPA Zone 2 with freehold title number EX646326 as shown for illustrative purposes shaded brown on Plan [3].
- (G) Halley is the freehold owner of OPA Zone 3, which is registered at HM Land Registry under title number EX404461 as shown illustratively shaded pink on Plan [3] and has submitted to the City Council: (i) a planning application in respect of OPA Zone 3 under reference number 23/00124/OUT; and (ii) the Northern RDR Application.
- (H) Part of OPA Zone 2 is subject to ongoing minerals extraction pursuant to the Minerals Planning Permissions.
- (I) The master planning and promotion of the Site is being brought forward by the Developers in collaboration with the Councils.
- (J) The Local Plan requires the preparation of a comprehensive masterplan for the Site to promote a joined-up approach in respect of (amongst other things) the planning and delivery of the necessary strategic infrastructure to serve the Site.
- (K) It is agreed that:
 - (i) for the purposes of Policy SGS 6 the comprehensive masterplan for the Site will take the form of the Stage 1 Masterplan and the Stage 2 Masterplan;
 - (ii) the OPAs and the Northern RDR Application together comprise the Stage 2 Masterplan and are required to be in broad conformity with the Stage 1 Masterplan; and
 - (iii) the Stage 1 Masterplan is a material planning consideration in the determination of future planning applications within the Site (including, for the avoidance of any doubt, each of the OPAs).
- (L) On 24 January 2023, the City Council's Cabinet approved the DFD and resolved that it shall be a material planning consideration in determining the Applications subject to the prior completion of a planning framework agreement pursuant to section 106 of the 1990 Act. The DFD provides a comprehensive framework for delivering the Site which will guide and inform the Applications and ensure that the overarching vision for the Site is delivered in a cohesive and comprehensively planned manner within the Local Plan period to 2036 and beyond. The DFD sets out guiding framework principles that are the golden threads for the Site providing clarity as to how the relevant planning policy requirements will be actioned (and within each Development) to ensure that the Site is delivered comprehensively and is well-designed, sustainable and successful. On 8 July 2025, the City Council's Cabinet approved the principle of CIL Reinvestment.
- (M) On 15 December 2025, the City Council resolved to grant Planning Permission pursuant to the OPAs in respect of OPA Zone 1 and OPA Zone 3 subject to (amongst other things):
 - (i) the prior completion of this PFA;

- (ii) the prior completion of Site Specific Agreements in respect of OPA Zone 1 and OPA Zone 3;
 - (iii) conditions; and
 - (iv) an agreement securing CIL Reinvestment
- (N) On 23 January 2026, the City Council granted the Northern RDR Permission.
- (O) On 30 June 2026, the City Council resolved to grant Planning Permission pursuant to the OPA in respect of OPA Zone 2 subject to (amongst other things):
 - (v) the prior completion of this PFA;
 - (vi) the prior completion of a Site Specific Agreement in respect of OPA Zone 2;
 - (vii) conditions; and
 - (viii) an agreement securing CIL Reinvestment.
- (P) The IDP sets out the Infrastructure requirements of the Site. It: (i) specifies costs for each item of Infrastructure as set out in the relevant specifications; (ii) splits the Infrastructure requirements between the OPAs; (iii) for some (but not all) requirements, identifies when the Infrastructure is estimated to be delivered; and (iv) ensures a proportionate share of the Infrastructure requirements between the OPAs. The inputs in the IDP will inform the drafting of obligations in the relevant Site Specific Agreements.
- (Q) HIF grant funding has been granted by Homes England to the County Council for the HIF Infrastructure to support the delivery of homes in North Chelmsford (including in relation to the Site). It is acknowledged that the Beaulieu Park Station was Practically Completed and operational in October 2025. The County Council, as recipient of the HIF funding, is required to work positively with the City Council to make reasonable endeavours to maximise the recovery of the HIF funding from developments that have benefited from the HIF infrastructure, including the Site.
- (R) It is agreed that the Stage 1 Masterplan represents a comprehensive vision, ethos and masterplan for the Site and has been prepared and promoted by the Developers in collaboration with the City Council. This PFA is being entered into in order to facilitate continued collaboration between the Developers in order to develop and design compatible strategies to facilitate the comprehensive development of the Site, to include the delivery of the Infrastructure requirements place-making, inclusivity and stewardship. In addition, it is agreed that a PDG will be established (to be constituted and operated in accordance with the arrangements specified in this PFA) to facilitate continued collaboration in respect of the comprehensive delivery of the Site and the Infrastructure requirements.
- (S) In accordance with the shared Stage 1 Masterplan objectives and regulation 122 of the CIL Regulations, it is agreed that this PFA:
 - (i) reflects the core objectives and guiding framework principles set out in the DFD and IDP;
 - (ii) shall guide the submission, content and determination of the OPAs;

- (iii) shall facilitate a comprehensive approach between the Developers for the delivery of the Site; and
 - (iv) sets the framework for the Site Specific Agreements to be entered into pursuant to Section 106 of the 1990 Act which will be required for each OPA.
- (T) It is also agreed that:
- (i) the provisions of this PFA should have effect in order to secure the proper planning of the Site;
 - (ii) the provisions contained in this PFA are: relevant planning considerations concerning the Site; directly related to the proposed development of the Site pursuant to the Applications; fairly and reasonably related in scale and kind to the proposed OPAs for the development of the Site and the Northern RDR Application; and fair and reasonable in all other respects.
- (U) The Parties are authorised to enter into this PFA on the terms and conditions set out below and have accordingly agreed to enter into this PFA to secure the planning obligations contained in this PFA with the intention that the planning obligations would be binding not only upon the Parties but also upon their successors in title and any person claiming or deriving title through under or in trust for them save as otherwise set out in this PFA.
- (V) The Parties agree that nothing in this PFA triggers any positive obligations on the part of the relevant Party in relation to the physical delivery of the Infrastructure requirements for the Site or payment of the HIF Recovery Contribution unless and until such time as the Planning Permission pursuant to the relevant Application(s) has been granted and Implemented and a Site Specific Agreement has been entered into in connection with the relevant Application.

AGREED TERMS

I. DEFINITIONS

- I.1 In this PFA, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

1980 Act means the Highways Act 1980;

1990 Act means the Town and Country Planning Act 1990;

2008 Act means the Planning Act 2008;

A Party means as defined in paragraph 3 of Schedule 2 of this PFA;

A Party Interest Rate means interest at four percent (4%) per annum above the LIBOR or should such rate cease to exist such other comparable rate of interest as shall be agreed by the PDG;

Active Travel Modes means walking, wheelchair and mobility scooters, cycling and other user-propelled modes;

Affordable Housing means affordable housing for sale or rent for eligible households whose needs are not met by the market and which falls within the definition of 'Affordable Housing' set out in Annex 2 of the NPPF (as may be amended or substituted from time to time);

Affordable Housing Requirement means the following:

- (a) for OPA Zone 1 not less than thirty-five percent (35%) of the Dwellings shall be provided as Affordable Housing;
- (b) for OPA Zone 2 not less than thirty-five percent (35%) of the Dwellings shall be provided as Affordable Housing; and
- (c) for OPA Zone 3 not less than twenty-nine percent (29%) of the Dwellings shall be provided as Affordable Housing (comprising a mix of thirty-five percent (35%) of the open market Dwellings and twenty percent (20%) of the Build to Rent Dwellings);

PROVIDED THAT such Affordable Housing Requirement for each OPA Zone may be updated or altered in a Site Specific Agreement for the relevant OPA Zone following a Resolution for an Application;

Affordable Housing Scheme means a scheme to be submitted for approval in writing by the City Council pursuant to the relevant Site Specific Agreement for each OPA Zone specifying the location, quantum, tenure mix, type and size of the Affordable Housing Units in respect of that OPA Zone PROVIDED THAT, for the avoidance of doubt, the detailed obligations for the quantum, delivery, provision, phasing, management, eligibility criteria and tenures are to be set out in the relevant Site Specific Agreement for each OPA;

Affordable Housing Units means the Dwellings within a Development that are provided as Affordable Housing;

All Reasonable Endeavours means that the Party responsible for the performance must exert itself to do everything that a reasonably competent and energetic party would do to achieve the desired objective, ensuring that all reasonable paths or actions are exhausted;

All Through School means the schools to be provided on the All Through School Site;

All Through School Site means the land (being 12.15 hectares) as shown for indicative purposes only coloured blue on Plan [4];

Applications means (collectively) the OPAs and the Northern RDR Application as submitted to the City Council and bearing the reference numbers set out in the recitals to this PFA and **Application** shall be construed as meaning any one of such applications as the context requires;

Beaulieu Park Station means the new railway station on the Great Eastern Main Line situated between Chelmsford to the west and Hatfield Peverel to the east;

BNG means biodiversity net gain which is an approach to development that aims to leave the natural environment in a measurably better state than it was beforehand;

BNG Site Wide Strategy means the biodiversity net gain strategy dated 30 August 2023 as approved by the City Council and appended at Appendix [3] of this PFA which identifies the measures which are proposed to be taken to endeavour to achieve the aspirational Site-wide twenty percent (20%) BNG target and sets out the implementation strategy for such measures and which shall be reviewed and monitored through the forum of the PDG and is subject to the monitoring requirements in Clause 19 of this PFA;

Build to Rent means purpose built housing that is typically one hundred percent (100%) rented out which falls within the definition of "Build to Rent" as set out in Annex 2 of the NPPF (as may be amended or substituted from time to time);

Build to Rent Dwelling(s) means a unit of accommodation which is Build to Rent;

Car Club Provisions means, in respect of each OPA Zone, the following (unless otherwise agreed in writing by the Councils):

- (a) appointment of a car club operator with responsibility for establishing and operating a car club and providing vehicles for the exclusive use of the car club;
- (b) provision and maintenance of an agreed number of dedicated car parking spaces that are reserved exclusively for the car club for the lifetime of the Development (or the relevant part of it);
- (c) provision and maintenance of electric vehicle charging facilities if required by the car club operator;
- (d) marketing (for an agreed period) of the car club including details as to how residents of the Development can become a member of the car club and an explanation of the benefits of membership;
- (e) making the car club available for use by residents and businesses within the Development (or the relevant part of it) and Chelmsford; and
- (f) submission of an annual monitoring report to the TRG for an agreed period (which shall be identified in the relevant Site Specific Agreement) to include but not limited to details of the usage of the car club(s) over the preceding twelve (12) month period and to be included as part of the periodic monitoring and review of the relevant Travel Plans;

Car Parking Management Strategy means a strategy to manage car parking across the Site with the objectives that include but are not limited to contributing to the achievement of the Site-wide sixty percent (60%) modal share target as set out in the Monitor and Manage Strategy, managing use of areas in line with the vision and ethos for the CGC as set out in the DPD with the objective of making a high quality place and managing the local road network in compliance with the NPPF;

Certificate of Completion means in relation to:

- (a) the Northern RDR, it shall have the same meaning as in the Northern RDR Agreement; and
- (b) the Domsey Lane Mitigation, it shall have the same meaning as in the Highway Works Agreement(s) to be entered into between (i) all parties with a legal interest in the land subject to the Domsey Lane Mitigation; and (ii) the County Council (in its capacity as the relevant highway authority) under section 38 and/or section 278 of the 1980 Act and/or any other enabling legislation to secure the construction and Completion of the Domsey Lane Mitigation;

CGC means the Chelmsford Garden Community which is allocated in the Local Plan as strategic growth site policy 6 (known as North East Chelmsford);

Chelmsford North East Bypass means the new 4.6km single carriageway bypass between the Beaulieu development and a new roundabout on the A131 at Chatham Green;

Chelmsford North East Bypass Section 1a means section 1a of the Chelmsford North East Bypass to be constructed within the land shown for illustrative purposes only edged in blue on Plan [7] a copy of which is at 0;

CIL means the community infrastructure levy introduced by Part 11 of the 2008 Act, the CIL Regulations and any other regulations made in relation to the community infrastructure levy;

CIL Reinvestment means the use of CIL collected from a Development towards the funding of Infrastructure;

CIL Regulations means the Community Infrastructure Levy Regulations 2010 (as from time to time amended) and any other regulations made in relation to CIL under Part 11 of the 2008 Act;

Commercial Units means a commercial building on employment land or mixed use land within the Site;

Community Facilities means the social, recreational and cultural facilities to be provided in each OPA Zone as set out in the DFD and the IDP;

Completion means, in respect of:

- (a) the Northern RDR (or the relevant part of it), complete in all material respects such that it is available for use by traffic as evidenced by the issue (by, or on behalf of) the County Council of a Certificate of Completion; and
- (b) the Domsey Lane Mitigation (or the relevant part of it), complete in all material respects such that it is available for use by traffic as evidenced by the issue (by, or on behalf of) the County Council of a Certificate of Completion,

and **Completed** shall be construed accordingly;

Councils means the City Council and/or the County Council as the context permits and **Council** shall be construed accordingly;

Deed of Adherence means a deed to be entered into pursuant to section 106 of the 1990 Act upon the completion of the Site Specific Agreement for OPA Zone 2 required in order to enable the grant of Planning Permission for OPA Zone 2 in which Threadneedle covenants that it will be bound by the obligations contained within this PFA when carrying out the Development of OPA Zone 2;

Detailed Design Code means a detailed design code (which shall be in broad conformity with the approved Site Wide Design Principles Document) to apply for each OPA Zone setting out the proposed vision and key design principles for each OPA Zone and **Detailed Design Codes** shall be construed accordingly;

Developer means each and any of Ptarmigan, Countryside L&Q and Halley (as the context requires) and any other party (with a legal interest in the Site) which carries out the Development or enters into an agreement for the carrying out of the Development of the Site (or the relevant part of it) pursuant to a Planning Permission or purchases part of the Site for redevelopment;

Developers means (collectively) Ptarmigan, Countryside L&Q, and Halley and any other party which has a legal interest in the Site and carries out the Development of the Site or enters into an agreement for the carrying out of the Development of the Site in each case pursuant to a Planning Permission or purchases part of the Site for redevelopment PROVIDED ALWAYS for the avoidance of doubt that any works pursuant to or in accordance with the Minerals Planning Permissions shall not be regarded as carrying out the Development;

Developer Financial means those items of Infrastructure specified in the IDP to be delivered by the City Council and the County Council (as the case may be) and in respect of which the Developers are to make financial contributions as set out in the IDP;

Developer Physical means those items of Infrastructure specified in the IDP to be delivered by the Developers as set out in the IDP;

DFD means the development framework document dated 16 January 2023 for the Site based on the Garden City Principles approved by the City Council and the County Council which is a material consideration for planning purposes for the determination of the Applications as may be amended from time to time with the written approval of the City Council (in consultation with the County Council) PROVIDED THAT any future variations to the DFD do not apply to any Reserved Matters submitted or deed(s) of variation to a Site Specific Agreement entered into on or before the date such variation(s) take effect;

Developers Guide to Infrastructure Contributions means the Essex County Council Developers Guide to Infrastructure Contributions Revised 2024 publication;

Development means development anticipated by an Application and/or in accordance with a Planning Permission;

Dwelling means a unit of residential accommodation constructed as part of the Development or created by conversion of an existing building on the Development and **Dwellings** shall be construed accordingly;

Domsey Lane Active Travel Link means the active travel link to be provided on that part of Domsey Lane as shown illustratively shaded purple on Plan 8;

Domsey Lane Mitigation means Domsey Lane Mitigation (OPA Zone 1) and Domsey Lane Mitigation (OPA Zone 3);

Domsey Lane Mitigation (OPA Zone 1) means the provision of:

- (a) a size 3 turning head (in accordance with the Essex Design Guide) on the eastern side of Domsey Lane within parcel CH7; and
- (b) bollards to restrict vehicular through access on Domsey Lane,

as shown illustratively shaded in blue on Plan [8];

Domsey Lane Mitigation (OPA Zone 3) means the provision of:

- (a) a size 3 turning head (in accordance with the Essex Design Guide) on the western side of Domsey Lane within parcel I6; and
- (b) bollards to restrict vehicular through access on Domsey Lane,

as shown illustratively shaded in red on Plan [8];

Early Years Provision (Co-Located) means four (4) co-located early years facilities at each of the OPA 1 & OPA 2 Primary Schools capable of accommodating children up to the age of four (4) and for the purpose set out in the relevant Site Specific Agreement, which shall broadly accord with the following specification and the IDP (unless otherwise agreed in writing by the County Council):

- (a) fifty six (56) places;
- (b) approximately (but not less than) 324 sqm (gross internal area) at ground floor together with approximately (but not less than) 290 sqm of outdoor space including play space (with shared parking facilities);

Early Years Provision (Standalone) means four (4) standalone facilities comprised of either (a) a standalone single storey facility or (b) a ground floor facility as part of a two (2) or more storey building (with Use Class E or other compatible uses on the floor directly above the facility), capable of accommodating children up to the age of four (4) and for the purpose set out in the relevant Site Specific Agreement, which are proposed to be located in each of the proposed village centres across the Site and shall broadly accord with the following specification and the IDP (unless otherwise agreed in writing by the County Council):

- (a) fifty six (56) places;
- (b) shell and core
- (c) approximately (but not less than) 324 sqm (gross internal area) at ground floor together with approximately (but not less than) 290 sqm of outdoor space including play space (with shared parking facilities); and
- (d) a design to be complementary with the related village centre;

Education Contributions means the education contributions for each OPA to be in accordance with the Education Strategy and the IDP and to be secured in the relevant Site Specific Agreement for each OPA Zone and **Education Contribution** shall be construed accordingly;

Education Index means the index to be specified in the relevant Site Specific Agreement which shall be, unless otherwise agreed in writing by the County Council, the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index);

Education Provision means together:

- (d) the Early Years Provision (Standalone);
- (e) the Early Years Provision (Co-Located);
- (f) the Primary Provision;
- (g) the Secondary Provision;
- (h) the Sixth Form Provision; and

(i) the SEN Provision;

Education Site means the All Through School Site, the OPA 1 Primary School Site, and/or the two (2) OPA 2 Primary School Sites as the context requires and **Education Sites** shall be construed accordingly;

Education Site Specification means the relevant criteria to which the Education Site must comply as set out in the Developers Guide to Infrastructure Contributions, subject to any exemptions as may be set out in the relevant Site Specific Agreement;

Education Strategy means the approved Site-wide education strategy dated July 2025, a copy of which is at Appendix [5] to this PFA;

ERG means the education review group to be constituted and operated in accordance with the provisions specified in paragraph 1 of Schedule 2 of this PFA;

Expert means a person with no less than 10 (ten) years recent and relevant experience;

Extra Items means (if applicable) those additional items of infrastructure which the City Council and/or the County Council (as the case may be) may in the exercise of their discretion and statutory functions require at the OPA determination stage which are not part of the Infrastructure requirements for the Site as particularised in the IDP and which the City Council and/or the County Council (as the case may be) is satisfied meet the requirements of Regulation 122 of the CIL Regulations and **Extra Item** shall be construed accordingly;

Force Majeure Event means an unforeseen event beyond the reasonable control of the affected party which delays or prevents such party from performing its obligations under this PFA including (without limitation) any strike, act of God, pandemic, war, riot, civil commotion, compliance with a law or government order, rule, regulation or direction, accident, fire flood and storm;

Garden City Principles means the Town and Country Planning Association Garden City Principles appended at Appendix [4] of this PFA;

Grant means the date on which a decision notice granting Planning Permission is issued and for the avoidance of doubt a Resolution does not constitute a grant of Planning Permission and **Granted** shall be construed accordingly;

Grant Date means the date of when a Planning Permission is Granted;

Grant Funding means HIF or such other grant funding available or to be made available by National Highways Limited and/or any governmental body (including, for the avoidance of any doubt, the Department for Transport) for the purposes of contributing towards the HIF Infrastructure or such other infrastructure expenditure incurred or to be incurred by a grant recipient in delivering or procuring the delivery of housing infrastructure works to facilitate the delivery of further housing within the North East Chelmsford to Braintree area and **Grant Funded** shall be construed accordingly;

Great Belsteads Education Site means the Education Site (being 2.4 hectares) being part of the Early Years Provision (Co-Located) and part of the SEN Provision as shown for indicative purposes coloured orange on Plan 4 together comprising the OPA 1 Primary School;

Hawthorne Education Site means the Education Site (being 2.1 hectares) being part of the Early Years Provision (Co-Located) as shown for indicative purposes coloured dark purple on Plan [4] being one of the OPA 2 Primary Schools;

HIF means the housing infrastructure fund comprising funding made available or to be made available by Homes England for the purposes of contributing towards the HIF Infrastructure or other infrastructure expenditure incurred or to be incurred by a grant recipient in delivering or procuring the delivery of housing infrastructure works to facilitate the delivery of further housing within the North East Chelmsford to Braintree area;

HIF Infrastructure means:

- (a) the Chelmsford North East Bypass;
- (b) the Beaulieu Park Station;
- (c) the Junction 19 Scheme; and
- (d) the Roundabout 5 Scheme;

HIF Infrastructure Timetable means the timetable for delivery of the HIF Infrastructure, being:

- (a) Practical Completion of Chelmsford North East Bypass Section 1a by 31 March 2027;
- (b) Practical Completion of the Junction 19 Scheme by 31 December 2028; and
- (c) Practical Completion of the Roundabout 5 Scheme in accordance with the programme notified in writing by the County Council pursuant to Clause [19] of this PFA,

PROVIDED THAT, for the avoidance of any doubt, it is acknowledged and agreed that Beaulieu Park Station was Practically Completed and open to the public in October 2025;

HIF Recovery Contribution means a financial contribution calculated for each OPA as referred to in the Site Wide Baseline Viability Assessment, which is based on the sum of ten thousand and four pounds (£10,004) per Dwelling in accordance with the related grant determination agreement as entered into between the County Council and Homes England;

Highways Works Agreement means an agreement entered into with the County Council (in its capacity as a highway authority) under section 38 and/or section 278 of the 1980 Act and/or any other enabling legislation;

IDP means the infrastructure delivery plan (including all specifications, stages and indicative costs plans for each of the identified items of infrastructure) dated [X], as approved by the City Council and the County Council, which defines the Infrastructure requirements of the CGC and apportions indicative costs and triggers in respect of them across the OPA Zones and a copy of the extracted narrative report of the plan together with attachments [X] can be found at Appendix 7 to this PFA;

IDP Working Group means the group comprising representatives of the Developers and the Councils working collaboratively to monitor and review progress of the Development

against the IDP to be constituted and operated in accordance with the arrangements specified at Clause 17 of this PFA;

IDP Working Group Terms of Reference means the terms of reference for the IDP Working Group to be agreed in accordance with Clause [16] of this PFA;

Implementation means the commencement of the Development pursuant to a Planning Permission by the carrying out of any material operation within the meaning of section 56(2) and (4) of the 1990 Act PROVIDED ALWAYS that for the purposes of the PFA any Site Preparation Works shall not be taken to be a material operation and shall not amount to Implementation and **Implement** and **Implemented** shall be construed accordingly;

Index Linked means:

(a) in relation to the Education Contribution, an increase in any Education Contribution with reference to the Education Index by application of the following formula:

amount payable = the amount of the relevant Education Contribution x (B/A) where:

A = either:

the figure for the Education Index in respect of a relevant Education Contribution (excluding the Temporary Education Support Fund) which was published in Q4 2024; or

the figure for the Education Index in respect of the Temporary Education Support Fund which was published in Q1 2024;

B = the figure for the Education Index for the calendar month in which the relevant Education Contribution (or the relevant instalment of it) is due to be paid in accordance with the relevant Site Specific Agreement PROVIDED THAT for the avoidance of any doubt where an Education Contribution is expressed as being 'up to' or otherwise capped, then such capped figure shall still be subject to upwards only Index Linking above the level of the cap; and

(b) in relation to the Infrastructure Contribution, an increase in any contribution with reference to the relevant index as set out in the IDP,

and **Index Linking** shall be construed accordingly;

Infrastructure means the full list of infrastructure requirements for the CGC (both Developer Physical and Developer Financial) summarised in [Tab 1 of the IDP and detailed in Tabs 2-8 of the IDP] which it is agreed are necessary for the CGC to proceed;

Infrastructure Contributions means the contributions payable by each Developer to the City Council and/or the County Council (as the case may be) for the Developer Financial Infrastructure requirements of the CGC as specified in the IDP to be secured in the Site Specific Agreements;

Junction 19 Land means the land shown on Plan 9 being the land required to deliver the Junction 19 Scheme;

Junction 19 Scheme means the works to junction 19 of the A12 trunk road (also known as Boreham Interchange), whether these works are part of the strategic road network or local road network, which would mitigate the likely impact of the CGC on the strategic road

network and the local road network details of which are appended at Appendix 12 to this PFA and are noted in the IDP;

Landowner means each and any of Threadneedle, Hanson, Ptarmigan, CLQ Beaulieu and Halley as the context requires and includes their successors in title and assigns from time to time;

Landowners means (collectively) Hanson, Ptarmigan, Threadneedle, CLQ Beaulieu and Halley and includes their successors in title and assigns from time to time and those deriving title under them;

Local Plan means the Chelmsford Local Plan adopted by the City Council on 27 May 2020;

Long Stop Date means 1 January 2029 or such other date as the Parties shall expressly agree in writing;

Market Housing Unit means a Dwelling or Dwellings to be constructed as part of the Development of an OPA Zone which is/are not an Affordable Housing Unit;

Market Sector Rent means an estimate of market rent inclusive of all service charges at the time the tenancy is granted that is based on a valuation in accordance with a method recognised by the Royal Institution of Chartered Surveyors taking into account the rent for the early years and childcare sector being assessed at the relevant time;

Minerals Lease means the lease dated 20 December 2021 and entered into between Threadneedle and Hanson for a term ending on 31 December 2040 (as may be amended or varied) in respect of land forming part of OPA Zone 2;

Minerals Planning Agreement means an agreement dated 21 June 2024 entered into under section 106 of the 1990 Act (and all other enabling powers) between (1) the County Council (2) the City Council (3) Threadneedle and (4) Hanson and any variations to it from time to time or any planning agreement required to be entered into in respect of the Minerals Planning Permissions;

Minerals Planning Permissions means the following planning permissions granted by the County Council in respect of OPA Zone 2 (and other land):

- (a) planning permission (reference number ESS/147/20/CHL) dated 10 July 2024;
- (b) planning permission (reference number ESS/148/20/CHL incorporating ESS/37/15/CHL) dated 9 July 2024; and
- (c) planning permission (reference number ESS/36/13/CHL) dated 9 July 2024,

including any future amendments and/or variations to any of them;

Modal Share Area means that part of the Site as illustrated in the Monitor and Manage Strategy (see **Figure 1 of Appendix A of Appendix 6 to this PFA**);

Monitor and Manage Fund means the fund to the maximum value of three million eight hundred and seventy-eight thousand one hundred and eighteen pounds (£3,879,118), excluding any CIL receipts, as set out in the Monitor and Manage Strategy which may be used by the County Council in accordance with the Monitor and Manage Strategy in the event that interim and final mode share targets as specified in the Monitor and Manage Strategy have

not been achieved in a Modal Share Area PROVIDED THAT any apportionment of this fund between each OPA Zone shall be identified in the IDP;

Monitor and Manage Strategy means the agreed strategy which is appended at Appendix [6] to this PFA, as may be amended from time to time subject to the written approval of the Developers and the Councils (but such amendment(s) shall not amend the value of the Monitor and Manage Fund), and sets out how the impacts of the Development on the transport network will be monitored and further mitigation measures identified if required. The strategy includes the following details:

- (a) the proposed interim mode share targets for each Modal Share Area;
- (b) the proposed final mode share target for each Modal Share Area;
- (c) the proposed operation of the strategy including how it would be funded if it is required (which, in addition to the Monitor and Manage Fund, subject to Clause [x] may include CIL Reinvestment);
- (d) the method (and timing/programming) of surveys to be carried out in order to ascertain whether an interim mode share target and/or a final mode share target (as the case may be) has been achieved;
- (e) the procedure for proposing mitigation measures on which the Monitor and Manage Fund would be spent;

Movement Strategy means the 'Movement Strategy' as set out at the section titled 'The Vision – Promoting Active Travel, Inclusive Villages and 15 Minute Neighbourhoods; Land Use and Access Plan, and Guiding Framework Principles: Movement Strategy' and including A1 – A4 (inclusive) and A6 of the DFD;

Necessary CIL Approvals means all necessary consents and approvals (both internal and external) and compliance with relevant processes as the City Council is required to secure pursuant to the Subsidy Control Act 2022 (as may be amended or substituted from time to time) to authorise CIL Reinvestment;

Necessary Consents means such consents as are necessary for the construction (temporary or otherwise) and/or use of the Development (or any part of it) or to secure compliance with any provision of this PFA pursuant to paragraph 13 of 0 of this PFA;

Northern RDR means the northern radial distributor road to be constructed within the land shown for illustrative purposes edged in red on Plan [5] a copy of which is at 0;

Northern RDR Agreement means an agreement entered into between: (i) all parties with a legal interest in the Northern RDR Land; and (ii) the County Council (in its capacity as the relevant highway authority) under section 38 and/or section 278 of the 1980 Act and/or any other enabling legislation to secure the construction and Completion of Northern RDR, which shall include (without limitation) the following matters (unless otherwise agreed in writing by the County Council):

- (a) securing of a bond from a reputable surety or a parent company guarantee (or equivalent) in favour of the County Council in each case in the form and on terms that are approved in writing by the County Council and in the sum that is equivalent to the projected cost of constructing and Completing Northern RDR plus a contingency of ten percent (10%) so as to ensure that third party funds are available

(if necessary in the event of any default by Halley) to enable the County Council (including its contractors) to Complete the Northern RDR (at no cost to the County Council) in accordance with the Northern RDR Programme (as may be varied from time to time with the written approval of the City Council and the County Council (in consultation with the Developers);

- (b) payment of the County Council's inspection fees, maintenance fees, supervision fees and any other related fees as the County Council may reasonably require in order to ensure compliance with the Northern RDR Agreement (to the extent that such fees have not already been paid to the County Council prior to completion of the Northern RDR Agreement);
- (c) payment of the County Council's legal, administrative and other fees and disbursements that are associated with preparation, negotiation and completion of the Northern RDR Agreement;
- (d) preparation and advance approval of the technical detail of Northern RDR, drawings and any necessary traffic management measures arising out of construction and Completion of Northern RDR;
- (e) certification and maintenance of Northern RDR;
- (f) an indemnity in favour of the County Council in respect of any future claims that are made pursuant to the Land Compensation Act 1973 and/or the Noise Insulation Regulations 1975 (as amended) and any other indemnity that the County Council may reasonably require in association with the carrying out and Completion of Northern RDR;
- (g) dedication of land as public highway and its subsequent adoption by the County Council (as applicable, including in phases if agreed by the County Council); and
- (h) the costs that are reasonably and properly incurred by the County Council in progressing and implementing any traffic regulation orders (and/or other statutory processes) that are required in order to secure the carrying out and Completion of Northern RDR (to the extent that such costs have not already been paid to the County Council prior to Completion of Northern RDR Agreement);

Northern RDR Application means the planning application for Northern RDR as made on behalf of Halley and validated by the City Council under reference number 23/00114/FUL (as may be amended or varied from time to time pursuant to Section 96A or Section 73 of the 1990 Act or a new planning permission for a substantially similar development directly creating a connectivity between the Chelmsford North East Bypass and Essex Regiment Way);

Northern RDR Land means the land required for the provision of Northern RDR (including land for its construction (temporary or otherwise) and relevant mitigation arising out of its construction and/or operation)) as shown for illustrative purposes edged in red on Plan [5] (or such other land as is agreed from time to time in accordance with this PFA);

Northern RDR Long Stop Date means 31 December 2027 or such later date as is agreed in writing between Halley and the County Council (in consultation with the other Developers and the City Council);

Northern RDR Permission means the planning permission granted pursuant to the Northern RDR Application;

Northern RDR Programme means the approved programme for the delivery and Completion of Northern RDR, a copy of which is at Appendix [1] to this PFA (or such other programme as is approved in writing by the City Council in consultation with the County Council from time to time);

Northern RDR Land Safeguarding Period means the period of time beginning from the date of this PFA and expiring on the tenth (10th) anniversary of the date of Grant of the last OPA or 31 December 2040 (whichever is the later);

NPPF means the Government's National Planning Policy Framework dated December 2024 (or any amendment or replacement thereof);

Occupation means occupation of the Development (or any part of it) for which Planning Permission has been granted PROVIDED ALWAYS THAT this shall not include occupation for fitting out purposes, security and/or marketing and **Occupy** and **Occupied** shall be construed accordingly;

OPAs means the outline or hybrid planning application(s) that are submitted from time to time in respect of the OPA Zones and **OPA** shall be construed accordingly;

OPA 1 Primary School means a primary school on the Great Belsteads Education Site as specified in the relevant Site Specific Agreement;

OPA 2 Primary Schools means primary schools on the following:

- (a) the Willow Hill Education Site;
- (b) the Park Farm Education Site; and
- (c) the Hawthorne Education Site,

as specified in the relevant Site Specific Agreement;

OPA Specific Viability Assessment means an assessment which:

- (a) is informed by the Site Wide Baseline Viability Assessment;
- (b) is consistent with the Site Wide Baseline Viability Assessment insofar as the assessment includes those Site Wide Fix Items allocated to the relevant OPA; and
- (c) considers the viability of the relevant OPA Zone,

and **OPA Specific Viability Assessments** shall be construed accordingly;

OPA Zone means each and any of OPA Zone 1, OPA Zone 2 and OPA Zone 3 as the context requires and **OPA Zones** shall be construed accordingly;

OPA Zone 1 means that part of the Site as shown illustratively edged in pink on Plan [2];

OPA Zone 2 means that part of the Site as shown illustratively edged in red on Plan [2];

OPA Zone 3 means that part of the Site as shown illustratively edged in blue on Plan [2];

Open Space means all strategic landscaping (including any sustainable urban drainage systems), parks and recreational open space, incidental natural/semi-natural open space, noise bunds and outdoor sports facilities (excluding school sports pitches) within the Development (or as may otherwise be defined in a Site Specific Agreement);

Open Space Specification means a specification in relation to the Open Space provision to be agreed between the relevant Developers pursuant to suitably worded conditions in the Planning Permission or planning obligations in the Site Specific Agreement for each OPA Zone;

Option Agreement means the option over the Threadneedle Land and the land owned by Hanson entered into between Threadneedle, Countryside L&Q, and Hanson dated 16 September 2021 pursuant to which Countryside L&Q has an option to draw down land within OPA Zone 2 (as may be amended or varied);

Park Farm Education Site means the Education Site (being 2.1 hectares) being part of the All Through School Site and comprising one of the OPA2 Primary Schools and shown for indicative purposes [X] on Plan [X];

Parking Standards means the numeric and spatial standards for provision of parking spaces for vehicles and cycles including variants to be applied to the Development in accordance with the approach set out in the DFD and where the DFD is silent in accordance with the 2024 Essex Parking Guidance;

Party means the parties to this PFA including their respective successors in title and those deriving title from them, as the context requires and **Parties** shall be construed accordingly;

PDG means the progress delivery group comprising representatives of the Developers, the City Council and the County Council to be constituted and operated in accordance with the arrangements specified at Clause [20] of this PFA;

PDG Members means the appointed representatives of the Developers, the City Council, and the County Council who are members from time to time of the PDG;

PDG Terms of Reference means the terms of reference for the PDG to be agreed in accordance with Clause [20] of this PFA;

PFA means this deed of agreement;

Plan 1 means drawing number 0166E_S_01 rev D2, a copy of which is at 0;

Plan 2 means drawing number 0166E_S_02 rev D1, a copy of which is at 0;

Plan 3 means drawing number 0166E_S_03 rev D11, a copy of which is at 0;

Plan 4 means drawing number 0166E_S_05 rev D4, a copy of which is at 0;

Plan 5 means drawing number 11098-02-005 D, a copy of which is at 0;

Plan 6 means drawing number 0166E_S_04 rev D4, a copy of which is at 0;

Plan 7 means drawing number CNEB-SIA-NRDR-001 P01, a copy of which is at 0;

Plan 8 means the drawing marked 'Figure 1' and entitled 'Illustrative Domsey Lane Mitigation', a copy of which is at 0;

Plan 9 means drawing number LP/001 rev P02, a copy of which is at 0;

Plan 10 means drawing number [X], a copy of which is at 0;

Plan 11 means drawing number [CNEB-SIA-NRDR-001 P03], a copy of which is at 0;

Policy SGS6 means Strategic Growth Site 6 in the Local Plan;

Planning Permission means a planning permission granted pursuant to an Application together with any modification of such a planning permission under Section 73 and/or Section 96A of the 1990 Act and/or any other planning permission granted after the date of this PFA that is for a development on the Site (or any part of it) of a similar nature as applied for in an Application and excluding for the avoidance of doubt any planning permission applied for from the County Council for the purpose of carrying out mineral extraction or restoration or ancillary matters thereto;

PPA means a planning performance agreement entered into or to be entered into by the relevant Developer and the City Council and/or the County Council (as the case may be) for each OPA regulating matters such as timescales, arrangements, actions and resource for handling the OPAs;

Practical Completion means the issue of a certificate of practical completion in respect of the Development and related Infrastructure or the HIF Infrastructure (as the context permits) or any part thereof by the relevant Party's architect surveyor engineer or other relevant professional advisor or in the event that such development is constructed by another Party other than the relevant Party the issue of such a certificate by that other party's architect surveyor engineer or other relevant professional advisor and the words **Practically Completed** and **Completed** shall be construed accordingly;

Primary Provision means the OPA 1 Primary School and the OPA 2 Primary Schools;

Primary School means any of the OPA 1 Primary School and the OPA 2 Primary Schools (as the context permits);

Primary School Sites means each of the Great Belsteads Education Site, the Hawthorne Education Site, the Park Farm Education Site and the Willow Hill Education Site;

Public Open Space means the Open Space specified in the Site Specific Agreements which are for use by the public excluding private gardens and courtyards and landscaping that are associated with individual Dwellings and/or Commercial Units;

Quarter Day means 31 March, 30 June, 30 September, and 31 December of each year;

Reasonable Endeavours means that the Party responsible for the performance must exert itself to take those reasonable steps which a prudent and determined person anxious to achieve the desired objective would take, including within the constraints of the project programme, and for the avoidance of doubt includes the ability to demonstrate that the relevant Party has taken serious and detailed consideration of its contractual commitments pursuant to this PFA and has utilised such reasonable but commercially prudent methods as are likely to achieve the desired result and recognising that such performance is of material importance to enable the result to be achieved PROVIDED THAT this shall not require any

Party to continue with such endeavours if it is clear that to do so would be likely to be futile and FURTHER PROVIDED THAT this shall not require any Party to take any step beyond that which any reasonable commercial company would take to achieve the stated outcome, or which involves beginning or becoming involved in legal proceedings;

Regulator of Social Housing means the Regulator of Social Housing established under Part 1 of the Housing and Regeneration Act 2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation;

Reserved Matters means the details of each of the access, appearance, landscaping, layout and scale in each case within an OPA Zone required to be approved by the City Council pursuant to a Planning Permission together with any other matter described as a reserved matter or equivalent in future legislation and meeting the test of being details that need to be approved prior to commencement of Development;

Resolution means a resolution to grant Planning Permission PROVIDED THAT, for the avoidance of any doubt, such resolution may be subject to the imposition of planning conditions and/or a requirement to complete a Site Specific Agreement before the related Planning Permission is granted;

Resolution Date means 15 December 2025 being the date when the City Council (acting by its Planning Committee) made a Resolution for the first OPA;

Right to Acquire means (in accordance with The Housing (Right to Acquire) Regulations 1997) a scheme giving eligible tenants a statutory right to buy the home they currently rent from an eligible public sector landlord at a discount. Properties eligible for the scheme are those: (a) built or bought by a housing association after 31 March 1997 (and funded through a social housing grant provided by the Housing Corporation or local council) or (b) transferred from a local authority to a housing association after 31 March 1997. The landlord must be registered with the Regulator of Social Housing;

[Roundabout 5 Land means the land shown edged [X] on Plan 10;

Roundabout 5 Land (Proposed) means such parts of the Roundabout 5 Land required to deliver the Roundabout 5 Scheme notified to the Developers pursuant to clause 19.1.12(e) ;

Roundabout 5 Notice means the notice to be served by the County Council pursuant to clause 19.1.14 identifying:

a) the Roundabout 5 Land (Proposed); and

b) those parts of the Roundabout 5 Land (Proposed) upon which the Roundabout 5 Scheme will be located (the "**Permanent Land**") and those parts required temporarily to enable construction of the Roundabout 5 Scheme (the "**Temporary Land**");

Roundabout 5 Land (Final) means the extent of the Roundabout 5 Land approved by the relevant Parties pursuant to paragraph 19.1.15 (which shall identify the land over which the Roundabout 5 Scheme will be located (the "**Permanent Land (Final)**") and those parts required temporarily to enable construction of the Roundabout 5 Scheme (the "**Temporary Land (Final)**")) provided that the area shown [X] shall not be required as Permanent Land and shall only be required as Temporary Land unless otherwise approved by the relevant owner of that land;;

Roundabout 5 Scheme means works to 'roundabout 5' on the A131 (also known as the Station Access Roundabout for Beaulieu Park Station);] **[NOTE: THESE DEFINITIONS ARE NOT AGREED AND ARE SUBJECT TO FURTHER NEGOTIATION BETWEEN THE RELEVANT PARTIES]**

RP or Registered Provider means a provider of social housing registered under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 or other body having purposes which include the provision and management of Affordable Housing secured by regulation or in their memorandum or articles or equivalent as an objective or other established and suitably experienced manager of Affordable Housing;

Safeguard means in relation to the Northern RDR Land not to construct or install on, over or under any temporary or permanent structures or create any encumbrances other than the carrying out of mineral extraction or restoration works or any activities ancillary thereto as may be required or permitted pursuant to a planning permission or planning agreement(s) from time to time and for the avoidance of doubt does not restrict access to or across the relevant land for the purpose of carrying out surveys or site investigations;

Safe Route to School means a safe route to school as identified in the Safe Routes to School Specification;

Safe Routes to School Specification means the Safe Routes to School Specification dated June 2025 as appended at Appendix [8] to this PFA;

Schools Design Guidance means the Essex Design Guide supplementary known as the Schools Design Guidance as set out at the following website:

<https://www.essexdesignguide.co.uk/supplementary-guidance/schools-design-guidance/>

Secondary Provision means the All Through School;

SEN Provision means specialist education accommodation, both on-site and off-site, to accommodate the needs of the development;

Site means the land as shown edged red on Plan [1] and known as the Chelmsford Garden Community against which the provisions of this PFA may be enforced;

Site Preparation Works means the following works, which, for the purposes of Implementation, shall not be works constituting a material operation:

- (a) site clearance and excavation;
- (d) ground investigation and/or site survey work;
- (e) erection of boundary fencing or hoarding;
- (f) archaeological investigation;
- (g) works of decontamination or remediation or reclamation;
- (h) the laying and construction of drains and other services;
- (i) the carrying out of service diversion works;
- (j) temporary works accesses or structures; and

- (k) the mineral extraction and restoration works and/or silt lagoon restoration works (and any ancillary works) required or permitted pursuant to or associated with the Minerals Planning Permissions or Minerals Planning Agreements from time to time;

Site Specific Agreement means a planning obligation to be entered into under section 106 of the 1990 Act (and in accordance with this PFA) (and such other enabling powers) relating to a grant of a Planning Permission which shall be entered into between the relevant Parties in connection with the relevant OPAs for the Development of the Site to include relevant provisions for indexation and **Site Specific Agreements** shall be construed accordingly;

Site Specific Fix Items means, in respect of each OPA, the following matters:

- (a) the relevant Developer Physical items to be delivered by that OPA as identified in the IDP;
- (b) the costs to that OPA of delivering the relevant Developer Physical items at (a) above (including on an apportioned basis, as appropriate) as identified in the IDP;
- (c) the relevant Developer Financial items for that OPA as identified in the IDP;
- (d) the specification of the relevant Infrastructure items at (a) - (c) above for that OPA as identified in the IDP;

Site Wide Baseline Viability Assessment means the Site-wide viability assessment titled [x], dated [x] as prepared by [X] and approved by the City Council at the date of this PFA which:

- (a) informs the deliverability and viability of the Site as a whole and sets the baseline for OPA Specific Viability Assessments (subject to the terms of this PFA);
- (b) determines what amount (if any) of the HIF Recovery Contribution can be paid towards delivery of the HIF Infrastructure; and
- (c) comprises an indicative amalgamation of the OPA Specific Viability Assessments in respect of each of the OPAs;

Site Wide Bus Strategy means the Site-wide bus strategy dated April 2025 as approved by the Councils and appended at Appendix [9] of this PFA as may be amended in writing from time to time if agreed in writing by the Developers and the Councils (but such amendment(s) shall not amend the value of the contribution set out therein);

Site Wide Design Principles Document means the Site-wide design principles document dated June 2024 as approved by the City Council and appended at Appendix [10] of this PFA;

Site Wide Employment Statement means the Site-wide employment statement dated July 2023 as approved by the City Council and appended at Appendix [11] of this PFA;

Site Wide Fix Items means each of the following:

- (a) those Developer Financial items in respect of education as identified as items A3, A4, A5 and A6 of the IDP;
- (b) Northern RDR as identified as item C22 in the IDP;

- (c) provision of bus services as identified as item C1 of the IDP;
- (d) those elements of the Monitor and Manage Fund as identified as items C10 and C48 of the IDP; and
- (e) the Roundabout 5 Scheme (being a Developer Financial item) as item C2a Rdbt5 of the IDP,

and for the avoidance of doubt the information which is fixed is all the information within the IDP (including the associated specifications) and/or this PFA (as the case may be) relating to each item identified at (a) – (e);

Sixth Form Provision means education facilities for students aged between 16 and 19;

Slot in Application means an application for planning permission to carry out development within the Site in substitution for development (or any part of it) authorised under the relevant Planning Permission;

Slot in Development means development to be carried out pursuant to a Slot in Permission;

Slot in Permission means a planning permission granted pursuant to a Slot-in Application;

Slot in Protocol means the slot in protocol set out in Clause 18 of Schedule 2 of this PFA and to be replicated in each relevant Site Specific Agreement;

Statement of Superseded Development means a statement identifying what (if any) development under the relevant Planning Permission is to be superseded by the Slot in Development such statement to be submitted with a Slot in Application for consideration by the City Council in the determination of the Slot in Application;

Stage 1 Masterplan means (collectively) the DFD, the IDP and this PFA;

Stage 2 Masterplan means the three OPAs and the Northern RDR Application which shall be in broad conformity with the approved Stage 1 Masterplan;

Stewardship Statement means the overarching statement as approved by the Councils which sets out the outline approach to delivering the following matters and is in broad conformity with the DFD and Garden City Principles, namely:

- (a) one Stewardship Vehicle across the Site;
- (b) the promotion of community-led development ensuring high levels of community participation and engagement;
- (l) proposals for appropriately costed and minimised service charges (subject to changes pursuant to the Stewardship Vehicle's governance framework) (if service charges are applicable);
- (m) the Stewardship Vehicle as a not for profit entity or charitable vehicle;
- (n) proposals for the inclusion of Community Facilities within the remit of the Stewardship Vehicle (or equivalent); and

- (o) other funding streams to be made available to the Stewardship Vehicle including the provision of commercial income generating assets;

a copy of which is at Appendix [2] to this PFA;

Stewardship Vehicle means the not for profit or charitable legal body/structure to be established in accordance with the Stewardship Statement;

Stewardship Vehicle Business Plan means the overarching plan to demonstrate the financial autonomy of the Stewardship Vehicle for the lifetime of the Development which shall include (amongst other things) details as to the income generating assets to be transferred to the Stewardship Vehicle and which shall be in broad conformity with the approved Stewardship Statement;

Sustainable and Active Travel Modes means both the Sustainable Travel Modes and the Active Travel Modes;

Sustainable Travel Modes means any efficient, safe and accessible means of transport with overall low impact on the environment including (without limitation) ultra low and zero emission vehicles, car sharing and public transport;

Sustainability Standards means the energy, waste and utilities standards as broadly set out in the DFD;

Temporary Education Support Fund means the capped sum of up to nine million eight hundred and ninety eight thousand six hundred and seventy four pounds (£9,898,674) Index Linked (which may include CIL Reinvestment) apportioned between each OPA Zone as set out within the IDP to be used (if necessary) by the County Council for Temporary Education Support Fund Purposes;

Temporary Education Support Fund Purposes means any or all of the following:

- (a) the costs actually incurred by the County Council in transporting primary school pupils living at the Development to a primary school off the Site before the OPA I Primary School is opened, and three (3) years after opening (subject to the terms of paragraph 2.1.12 of Schedule 2);
- (b) the costs actually incurred by the County Council in transporting secondary school pupils living at the Development to a secondary school off the Site before the All Through School is opened, and up to five (5) years after opening (subject to the terms of paragraph [2.1.12] of Schedule 2);
- (c) the provision of temporary classrooms at the OPAI Primary School to allow for additional temporary education capacity at the OPAI Primary School(subject to the terms of paragraph 2.1.12 of Schedule 2);
- (d) the provision of temporary classrooms at the Willow Hill Education Site to allow for additional temporary education capacity at the primary school operating at the Willow Hill Education Site(subject to the terms of paragraph 2.1.12 of Schedule 2); or
- (e) such other purposes as are agreed in writing between the Landowners and/or the Developers and the County Council, acting reasonably;

Third Party Land means such land and/or rights, easements and/or other interests in, over or under such land that is/are vested in the ownership of a third party other than the Developers and the Landowners;

Threadneedle Land means that part of OPA Zone 2 owned by Threadneedle as shown for illustrative purposes shaded light green on Plan [3], a copy of which is at 0;

Transport Infrastructure means all highways, roads, bus gates, footpaths, bridges/culverts, footways, cycle tracks, mobility hubs (whether within or adjacent to the carriageway or independent thereof), and associated drainage features as well as other transport related facilities and/or infrastructure for the Site as specified in the DFD and the IDP;

Travel Plan means, in respect of each OPA Zone, a long-term management strategy that details how agreed sustainable transport objectives are to be delivered including through the approved Car Parking Management Strategy, and which is monitored and regularly reviewed;

TRG means the transport review group comprising representatives of the Developers (including any appointed travel plan co-ordinators), the City Council and the County Council to be constituted and operated in accordance with the arrangements specified at Clause 19 of this PFA;

TRG Members means the members from time to time of the TRG as appointed pursuant to clause 21.2.1;

TRG Terms of Reference means the terms of reference for the TRG to be approved by the County Council in accordance with Clause [21] of this PFA;

Willow Hill Education Site means the Education Site (being 2.1 hectares) being part of the Early Years Provision (Co-Located) as shown for indicative purposes coloured light purple on Plan [4] being one of the OPA 2 Primary Schools; and

Working Days means Monday to Friday inclusive but excluding days which are public holidays (Christmas Eve, Christmas Day, Boxing Day, Good Friday, Easter Monday and any other statutory bank holiday in England).

2. **INTERPRETATION**

- 2.1 References to any Clause, sub-Clause, paragraph or Schedule are references to clauses sub-clauses paragraphs or schedules in this PFA (unless the context otherwise requires).
- 2.2 For the avoidance of doubt, references to this PFA shall include the Schedules and Appendices to this PFA.
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations.
- 2.5 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.

- 2.6 The headings in this PFA are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this PFA.
- 2.7 Any reference to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.
- 2.8 Nothing in this PFA shall be construed as restricting the exercise by the City Council or the County Council of any power or discretion exercisable by it under all statutes by-laws statutory instruments orders and regulations nor prejudicing or affecting its rights, powers, duties and obligations in any capacity as a local or public authority.
- 2.9 It is the Parties intention that the provisions of this PFA and the Site Specific Agreements should be consistent and complement each other but in the event of any conflict between the provisions of the Site Specific Agreement and the provisions of this PFA then (save for the provisions of paragraph 1 of Schedule 2) the relevant Site Specific Agreement shall prevail except in the case of manifest error in which case the provisions of the PFA shall prevail.
- 2.10 The Parties agree that, where any provision, obligation or covenant in this PFA is superseded or duplicated by an equivalent provision, obligation or covenant in a Site Specific Agreement for the relevant OPA then such provision, obligation or covenant in this PFA shall absolutely determine and immediately cease to be of any further legal effect without any further act by the Parties PROVIDED THAT such Site Specific Agreement shall identify the relevant provision, obligation or covenant in this PFA which is superseded or duplicated for the relevant OPA and where appropriate shall confirm such identified provisions in this PFA for a relevant OPA.
- 2.11 The Parties acknowledge that the definitions contained in this PFA may be used in the same or amended form for a Site Specific Agreement and for the avoidance of doubt the definitions used in this PFA do not set a precedent for defined terms which may be used in a Site Specific Agreement.
- 2.12 Any plan, drawing, scheme, strategy, specification or other document appended to this PFA, referred to in this PFA or required to be submitted pursuant to this PFA may be updated from time to time with the written approval of the City Council or the County Council (as the case may be) and approval of any of the Landowners or Developers (as the case may be) affected by the proposed update without requiring a deed of variation to be entered into in relation to the Site (or any part of it) and any such updated document shall be capable of being enforced by the City Council or the County Council (as the case may be) as if it were the original document.
- 2.13 Where any timeframes or milestones for compliance are specified within this PFA (including for the avoidance of doubt the Schedules to this PFA), the City Council and/or the County Council (as the case may be) may in its absolute discretion agree in writing to a varied timeframe or milestone for compliance applying without requiring a deed of variation to be entered into in relation to the Site (or any part of it) and any such varied timescale or milestone shall be capable of being enforced by the City Council or County Council (as appropriate) as if it were the original timeframe or milestone for compliance specified within this PFA and the relevant Clause or paragraph shall be construed accordingly PROVIDED THAT this clause does not apply to:
- 2.13.1 any variation of clause 3.2 of Schedule 2; and

- 2.13.2 any timeframe or milestone that relates to OPA Zone 2 only UNLESS the relevant landowner(s) of OPA Zone 2 at the time has agreed in writing to such varied timeframe or milestone.

3. **LEGAL BASIS**

- 3.1 This PFA is entered into pursuant to section 106 of the 1990 Act and the obligations entered into by the Parties under this PFA by deed shall be subject to the provisions of section 106 of the 1990 Act and shall apply and bind the Landowners and the Developers to the extent of their individual interests in the Site.
- 3.2 Each of the obligations created by this PFA constitutes a planning obligation for the purposes of section 106 of the 1990 Act and shall be enforceable by the City Council and the County Council in their capacity as planning authority.
- 3.3 To the extent that any of the obligations contained in this PFA are not planning obligations within the meaning of the 1990 Act, they are entered into by the City Council and the County Council pursuant to the powers contained in section 111 of the Local Government Act 1972, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 1 of the Localism Act 2011 and any other statutory powers so enabling.

4. **LANDOWNERS' AND DEVELOPERS' COVENANTS**

- 4.1 Subject to Clause 6 the Landowners and Developers covenant with the City Council and the County Council (to the extent of their individual interests in the Site) to comply with the relevant obligations, restrictions and covenants set out in this PFA and in the Schedules to this PFA.
- 4.2 Threadneedle covenants with the City Council and the County Council (to the extent of its individual interest in the Site) as set out in Clause 6 of this PFA.
- 4.3 Hanson covenants with the City Council and the County Council (to the extent of its individual interest in the Site) as set out in Clause 6 of this PFA
- 4.4 Subject to it not fettering the discretion of the City Council or the County Council, the City Council and the County Council agree that the following wording shall be included within the Site Specific Agreement for OPA Zone 2 (subject to such amended wording as the City Council and County Council shall require to ensure it is satisfied the relevant planning obligations in such Site Specific Agreement are properly enforceable):

- '1. *Threadneedle and Hanson (which for the purpose of this clause does not include the successors in title of either of them) each covenant not to Implement the Planning Permission or permit the Planning Permission to be Implemented on any part of the Threadneedle Land and the Hanson Land (as the case may be) which remains in their respective freehold ownership and for the avoidance of doubt this covenant shall terminate and cease to have effect in respect of any part of the Threadneedle Land and the Hanson Land in which Countryside L&Q (North East Chelmsford) LLP has acquired a freehold interest or where the freehold interest of any part of Threadneedle Land and/or Hanson Land is disposed of to another third party but for the avoidance of doubt the provisions of this clause 1 does not prevent the Threadneedle Land and Hanson Land from being bound pursuant to the provisions of Section 106 of the Act.*
2. *The County Council and the City Council covenant not to enforce the provisions of this Agreement against Threadneedle and/or Hanson (which in this clause 2 does not include*

the successors in title of either of them) PROVIDED THAT Threadneedle and/or Hanson shall comply with their respective covenants given pursuant to clause 1 above.

3. *The Developer (which for the purposes of this clause 3 does not include successors in title) hereby indemnifies Threadneedle and Hanson in respect of any claims liabilities losses and damages suffered by Threadneedle and/or Hanson (as the case may be) (all of which for the purposes of this clause 3 do not include successors in title) as a result of Threadneedle and Hanson (as the case may be) entering into this Agreement PROVIDED THAT such claims liabilities losses and damages do not arise out of any negligent acts or omissions of Threadneedle and/or Hanson (as the case may be) AND PROVIDED FURTHER THAT Threadneedle and Hanson comply with their respective covenants pursuant to clause 1 above and FURTHER PROVIDED THAT this indemnity from the Developer shall cease to be of effect if the Option Agreement comes to an end (howsoever terminated).'*

PROVIDED THAT for the purposes of the above wording within the Site Specific Agreement for OPA Zone 2 only it is assumed that: (i) 'Planning Permission' means the planning permission for OPA Zone 2; (ii) 'Developer' means the developer that executes the Site Specific Agreement for OPA Zone 2 in its capacity as developer of OPA Zone 2; (iii) 'Threadneedle Land' means that part of the land bound by the Site Specific Agreement in respect of OPA Zone 2 which is owned by Threadneedle; and (iv) 'Hanson Land' means that part of the land bound by the Site Specific Agreement in respect of OPA Zone 2 which is owned by Hanson.

5. **COUNCILS' COVENANTS**

- 5.1 The City Council covenants with the Landowners, the Developers and the County Council to comply with the relevant obligations and covenants set out in this PFA and in Parts 1 and 3 of 0 of this PFA.
- 5.2 The County Council covenants with the Landowners, the Developers and the City Council to comply with the relevant obligations and covenants set out in this PFA and in Parts 2 and 3 of Schedule 3 of this PFA.
- 5.3 The obligations on the part of the City Council in this PFA are entered into with the intent that they shall be enforceable not only against the City Council but also against any of the City Council's statutory successors.
- 5.4 The obligations on the part of the County Council in this PFA are entered into with the intent that they shall be enforceable not only against the County Council but also against any of the County Council's statutory successors.

6. **THREADNEEDLE AND HANSON**

- 6.1 In reliance on the confirmations given by Threadneedle in Clauses 6.2 and 6.3 below the City Council and the County Council and Threadneedle agree that none of the obligations in this PFA save for:

6.1.1 this Clause 6; and

6.1.2 paragraphs [3.4, 3.5 and 3.6 of Schedule 2],

are binding on Threadneedle.

- 6.2 Threadneedle confirms that:

- 6.2.1 Threadneedle has granted an option to Countryside L&Q over the Threadneedle Land pursuant to the Option Agreement which allows Countryside L&Q in accordance with the terms of the Option Agreement to drawdown phases of the Threadneedle Land for development subject to all minerals extraction having been completed on the relevant land and restoration of it having been completed as required pursuant to the relevant Minerals Planning Permissions or Minerals Planning Agreements;
- 6.2.2 Countryside L&Q can also draw down parts of the Threadneedle Land in accordance with the terms of the Option Agreement for the provision of the relevant Infrastructure to support the Development of the Site subject to all minerals extraction having been completed on the relevant land and restoration of it having been completed pursuant to the relevant Minerals Planning Permissions but for the avoidance of doubt it is agreed that all mineral extraction and reinstatement works have already been completed in respect of those parts of the Threadneedle Land required for the Northern RDR and those parts of the Threadneedle Land can therefore be drawn down by Countryside L&Q at the point in the development process it will be required subject to compliance with the terms of the Option Agreement; and
- 6.2.3 Threadneedle consents to Countryside L&Q entering into this PFA; and
- 6.2.4 As part of the Site Specific Agreement relating to the Threadneedle Land it will enter into a Deed of Adherence in a form to be approved by the City Council (acting reasonably) in the event that not all of the obligations in this PFA which apply to the Landowners and relate to the Threadneedle Land are included, or capable of being properly included within the relevant Site Specific Agreement PROVIDED THAT such Deed of Adherence will not include the following obligation in the PFA, namely paragraph 14 of Schedule 2 of this PFA.
- 6.3 If the Option Agreement is terminated prior to the Site Specific Agreement being entered into in relation to the Threadneedle Land, Threadneedle covenants with the City Council and the County Council to obtain from any purchaser of the Threadneedle Land or parts thereof who has made Threadneedle aware that it proposes to carry out the Development on the Threadneedle Land or part thereof a unilateral deed of covenant that such purchaser will be bound by the obligations on behalf of the Landowners in this PFA in so far only as they relate to the relevant part of the Threadneedle Land so purchased.
- 6.4 In reliance on the confirmations given by Hanson in 6.5 and 6.6 below the City Council and the County Council and Hanson agree that none of the obligations in this PFA shall be binding on Hanson during such time as the Option Agreement subsists [save for paragraphs 3.4, 3.5 and 3.6 of Schedule 2 of this PFA]:
- 6.5 Hanson confirms that:
- 6.5.1 Hanson has granted an option to Countryside L&Q over the land owned by Hanson pursuant to the Option Agreement which allows Countryside L&Q in accordance with the terms of the Option Agreement to drawdown phases of the land owned by Hanson for development subject to all minerals extraction having been completed on the relevant land and restoration of it having been completed as required pursuant to the relevant Minerals Planning Permissions or Minerals Planning Agreement;

6.5.2 Countryside L&Q can also draw down parts of the land owned by Hanson in accordance with the terms of the Option Agreement for the provision of relevant infrastructure to support the Development of the Site subject to all minerals extraction having been completed on the relevant land and restoration of it having been completed pursuant to the relevant Minerals Planning Permissions but for the avoidance of doubt it is agreed that all mineral extraction and restoration works have already been completed in respect of those parts of the Hanson Land required for the Northern RDR and those parts of the Hanson Land can therefore be drawn down by Countryside L&Q at the point in the development process it will be required subject to compliance with the terms of the Option Agreement; and

6.5.3 Hanson consents to Countryside L&Q entering into this PFA.

6.6 If the Option Agreement is terminated prior to the Site Specific Agreement being entered into in relation to the land owned by Hanson, Hanson covenants with the City Council and the County Council to obtain from any purchaser of the land owned by Hanson or parts thereof who has made Hanson aware that it proposes to carry out the development on the land owned by Hanson or part thereof a unilateral deed of covenant that such purchaser will be bound by the obligations on behalf of the landowners in this PFA in so far only as they relate to the relevant part of the land owned by Hanson so purchased.

7. MORTGAGEES

7.1 The obligations in this PFA shall not be enforceable against any mortgagee or chargee of the whole or any part of the Site from time to time (or any person deriving title from such mortgagee or chargee from time to time) unless and until any such mortgagee or chargee from time to time takes possession of the Site (or the part of it to which such obligation relates) in which case it shall be liable as if it were a successor in title to the owner of the relevant part of the Site PROVIDED THAT no mortgagee or chargee from time to time (or person deriving title from such mortgagee or chargee from time to time) shall be liable for any breach of the obligations contained in this PFA unless committed at a time when that person is in possession of the relevant part of the Site to which such obligation relates).

8. STATUTORY AUTHORITY AND CONDITIONALITY

8.1 The obligations on the part of the Landowners and the Developers are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable severally against each of the Landowners and/or Developers (as the case may be) to the extent of their individual interests in the Site and their successors in title during the period when this PFA is in force.

8.2 The Developers shall be jointly and severally liable for the obligations under paragraph 8 of Schedule 2 to this PFA in respect of stewardship.

8.3 Save for: (i) paragraphs 3.2.2 and 3.2.3 of Schedule 2 (which shall not take effect until Planning Permission has been granted for OPA Zone 3); (ii) paragraph 3.3 of Schedule 2 (which shall not take effect until Planning Permission has been granted for OPA Zone 1); (iii) Clause 19.1.5 (which shall not take effect until Planning Permission has been granted for OPA Zone 2) and (iv) Clause 10.1.4.(b) which shall not take effect until the Planning Permission for a relevant OPA Zone has been Implemented, the provisions of this PFA are entered into with the intent that they shall have immediate effect PROVIDED THAT if Planning Permission for the relevant OPA Zone has not been granted by the Long Stop Date then these provisions and the PFA as a whole shall automatically determine in respect of that OPA Zone (but without prejudice to any right or entitlement of the Parties in respect of any antecedent breach by another Party of the terms of this PFA).

- 8.4 Each Landowner and Developer shall not be liable to the City Council or the County Council or the other Landowners or Developers for a breach of an obligation relating to any part of the Site which occurs whilst they have no interest in that part of the Site or once they have parted with their interest relating to that part of the Site but without prejudice to the liability of the Landowners and/or Developers for any subsisting breach occurring prior to their parting with such interest.

9. GENERAL PROVISIONS

- 9.1 It is agreed and declared that the covenants on behalf of the Landowners and the Developers in this PFA shall be treated as local land charges and the City Council shall procure that the same are registered by the City Council as such and for the avoidance of doubt this PFA is registerable as such against OPA Zone 2.
- 9.2 Subject to having the legal powers to do so it is agreed that the City Council and the County Council will be a party to each Site Specific Agreement.
- 9.3 The PFA shall not bind nor be enforceable against the following:
- 9.3.1 individual owner/occupiers, tenants and occupiers and/or mortgagees of individual Dwellings and their successors in title;
 - 9.3.2 purchasers, tenants or occupiers of any individual Commercial Unit(s) erected on the Site (including their respective successors in title) pursuant to a Planning Permission;
 - 9.3.3 any mortgagee or chargee of the Landowners and/or of the non-residential units comprised in the OPAs unless and until and except to the extent that any breach of the obligations contained in this PFA is committed or continuing at a time when it becomes a mortgagee in possession of that part of the Site in which it has an interest or exercises its power of sale under its security or has appointed a receiver or has foreclosed in respect of all or any part of it;
 - 9.3.4 any RPs of an Affordable Housing Unit (other than in respect of the obligations set out in paragraph [11] of Schedule [2] of this PFA) (or as may be otherwise stated in a Site Specific Agreement);
 - 9.3.5 any mortgagee or chargee in possession of any Affordable Housing Unit or any receiver or manager (including administrative receiver) duly appointed by any such mortgagee or chargee to the intent that any such mortgagee or chargee or receiver (including an administrative receiver) may deal with or dispose of the Affordable Housing Units free from the covenants and obligations set out in this PFA and that any successors in title shall not be bound by it (or as may be otherwise stated in a Site Specific Agreement);
 - 9.3.6 any Affordable Housing Unit in respect of which a tenant exercises any statutory Right to Acquire or right to buy or any shared ownership unit in respect of which the lessee shall have staircased to one hundred per cent (100%) equity share and (in either case) the tenant or lessee (as the case may be) acquired a freehold or long leasehold interest in the same so that such tenant or lessee shall be entitled to dispose of such Affordable Housing Unit thereafter free from the covenants and obligations set out in this PFA and that any person deriving title through or under such tenant to lessee or any other successor in title shall not be bound but it (or as may be otherwise stated in a Site Specific Agreement);

- 9.3.7 any statutory undertaker or other person who has or who acquired any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services nor any mortgagee or charge or any such persons; and
- 9.3.8 any Stewardship Vehicle which is set up or appointed to manage and maintain any Public Open Space or Community Facilities (other than in respect of the obligations set out in paragraphs 8 and (if applicable) 9 of Schedule 2 of this PFA and the restrictions and obligations relating to that part or parts of the Site which are transferred to the Stewardship Vehicle (or as may otherwise be restated in a Site Specific Agreement).
- 9.4 The Parties agree with each other to act reasonably, properly, diligently and in good faith in exercising their discretion and observing and performing their covenants and obligations under this PFA (subject always to the proviso set out in Clause 9.5 below) and further agree not to ransom each other or create any new ransom in the provision of Infrastructure and/or the HIF Infrastructure and/or in the construction of the respective Developments and/or in developing the detailed design for each respective OPA Zone.
- 9.5 Where any notice, consent, approval, authorisation, agreement, expression of satisfaction or other similar affirmation is required under the terms of this PFA, the City Council and/or the County Council and/or the Landowners and/or Developers (as the case may be) will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement, expression or satisfaction or other similar affirmation PROVIDED ALWAYS that where it is expressly provided that a matter will be in the absolute discretion of a Party the express provision shall prevail.
- 9.6 Express provisions in this PFA relating to reasonableness do not affect in any way the operation of Clauses 9.4 and 9.5 of this PFA and unless the context otherwise requires do not have any significance over and above the provisions of Clauses 9.4 and 9.5 of this PFA.

10. **LINKAGES**

- 10.1 The Landowners and Developers covenant that:
 - 10.1.1 each of the OPAs and the Northern RDR will be brought forward in broad conformity with the DFD (unless otherwise agreed in writing by the City Council and the County Council or as otherwise set out within the relevant Planning Permission);
 - 10.1.2 in order to facilitate the effective delivery of Development across the Site, in carrying out each Development, the Developer Physical elements of the Infrastructure will be:
 - (a) designed to accommodate the level of development proposed for the Site as set out in the Stage 2 Masterplan;
 - (b) in broad conformity with the DFD;
 - (c) integrated across the Site without restriction, impediment or ransom between the OPA Zones; and

- (d) delivered in accordance with the requirements of the IDP, subject to the Force Majeure Event provisions and the triggers to be set out within the relevant Site Specific Agreement;

10.1.3 each of the Landowners and the Developers will allow each other reasonable access to land within the Site within their respective ownership and control for the purpose of carrying out site investigations and site surveys or similar in connection with the Development subject to each of the relevant parties first using All Reasonable Endeavours to enter into a licence requiring:

- (a) compliance with reasonable health and safety requirements;
- (b) compliance with all relevant statutory requirements;
- (c) compliance with such reasonable restrictions (such as working hours reasonable prior notice and compliance with conditions on any planning permissions) as may be imposed by the relevant Landowner/Developer;
- (d) that the relevant party causes a minimum reasonable level of disruption;
- (e) provision of an indemnity in favour of the relevant Landowner/Developer in respect of any disruption or damage caused by the Party who is entering upon that Landowner/Developer's land; and
- (f) the party requesting access to reinstate the land to the condition it was in prior to the relevant party entering upon the land,

PROVIDED THAT in respect of OPA Zone 2 (or the relevant part of it, as the case may be) all mineral extraction has ceased and the land has been restored as required by the relevant planning permissions and/or planning obligation (as applicable) and FURTHER PROVIDED THAT in respect of the Threadneedle Land that the provisions in this Clause 10.1.3 are subject to the provisions of the Minerals Lease.

10.1.4 the routes between the OPA Zones as shown on page 11 of the Site Wide Design Principles Document (the Routes) will be secured within the Detailed Design Codes for each OPA Zone.

10.1.5 that part of the Routes within their respective OPA Zones shall be delivered up to the boundary of the adjoining OPA Zone to enable uninterrupted movement of people and vehicles between the OPA Zones such Routes to be provided without restriction, impediment or ransom between the OPA Zones and the specific details for providing the Routes (or parts thereof) and the timing for delivery of the Routes (or part thereof) shall be specified in the relevant Site Specific Agreements and/or the relevant Planning Permissions (including all subordinate consents and approvals) (as the case may be).

11. **VALUE ADDED TAX**

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

12. **DISPUTE RESOLUTION**

- 12.1 In the event of any dispute arising in relation to this PFA or any party's respective rights, duties and obligations under this PFA or as to any matter arising out of or in connection with the subject matters of this PFA including the refusal or withholding of any consent or failure to agree a matter stated to be subject to agreement and unless the agreement expressly provides otherwise (but for the avoidance of doubt excluding points of law and legal interpretation), the relevant parties will attempt to resolve that dispute amicably including holding a meeting or meetings attended by at least one representative from each party.
- 12.2 Any dispute in relation to the terms of this PFA shall be referred to an Expert appointed jointly by the relevant parties to the dispute or in default appointed by the President or the Vice President (or in either case their nominated deputy) 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) on the application of any party to the dispute.
- 12.3 The parties shall request the Expert to make his determination in writing giving full reasons within twenty (20) Working Days from the date of the last submission of evidence. His determination shall be binding upon the parties save in the case of manifest error and/or fraud.
- 12.4 It is further agreed that:
- 12.4.1 the parties to the dispute will be entitled to make representations and counter representations in accordance with such timetable as the Expert shall direct. The Expert shall offer the parties the opportunity to make representations in writing and consider any written representations made by or on behalf of the parties which are received by him within twenty (20) Working Days, or within such other period as agreed in writing between the parties, after the parties have been offered the opportunity;
 - 12.4.2 the appointment of the Expert shall make it clear that each party shall receive from the Expert a copy of any such written representations made by or on behalf of the other parties within ten (10) Working Days of such receipt by the Expert and to make written counter representations within a further period of fifteen (15) Working Days, or within such other period as agreed in writing between the parties;
 - 12.4.3 the Expert shall give written reasons for his decision;
 - 12.4.4 the Expert's costs will be borne in equal proportions by the parties to the dispute or in such other proportions that the Expert may direct; and
 - 12.4.5 the Expert shall comply with any time limit or other directions agreed by the parties to the dispute on or before his/her appointment PROVIDED ALWAYS that if the Expert fails to comply with the time limits any party to the dispute may apply prior to the making of the Expert's decision for a fresh appointment to be made in which case Clause 12.2 shall then apply.
- 12.5 The provisions of this Clause shall not affect the ability of the City Council or the County Council to apply and be granted any of the following: declaratory relief, injunctions, specific performance, payment of any sum, damages, any other means of enforcing this PFA and consequential and interim orders and relief.

13. FORCE MAJEURE EVENT

13.1 Provided it complies with Clause 13.2 below, the relevant Party shall not be in breach of this PFA, nor shall it be liable for any failure or delay in performance of any obligations under this PFA arising from a Force Majeure Event.

13.2 In the event of a Force Majeure Event, the relevant Party shall:

13.2.1 promptly notify the other Parties by delivering a notice in writing together with documentary evidence specifying the nature and extent of the Force Majeure Event and the effect of any likely effect of the Force Majeure Event on the performance of its obligations under this PFA;

13.2.2 deliver such notice to the respective other Parties at the addresses and in the manner specified in Clause 14 below; and

13.2.3 use Reasonable Endeavours to mitigate the effect of the Force Majeure Event and shall carry out those obligations which are not affected by the Force Majeure Event in any manner that it is reasonably and legally able to do so and to resume the performance of those obligations under this PFA affected by the Force Majeure Event as soon as reasonably practicable after the Force Majeure Event has ended.

14. NOTICES

14.1 Any notice or communication to be given under this PFA shall be in writing and shall be delivered personally or sent by registered post or recorded delivery service and the address for service on the Parties shall be those as staged in this PFA or such other address in England for service as the Party to be served may have previously notified in writing.

14.2 Each notice served in accordance with this Clause 14 of this PFA shall be deemed to have been given or made and delivered if by hand delivery where left at the relevant address provided that this prior to 5pm on a Working Day or if after 5pm then on the next Working Day or if by letter 48 hours after posting.

14.3 Any notice served in accordance with this Clause 14 of this PFA shall be addressed to the following addresses:

14.3.1 for the County Council marked for the attention of the s106 Officer Planning Service Place and Public Health County Hall Chelmsford CM1 1QH and to development.enquiry@essex.gov.uk;

14.3.2 for the City Council at, Civic Centre, Duke Street, Chelmsford, CM1 1JE marked for the attention of Spatial Planning Services Manager, in relation to Affordable Housing matters and addressed to the Director of Sustainable Communities in respect of all other matters;

14.3.3 for Halley at Halley Developments Ltd, 11-15 Seaton Place, St Helier, Jersey, JE4 0QH and addressed to Jon Kenny;

14.3.4 for Ptarmigan at Ptarmigan Chelmsford A Limited, 2 Frederic Mews, Kinnerton Street, London SW1X 8EQ and addressed to Hugo Kirby;

14.3.5 for Threadneedle at its registered address and addressed to "The Secretary";

14.3.6 for Hanson at [X] and addressed to [X];

14.3.7 for Countryside L&Q at [X] and addressed to [X]; and

14.3.8 for CLQ Beaulieu at [X] and addressed to [X].

14.4 Any change in relation to the details in accordance with Clause 14.3 above shall be served in the manner set out in Clause 14.1 above.

15. **CHANGE OF OWNERSHIP**

15.1 Until such time as the provisions of this PFA have been fully complied with (as confirmed in writing by the City Council and the County Council) any registrable disposals of any freehold or leasehold interests of all or any of the relevant Party's legal interests in the Site shall be notified in writing to the City Council and the County Council and include the following information:

15.1.1 the name and address of the transferee;

15.1.2 a description and plan of the land subject of the transfer;

15.1.3 the nature of the interest transferred, and

15.1.4 in relation to the Education Sites or the Northern RDR Land confirmation that the transfer terms do not hinder compliance with the requirements in the PFA relating to the Education Sites or the Northern RDR Land as appropriate.

15.2 Clause 15.1 above shall not apply to a disposition of any individual Dwelling or Dwellings or individual Commercial Unit or to a disposition to any entity listed in Clause [9.3] of this PFA above.

16. **IDP WORKING GROUP**

16.1 It is agreed that:

16.1.1 the IDP Working Group shall be established no later than one (1) month after the date of this PFA;

16.1.2 the IDP Working Group Terms of Reference shall be submitted to the Councils for approval no later than three (3) months after establishment of the IDP Working Group pursuant to Clause 16.1.1 PROVIDED THAT it is anticipated that the IDP Working Group would monitor and review:

- (a) the operation of the IDP;
- (b) the progress of the delivery of Infrastructure;
- (c) integration of delivery of the Infrastructure requirements of the Site as specified in the IDP;
- (d) the overall IDP costs as development of the Site progresses;
- (e) the estimated costs of the items of Infrastructure as development of the Site progresses;

- (f) the delivery triggers for the relevant items of Infrastructure; and
- 16.1.3 the IDP Working Group shall thereafter be convened in accordance with the IDP Working Group Terms of Reference (unless otherwise agreed by the IDP Working Group).
- 16.2 The purpose of the IDP Working Group is to enable the Developers (and their respective successors in title as below) to work collaboratively to monitor, review and update the IDP PROVIDED THAT:
 - 16.2.1 unless otherwise agreed in writing by the City Council, the IDP Working Group shall consist of at least one (1) representative of each of the Developers and their respective successors in title in the event that the relevant Developer:
 - (a) transfers its entire interest to another party; or
 - (b) the successor in title is responsible for the development of more than five hundred (500) Dwellings or twenty thousand square metres (20,000 sqm) of floorspace; or
 - (c) as otherwise agreed between the IDP Working Group members;
 - 16.2.2 unless otherwise agreed in writing with the City Council:
 - (a) the IDP Working Group will meet quarterly from the date of the establishment of the IDP Working Group until the delivery of the last item of Infrastructure specified in the IDP is complete;
 - (b) the City Council and County Council shall be invited to attend each meeting of the IDP Working Group until the delivery of the last item of Infrastructure specified in the IDP (or as the City Council and/or County Council may otherwise request in writing);
 - 16.2.3 each of the IDP Working Group members shall bear its own costs in attending meetings of the IDP Working Group;
 - 16.2.4 for a meeting of the IDP Working Group to be quorate, at least one (1) representative of each of the Developers shall be present;
 - 16.2.5 the chair of the IDP Working Group (which may rotate between the Developers) shall be agreed between the Developers;
 - 16.2.6 at the first meeting of the IDP Working Group, the members in attendance shall agree which of them shall be responsible for:
 - (a) arranging the venue for the IDP Working Group; and
 - (b) producing agendas for and minutes of the IDP Working Group meetings and circulating them to all members, the City Council and the County Council.

17. IDP AND VIABILITY

- 17.1 It is hereby agreed and acknowledged that:

- 17.1.1 as at the date of this PFA, the Site Wide Baseline Viability Assessment identifies the most up-to-date viability position from the latest version of the IDP and, for the avoidance of any doubt, the following aspects of the IDP cannot be amended without the agreement of all of the Developers and the City Council (in consultation with the County Council):
- (a) the OPA Zone responsible for delivering each item of Infrastructure; and
 - (b) the OPA Zone to which the trigger for delivery of the relevant item of Infrastructure relates;
- 17.1.2 a Developer may submit an OPA Specific Viability Assessment in respect of an OPA Zone to assess the overall viability of that OPA Zone and subject to the City Council's review and such amendments to the OPA Specific Viability Assessment as may be agreed in writing between the relevant Developer and the City Council (and where the Council is satisfied that a viability case has been demonstrated) such OPA Specific Viability Assessment shall be approved by the City Council in respect of that OPA Zone;
- 17.1.3 a relevant Site Specific Agreement may include one or more of the following provisions in respect of an OPA Zone if (pursuant to Clause 17.1.2 above) an approved OPA Specific Viability Assessment demonstrates that the related OPA Zone is not viable PROVIDED THAT Cascade 1 measures shall always be considered before Cascade 2 measures, Cascade 2 measures shall be considered before Cascade 3 measures and as a last resort consideration of the application of Cascade 4 measures:
- (a) adjustments in the quantum of any HIF Recovery Contribution that is payable (**Cascade 1**); and/or
 - (b) subject to Necessary CIL Approvals being obtained by the City Council, CIL Reinvestment and identifying its expenditure on relevant Infrastructure (**Cascade 1**); and/or
 - (c) adjustments in the scope and/or specification and/or timing for delivery of non Site-Wide Fix Items in the IDP to assist with cashflow insofar as it relates to the relevant OPA Zone (**Cascade 1**); and/or
 - (d) material adjustments in the quantum of non Site Wide Fix Items which may be secured in that Site Specific Agreement having regard to the priority for such non Site Wide Fix Items (**Cascade 2**); and/or
 - (e) adjustments in the Affordable Housing tenure and/or timing provisions to be specified in that Site Specific Agreement (**Cascade 3**); and/or
 - (f) adjustments in the Affordable Housing Requirement insofar as it relates to that OPA Zone (albeit, any reduction in the Affordable Housing Requirement is likely to be subject to a commitment to undertake a future update of the relevant OPA Specific Viability Assessment) (**Cascade 4**),

and collectively these shall be treated as deferred planning benefit requirements (**Deferred Planning Benefits**) Provided Always it is agreed and acknowledged that upon the City Council making a Resolution such Resolution will fix the

requirements of any viability review mechanism to be secured in a Site Specific Agreement and the cascade approach set out in this Clause shall no longer apply;

17.1.4 as at the Resolution Date:

- (a) the Site Wide Fix Items are fixed and incapable of being amended in respect of each of the OPAs;
- (b) the Site Specific Fix Items are fixed insofar as they establish the overall cost envelope in respect of the OPA that has the benefit of a Resolution it being agreed that any OPA that does not have the benefit of a Resolution may continue to discuss the Site Specific Fix Items in respect of that OPA, including the costs associated with the Developer Physical items relevant to that OPA;
- (c) any rebalancing of IDP costs as between OPAs is permanently ceased,

being a 'partial fix' as defined in the narrative of the IDP and PROVIDED THAT, in the case of (b) above, amendments can be made to the Site Specific Fix Items in order to settle the Site Specific Agreement for the relevant OPA but only to the extent that such amendments would not materially increase the overall cost to the relevant OPA of those Site Specific Fix Items or amend the OPA Zone responsible for delivering each Infrastructure item as set out within the IDP or amend the OPA Zone(s) which the trigger for delivery of the relevant Infrastructure relates to as identified within the IDP PROVIDED THAT, if applicable, any such amendments shall be made to the IDP before the Grant of the related Planning Permission; and

PROVIDED FURTHER THAT:

- (i) notwithstanding the making of a Resolution the triggers for the delivery of Site Specific Fix Items in respect of the related OPA may continue to be negotiated between the relevant Developer and the City Council and/or the County Council (as the case may be) at any time between the Resolution and the Grant of Planning Permission pursuant to that Resolution; and
- (ii) the relevant Developer of the OPA which is to be subject to a Resolution shall provide the most up to date IDP to the City Council and the County Council in advance of the Resolution to inform the details of the Resolution for the relevant OPA;
- (iii) the relevant Developer (which has the benefit of the Resolution) shall ensure that the IDP is updated to take into account that Resolution and provide a copy of the updated IDP to the IDP Working Group at its next meeting and the Councils; and
- (iv) an illustration of how the process set out in this paragraph 17.1.4 is intended to work can be found in the IDP;

17.1.5 on and following the Grant Date:

- (a) the total IDP commitments for the OPA that has the benefit of the Grant will be fixed;

- (b) each Developer shall be responsible for any costs relating to the Developer Physical items of Infrastructure which are identified in the IDP as being required to be delivered within the relevant OPA Zone;
- (c) all future viability assessments shall be OPA Specific Viability Assessments,

PROVIDED THAT:

- (i) the relevant Developer (which has the benefit of the Planning Permission) shall ensure that the IDP is updated to take into account that Grant and provide a copy of it to the IDP Working Group at its next meeting and the Councils; and
- (ii) an illustration of how the process set out in this paragraph 17.1.5 is intended to work can be found in the IDP;

17.1.6 the details of any specific viability review mechanisms for an OPA shall be specified in the relevant Site Specific Agreement to include:

- (a) the ability to make adjustments on an OPA specific basis to the matters specified in Clause 17.1.13 above Provided Always the terms of the Resolution for an OPA Zone shall fix the terms of any such viability review mechanism as set out in Clause 17.1.3 above;
- (b) in the event that an approved OPA Specific Viability Assessment results in any of the Deferred Planning Benefits being implemented the relevant Site Specific Agreements for that OPA(s) shall include for future OPA specific viability reviews to be carried out at future defined trigger events to reassess the viability of the relevant OPA Zone so that in the event such viability improves such review shall allow for the recovery of any part or all of those Deferred Planning Benefits (which for the avoidance of doubt shall include the repayment of any CIL Reinvestment).

18. IDP AND EXTRA ITEMS

18.1 It is hereby agreed and acknowledged that:

18.1.1 the liability of the Developers and the Landowners to physically deliver infrastructure or make financial payments towards the costs of the infrastructure to be delivered by the City Council and the County Council (as the case may be) necessitated by and proportionate to the Development is limited to:

- (a) the payment of the required Infrastructure Contributions and delivery of the Infrastructure specified in the IDP (as may be updated from time to time in accordance with this PFA) with the delivery and/or implementation arrangements for the Infrastructure provision to be secured in the Site Specific Agreements; and
- (b) any Extra Items secured in a Site Specific Agreement;

18.1.2 the Landowners and the Developers shall not be liable for the physical delivery or financial costs of any Extra Items in relation to the Development unless they are

secured in the relevant Site Specific Agreements or are otherwise agreed in writing by the City Council and/or the County Council (as the case may be); and

18.1.3 the Junction 19 Scheme is not an Extra Item.

19. **HIF INFRASTRUCTURE**

19.1 It is hereby agreed and acknowledged that:

Chelmsford North East Bypass Section 1a

19.1.1 the County Council covenants with each of the other Parties to use All Reasonable Endeavours (working with the relevant Developers and the Landowners where necessary and appropriate) to Practically Complete the Chelmsford North East Bypass Section 1a in accordance with the HIF Infrastructure Timetable PROVIDED THAT:

- (a) that part of the Chelmsford North East Bypass Section 1a as shown coloured purple on Plan 11 shall be restricted to such vehicles as authorised by the County Council in consultation with National Highways to manage the impact of the Development on the highway network until the Junction 19 Scheme has been Practically Completed in accordance with this Clause [19]; and
- (b) in complying with this obligation and generally, the County Council shall work with Halley (or any other party delivering the Northern RDR) to ensure that the County Council does not carry out any steps or other actions (or omits to carry out any steps or other actions) that would materially and adversely affect Halley's (or any other party delivering the Northern RDR) ability to deliver the Northern RDR in accordance with the Northern RDR Programme, the Northern RDR Permission and this PFA;

Junction 19 Scheme

19.1.2 the cost of Practically Completing and adopting the Junction 19 Scheme shall be wholly Grant Funded (i.e. at no cost to the Developers and the Landowners);

19.1.3 the County Council covenants with each of the other Parties to use All Reasonable Endeavours (working with the relevant Developers and the Landowners where necessary and appropriate) to Practically Complete the Junction 19 Scheme in accordance with the HIF Infrastructure Timetable;

19.1.4 given the covenant entered into by the County Council pursuant to Clause [19.1.3], it is unnecessary for any Planning Permission and/or any Site Specific Agreement to include any condition and/or obligation (as the case may be) requiring delivery of the Junction 19 Scheme before Occupation of any part of the Development in OPA Zone 1 and OPA Zone 3;

19.1.5 no more than 875 Dwellings in OPA Zone 2 shall be Occupied until Practical Completion of the Junction 19 Scheme (which for the avoidance of doubt shall not include any related maintenance period) PROVIDED THAT if works associated with the Junction 19 Scheme are proceeding materially behind the agreed timescale then the Developer of the OPA Zone 2 may submit proportionate additional transport

assessment work to the City Council for approval in consultation with the County Council, to assess the traffic conditions prevalent at the time and to ascertain whether the occupation cap remains appropriate. The transport assessment shall take into account the impact of Dwellings already delivered, as well as future Dwellings, within the Site. Should the approved transport assessment work identify that adjustments to the occupation cap are appropriate, then the Developer of the OPA Zone 2, the City Council and the County Council in consultation with National Highways shall work together to agree a revised occupation cap;

- 19.1.6 to the extent that any of the Junction 19 Land that is required either permanently or temporarily to secure Practical Completion of the Junction 19 Scheme is owned by any of the Parties, then the relevant Party shall make such part of the Junction 19 Land available at no cost to the County Council as soon as reasonably practical (provided that the each party will be responsible for its own legal costs associated with the transfer) following confirmation of the design of the Junction 19 Scheme and confirmation that the funding is in place to deliver the Junction 19 Scheme PROVIDED THAT if works to deliver the Junction 19 Scheme have not commenced or the works have not been contractually committed within ten (10) years of the Junction 19 Land (or the relevant part of it) being made available and/or transferred to the County Council, then the Junction 19 Land (or the relevant part of it) shall be returned to the relevant Party;

Roundabout 5 Scheme

- 19.1.7 the overall cost of delivering the Roundabout 5 Scheme is assumed to be no more than twenty-four million pounds (£24,000,000);
- 19.1.8 the overall cost of delivering the Roundabout 5 Scheme shall be split between:
- (a) the County Council;
 - (b) Homes England; and
 - (c) the Developers;
- 19.1.9 the Developers shall contribute eight million pounds (£8,000,000) Index Linked towards the cost of delivery of the Roundabout 5 Scheme in accordance with item [C2a] of the IDP;
- 19.1.10 the respective apportionment of each Developer's contribution to the overall cost of delivering the Roundabout 5 Scheme and the triggers for payment of their respective contribution are set out in the IDP and shall be secured in the relevant Site Specific Agreements and be Index Linked;
- 19.1.11 it is anticipated that Homes England shall contribute eight million pounds (£8,000,000) towards the cost of delivery of the Roundabout 5 Scheme;
- 19.1.12 the County Council covenants with each of the other Parties to:
- (a) use All Reasonable Endeavours to secure the relevant Grant Funding and such other funding as is necessary to cover the overall cost of delivering the Roundabout 5 Scheme;

- (b) provide an update to each meeting of the PDG regarding any progress made in securing funding for its contribution towards the overall cost of delivering the Roundabout 5 Scheme (such updates to continue until all such funding has been secured);
- (c) notify the City Council and the Developers in writing as soon reasonably practicable and, in any event, within ten (10) Working Days of having secured all necessary funding for its contribution towards the overall cost of delivering the Roundabout 5 Scheme;
- (d) provide the City Council and the Developers with a programme for Practical Completion of the Roundabout 5 Scheme within four (4) weeks of the notification given under sub-paragraph (c) above PROVIDED THAT such programme shall include an end date and be supported by evidence to demonstrate that the programme is achievable and would secure Practical Completion of the Roundabout 5 Scheme as soon as reasonably practicable;
- (e) provide the Developers with the final design of the Roundabout 5 Scheme to be delivered with the funding confirmed to the Developers pursuant to sub-paragraph (c) above and in accordance with the programme provided to the Developers pursuant to sub-paragraph (d) above; and
- (f) use All Reasonable Endeavours (working with the relevant Developers and the Landowners where necessary and appropriate) to Practically Complete the Roundabout 5 Scheme in accordance with the programme notified to the Developers pursuant to sub-paragraph (d) above (or such other programme as is agreed in writing with the City Council and the Developers);

19.1.13 given the covenants entered into by the County Council pursuant to Clause [19.1.12], it is unnecessary for any Planning Permission and/or any Site Specific Agreement to include any condition and/or obligation (as the case may be) requiring delivery of the Roundabout 5 Scheme before Occupation of any part of the Development in any OPA Zone;

19.1.14 *[following provision to the Developers of the information required pursuant to clauses 19.1.12(c), 19.1.12(d) and 19.1.12(e) above the County Council may serve the Roundabout 5 Notice on each Party that owns any of the Roundabout 5 Land (Proposed);*

19.1.15 *within 30 Working Days of receiving the Roundabout 5 Notice any Party that owns any of the Roundabout 5 Land (Proposed) may submit to the County Council proposed modifications to the extent of the Roundabout 5 Land (Proposed) or the designation of the Permanent Land and Temporary Land ;*

19.1.16 *within 30 Working Days of receipt of the proposed modifications, the County Council shall either approve or reject the modification. Where a modification has been rejected, the County Council shall provide reasons why the County the County Council cannot accept the modifications to the Roundabout 5 Land (Proposed).*

19.1.17 *If no such modification pursuant to clause [19.1.15] is received, the Roundabout 5 Land (Proposed) shall be deemed to be approved.*

19.1.18 from the date of this Agreement until Practical Completion of the Roundabout 5 Scheme, any Party that owns any of the Roundabout 5 Land (Final) shall notify the County Council prior to submitting a planning application where the design proposal may materially impact the Roundabout 5 Scheme.

19.1.19 to the extent that any of the freehold of the Roundabout 5 Land (Final) including mineral rights, required to secure Practical Completion of the Roundabout 5 Scheme is owned by any of the Parties, then the relevant Party shall make such part of the Roundabout 5 Land (Final) available at no cost to the County Council PROVIDED THAT:

- (a) each party will be responsible for its own legal costs associated with the transfer lease or licence;
- (b) any transfer lease or licence shall be subject to any necessary rights of access rights to retain any existing services
- (c) where any Party who owns the Roundabout 5 Land (Final) proposes to lay any additional service as is reasonably necessary which is not in situ prior to the date the land from the date of this Agreement, the relevant Party shall notify the County Council and seek the County Council's approval for the laying such additional service
- (d) if works to deliver the Roundabout 5 Scheme have not commenced or the works have not been contractually committed within ten (10) years of the Roundabout 5 Land (Final) (or the relevant part of it) being made available or transferred to the County Council, then the Roundabout 5 Land (Final) (or the relevant part of it) shall be returned to the relevant Party at the County Council's cost free from any encumbrances and in the same condition as the condition in which the relevant land was made available or transferred (if applicable) to the County Council
- (e) any Temporary Land (Final) shall:
 - (i) be leased or licenced (not transferred) to the County Council and made available to the County Council until Practical Completion of the Roundabout 5 Scheme
 - (ii))

] [NOTE: THESE PROVISIONS ARE NOT AGREED AND ARE SUBJECT TO FURTHER NEGOTIATION BETWEEN THE PARTIES]

Northern RDR/Chelmsford North East Bypass

19.1.20 the County Council and the Developers shall continue to collaborate with each other including through the forum of the PDG to facilitate the delivery of the Northern RDR in accordance with the Northern RDR Programme and the Northern RDR Permission to assess:

- (a) the likely transport impacts of the Development across the Site on the local highway network;

- (b) any mitigation measures necessary to mitigate the likely transport impacts of the Development across the Site and on the local highway network in the event of a material delay or failure in the delivery of the Chelmsford North East Bypass or the Northern RDR factoring in other relevant strategic allocations being brought forward; and
- (c) what, if any, changes are required to the design and/or delivery of the Northern RDR taking account of the planned future delivery of all sections of the Chelmsford North East Bypass PROVIDED THAT it is agreed that delivery of the Northern RDR in accordance with this PFA shall not be affected by any phased opening of the Chelmsford North East Bypass Section 1a and, once Practically Completed in accordance with this PFA, the Northern RDR shall be open to traffic;

19.1.21 the County Council, including through the forum of the PDG, shall keep the Developers updated at not less than quarterly intervals (from the date of this PFA) as to the progress in delivering the Chelmsford North East Bypass to include (amongst other things) the programme for Chelmsford North East Bypass Section 1a.

General

19.1.22 in the event of:

- (a) unforeseen delays arising in relation to the delivery of Chelmsford North East Bypass Section 1a; and
- (b) traffic modelling and/or traffic assessment work identifying the need for additional off-site highway works to be carried out to mitigate the transport impacts of the OPAs upon the local highway network,

the County Council hereby covenants that the Developers shall not be responsible for the funding of such additional off-site highway works (the scope, timing and delivery arrangements of which are to be agreed between the relevant parties) PROVIDED THAT the additional off-site works do not comprise and/or include items to be delivered under the IDP; and

19.1.23 the County Council hereby agrees:

- (a) that PPA costs for each OPA will not be increased as a result of matters relating to the timing and delivery of the HIF Infrastructure; and
- (b) that the Developers shall continue to be reasonably included and kept informed of discussions with Homes England relating to the delivery of the HIF Infrastructure in accordance with current arrangements.

20. PDG

20.1 It is hereby agreed and acknowledged that:

20.1.1 the PDG shall be established no later than one (1) month following completion of this PFA (and shall be funded by each Developer through the PPA arrangements put in place with each Developer and the City Council in relation to each OPA Zone); and

20.1.2 the PDG Terms of Reference shall be submitted to the Councils for approval no later than three (3) months after the PDG has been established pursuant to Clause 20.1.1 PROVIDED THAT it is anticipated that the PDG Terms of Reference may include any and all of the following roles:

- (a) facilitating collaboration between the Developers so as to ensure that the Developments are planned and built in a comprehensive manner without ransom and are in broad conformity with the DFD;
- (b) reviewing the progress of each OPA's programme comprising matters such as phasing and Reserved Matters applications, the purpose being to provide a "sense check" that design and delivery is being co-ordinated to secure comprehensive development;
- (c) reviewing the progress of delivery of Infrastructure through the IDP;
- (d) reviewing the progress of delivery of the Junction 19 Scheme and the Roundabout 5 Scheme (including any progress made by the County Council in securing funding for its contribution towards the overall cost of delivering the Roundabout 5 Scheme);
- (e) ensuring the integration of delivery of the Infrastructure across the Site in accordance with the IDP and the DFD including the provision of utilities and drainage;
- (f) monitoring and reviewing the delivery of Affordable Housing in accordance with the Affordable Housing Requirement across the Site to include the types, tenures and mix;
- (g) reviewing the monitoring reports to be submitted pursuant to Clause [22] of this PFA;
- (h) monitoring and reporting upon delivery of the Community Facilities across the Site;
- (i) monitoring and reporting upon delivery of the Public Open Space across the Site;
- (j) monitoring and reporting upon progress of delivery of design code principles and operation of the Site Wide Design Principles Document;
- (k) monitoring and reporting upon progress in relation to the Sustainability Standards across the Site;
- (l) reviewing the continuity of design and connectivity across the Site;
- (m) receiving and noting any communications from local stakeholders and community feedback so as to maintain awareness of community issues;
- (n) monitoring delivery of the Northern RDR and the Chelmsford North East Bypass;
- (o) monitoring and reviewing the BNG Site Wide Strategy;

- (p) monitoring delivery of the employment and skills strategy in the DFD; and
- (q) collaborating on the setting up and implementation of the relevant Stewardship Vehicle as approved by the City Council and the County Council; and
- (r) reviewing and reporting on activities planned to be undertaken at the Bulls Lodge quarry in relation to any residential areas within a 250m radius of any ongoing mineral extraction operations;

20.1.3 the PDG shall thereafter be convened in accordance with the PDG Terms of Reference (unless otherwise agreed by the PDG) and an organisation chart illustrating how the PDG is intended to operate can be found at Appendix 13.

20.2 Unless otherwise specified in this PFA, the purpose of the PDG is also to establish a non-decision-making forum to enable the Developers, the City Council and the County Council to share information and act collaboratively in respect of the planning and delivery of the Site in accordance with the following principles:

20.2.1 the PDG shall consist of at least one (1) representative of each of the Developers, the City Council and the County Council and a successor in title in the event that the relevant party either:

- (a) transfers its entire interest to another party; or
- (b) the successor in title is responsible for the development of more than five hundred (500) Dwellings or twenty thousand square metres (20,000 sqm) of floorspace; or
- (c) as otherwise agreed in writing between the PDG Members;

20.2.2 meetings of the PDG shall be held within the North Chelmsford area or in any other location agreed by the PDG Members and the meeting may be held in person, virtually or hybrid;

20.2.3 the PDG will meet on a quarterly basis unless decided otherwise by the PDG Members from the date of this PFA until completion of the Development;

20.2.4 each of the PDG Members shall bear its own costs in attending meetings of the PDG;

20.2.5 for a meeting of the PDG to be quorate, at least one (1) representative of each of the Developers, the City Council and the County Council shall be in attendance (whether in person or virtually);

20.2.6 the City Council's representative will chair each meeting of the PDG unless otherwise agreed between the PDG Members;

20.2.7 at the first meeting of the PDG, the attendees shall agree which of them shall be responsible for:

- (a) arranging the venue for the PDG; and
- (b) producing agendas for and minutes of the PDG meetings.

21. TRG

21.1 It is hereby agreed and acknowledged that:

21.1.1 the TRG shall be established no later than six (6) months following completion of this PFA; and

21.1.2 the TRG Terms of Reference shall be submitted to the County Council for approval on or before submission of the first application for Reserved Matters approval in respect of any OPA Zone PROVIDED THAT it is anticipated that the TRG Terms of Reference may include any and all of the following:

- (a) reviewing the delivery and effectiveness of the transport measures implemented;
- (b) considering any transport issues identified by local representatives;
- (c) reviewing and responding to any consultation about the proposed bus strategies and travel packs;
- (d) reviewing the annual monitoring reports in respect of the Car Club Provisions;
- (e) reviewing the annual monitoring reports to be submitted pursuant to Clause 21 and identifying whether any pre-defined triggers have been exceeded and whether specific targets have been met e.g. modal share;
- (f) making recommendations on and/or considering whether mitigation needs to be examined and reviewing mitigation proposals that are developed;
- (g) making recommendations on and/or determining whether funds should be recommended for use as part of the Monitor and Manage Fund; and
- (h) reviewing delivery of the Northern RDR and any proposed amendments to the Northern RDR Programme;

21.1.3 the TRG shall thereafter be convened in accordance with the approved TRG Terms of Reference (unless otherwise agreed by the TRG); and

21.1.4 any recommendations made by the TRG shall not fetter the County Council's lawful exercise of its powers as a highway authority.

21.2 Unless otherwise specified in this PFA, the purpose of the TRG is also to establish a non-decision-making forum to enable the Developers, the City Council and the County Council to share information and act collaboratively in respect of the planning and delivery of transport-related mitigation measures associated with the Site in accordance with the following principles:

21.2.1 the TRG shall consist of at least one (1) representative of each of the Developers, the City Council and the County Council and a successor in title in the event that the relevant party either:

- (a) transfers its entire interest to another party; or

- (b) the successor in title is responsible for the development of more than five hundred (500) Dwellings or twenty three thousand square metres (23,000 sqm) of floorspace; or
- (c) as otherwise agreed in writing between the TRG Members,

PROVIDED THAT a representative from National Highways shall also be invited to each meeting of the TRG but only as an observer;

- 21.2.2 meetings of the TRG shall be held within the North Chelmsford area or in any other location agreed by the TRG Members and the meeting may be held in person, virtually or hybrid;
- 21.2.3 the TRG will meet on a quarterly basis unless decided otherwise by the TRG Members from the date of this PFA until completion of the Development;
- 21.2.4 each of the TRG Members shall bear its own costs in attending meetings of the TRG;
- 21.2.5 for a meeting of the TRG to be quorate, at least one (1) representative of each of the Developers, the City Council and the County Council shall be in attendance (whether in person or virtually);
- 21.2.6 the City Council's representative will chair each meeting of the TRG unless otherwise agreed between the TRG Members;
- 21.2.7 at the first meeting of the TRG, the attendees shall agree which of them shall be responsible for:
 - (a) arranging the venue for the TRG; and
 - (b) producing agendas for and minutes of the TRG meetings.

22. **MONITORING**

- 22.1 On or before the first anniversary of this PFA and every Quarter Day thereafter until such time as the Landowners and/or the Developers have performed their Infrastructure related obligations as set out in the IDP, the Landowners and/or the Developers shall provide a monitoring report to the City Council and to the County Council (copied to the PDG) which shall set out the following details in respect of the relevant OPA:
 - 22.1.1 the progress in relation to each of the obligations contained in this PFA and in due course in relation to the Site Specific Agreement;
 - 22.1.2 the number of Market Housing Units and Affordable Housing Units that were Occupied since the preceding Quarter Day and in total since Implementation;
 - 22.1.3 the projected number of Dwellings anticipated to be completed before the next Quarter Day; and
 - 22.1.4 details of any anticipated Reserved Matters applications to be submitted before the next Quarter Day.

23. MISCELLANEOUS

- 23.1 The Parties agree to adhere to and abide by the provisions of this PFA and acknowledge that those provisions may be enforced against them by parties to other Site Specific Agreements save in the case of Threadneedle against whom the provisions of this PFA may only be enforced by the City Council and/or the County Council (as applicable) in the manner provided in Clause 6 or as otherwise provided for in a Deed of Adherence once such deed has been entered into and in the case of Hanson against whom the provisions of this PFA may only be enforced by the City Council and/or County Council (as applicable) as provided for in Clause 4.3 and Clause 6.
- 23.2 The Parties do not intend that any of the provisions of this PFA shall be enforceable by any person who is not a party to this PFA by virtue of the Contracts (Rights of Third Parties) Act 1999, save that Clause 23.1 may be enforced by:
- 23.2.1 any Developer/Landowner; and
- 23.2.2 any party to another Site Specific Agreement containing a provision equivalent to this Clause and Clause 23.1.
- 23.3 The Parties agree that where any Site-wide matter is required to be submitted by (or on behalf of) a Developer after the date of this PFA for approval by the City Council and/or the County Council, then any such submission shall not be made unless and until each of the Developers has been given a reasonable period of time (being no less than ten (10) Working Days) within which to comment upon that submission PROVIDED THAT:
- (a) any submission should reflect any reasonable comments that are received from each of the Developers;
 - (b) if no material comment(s) is received within that period (including any extended period as may be agreed in writing between the Developers), then the submission shall be deemed to have been approved by the relevant Developer(s);
 - (c) the Developer, which is responsible for making the submission shall provide a full copy of the submission (as made to the City Council and/or the County Council as the case may be) to each of the other Developers;
 - (d) the Developer, which is responsible for making the submission shall (when making the submission) confirm in writing to the City Council and/or the County Council (as the case may be) that Clause 23.3(c) has been complied with; and
 - (e) for the avoidance of doubt no submission or application relating to the Minerals Planning Permissions is subject to this Clause [23.3].
- 23.4 Nothing in this PFA shall be taken to fetter the ability of the City Council or the County Council to carry out its statutory functions in relation to any OPA or to seek appropriate remedy in respect of any of the planning obligations entered into by the relevant Developer and/or Landowner in this PFA and/or the Site Specific Agreements.
- 23.5 The provisions of this PFA shall be of no effect until this PFA has been dated.

23.6 No waiver (whether express or implied) by the City Council or the County Council (as the case may be) of any breach or default in performing or observing any of the obligations contained in this PFA shall constitute a continuing waiver and no such waiver shall present the City Council or the County Council (as the case may be) from enforcing any of the said obligations or from acting upon any continuing or subsequent breach or default thereof.

23.7 This PFA is governed by and interpreted in accordance with the laws of England.

In witness whereof the Parties have executed this PFA as a deed on the day and year first before written.

Draft

SCHEDULE I - PLANS AND DRAWINGS

Plan 1: (the Site)

Plan 2: (OPA Zones)

Plan 3: (land ownership in OPA Zones)

Plan 4: (OPA 1 Primary School, OPA 2 Primary Schools and the All Through School)

Plan 5: (Northern RDR and Northern RDR Land)

Plan 6: (land that is subject to the covenants by the City Council and County Council regarding the land within their ownership and control pursuant to paragraph 0 of 0 of this PFA)

Plan 7: (Chelmsford North East Bypass)

Plan 8: (Domsey Lane Mitigation)

Plan 9: (Junction 19 Land)

Plan 10: (Roundabout 5 Land)

Plan 11: (part of Chelmsford North East Bypass subject to traffic restrictions)

SCHEDULE 2 - LANDOWNERS' AND DEVELOPERS' COVENANTS

I. ERG

I.1 It is hereby agreed and acknowledged that the ERG shall be constituted no later than six (6) months of the date of this PFA by the Developers and then operated in accordance with the provisions of this paragraph I of this Schedule PROVIDED THAT the ERG shall:

- I.1.1 be a discussion group which will facilitate any appropriate joint working between the partners involved in the delivery of the education provision for the Site;
- I.1.2 not have any decision-making powers and for the avoidance of doubt decisions regarding the design, delivery (including the timing of delivery) and need for the education provision shall rest with the County Council (in its capacity as the education authority) giving appropriate weight to representations from the ERG but always giving precedence to the County Council's statutory duty to secure sufficient education provision for children resident or expected to be resident on the Site;
- I.1.3 monitor and review relevant information including but not limited to Occupations of Dwellings across the Site so as to anticipate the need for education provision (whether by providing land and/or by way of financial contributions and/or in other ways);
- I.1.4 provide a forum for relevant stakeholders to discuss matters in relation to the design, delivery (including the timing of delivery but not (in any circumstances) earlier than is specified in the relevant Site Specific Agreement) and need for education provision including but not limited to early years and libraries (whether by providing land and/or by way of financial contributions and/or in other ways); and
- I.1.5 enable members to collaborate and where relevant provide recommendations to the County Council (in its capacity as the education authority) in relation to the design, delivery and need for education provision (whether by providing land and/or by way of financial contributions and/or in other ways).

I.2 The ERG shall work in conformity with the following guiding principles:

- I.2.1 the respective OPAs shall not be required to make greater education provision (whether by providing land and/or by way of financial contributions and/or in other ways) than is necessary to meet the education needs of the Development across the Site; and
- I.2.2 the Developers (whether individually or collectively) have the right to call for discussion within the ERG on matters relating to the design, delivery and need for the education provision (whether by providing land and/or by way of financial contributions and/or in other ways).

I.3 The membership of the ERG shall comprise:

- I.3.1 one (1) representative from:
 - each of the Developers; and
 - the City Council; and

- 1.3.2 up to six (6) representatives from the County Council.
- 1.4 Other relevant stakeholders and interested parties may be invited to ERG meetings depending on the agenda which may include (but are not limited to):
 - 1.4.1 relevant school providers; and
 - 1.4.2 Parish Councils.
- 1.5 Meetings of the ERG shall take place at intervals no less than on a quarterly basis PROVIDED THAT:
 - 1.5.1 the first meeting shall take place within thirty (30) Working Days of the date of the ERG is constituted but the members of the ERG may from time to time agree a different frequency or ad-hoc meetings; and
 - 1.5.2 meetings may be in person, hybrid or virtual as may be agreed by the ERG.
- 1.6 The ERG shall agree which member (which may rotate from time to time) shall be responsible for preparing and distributing agendas and minutes and the members shall liaise with each other in agreeing agenda items.
- 1.7 Minutes of the meetings are to be circulated and agreed within two (2) weeks of the relevant meeting and specific actions required between meetings to be addressed by the relevant member(s) of the ERG.
- 1.8 Detailed terms of reference agreed by the ERG shall be submitted to the Councils for approval on or before submission of the first application for Reserved Matters approval in respect of any OPA Zone.

2. **EDUCATION**

- 2.1 It is hereby agreed and acknowledged that:
 - 2.1.1 the OPAs shall be in conformity with the Education Strategy;
 - 2.1.2 that the Education Provision is anticipated to be required to meet the needs of the new resident population of the Site which forms part of the Infrastructure requirements for the Site as specified in the IDP and the relevant Site Specific Agreements and is consistent with the Education Strategy;
 - 2.1.3 the detailed arrangements for the Early Years Provision (Standalone) (including the proposed timing of its delivery) shall be specified in the relevant Site Specific Agreements for each relevant OPA but it is anticipated that:
 - (a) the Early Years Provision (Standalone) would be constructed by the Landowners and/or the Developers (subject to the provisions of sub-paragraphs 2.1.3(b)-(d) below);
 - (b) the Early Years Provision (Standalone) would be made available at a Market Sector Rent;

- (c) an area (to be agreed as part of the relevant Reserved Matters submission) shall be safeguarded for Early Years Provision (Standalone) within the relevant village centre(s);
- (d) where the Early Years Provision (Standalone) is to be marketed pursuant to paragraph 2.1.3(e) below, a marketing strategy shall be agreed in writing with the County Council;
- (e) if, after eighteen (18) months (or such other period as agreed in writing between the relevant Developer and the County Council) of marketing in accordance with the agreed marketing strategy, the Early Years Provision (Standalone) is not let and, , the ERG considers there is insufficient demand for any part of the Early Years Provision (Standalone), then such part may be released from the obligations in this PFA and the relevant Site Specific Agreement such that it would be available for alternative use(s);

2.1.4 the detailed arrangements for the Early Years Provision (Co-Located) and Primary Provision (including the proposed timing of its delivery) shall be specified in the relevant Site Specific Agreements for each relevant OPA but:

- (a) it is anticipated that:
 - (i) the Early Years Provision (Co-Located) and Primary Provision shall comprise the OPA 1 Primary School and the OPA 2 Primary Schools;
 - (ii) each of the Primary School Sites shall be serviced in accordance with the relevant Education Site Specification and made available to the County Council;
 - (iii) each of the OPA 1 Primary School and the OPA 2 Primary Schools shall be constructed by the County Council or their nominee if they deem necessary;
 - (iv) each of the OPA 1 Primary School and the OPA 2 Primary Schools shall comprise two (2) forms of entry;
 - (v) the OPA 1 Primary School shall also include additional permanent classrooms to be used as SEN Provision and , if required, temporary classrooms to be used to provide additional capacity as part of the Primary Provision;
 - (vi) the OPA 1 Primary School site shall be fully serviced before the number of Dwellings are Occupied as set out in the relevant Site Specific Agreement;
 - (vii) the OPA 2 Primary School at the Willow Hill Education Site shall include up to seven temporary classrooms to be used to provide additional capacity, if required, as part of the Primary Provision;
 - (viii) the Willow Hill Education Site Park Farm Education Site (which forms part of the All Through School Site) and Hawthorne Education Site shall be fully serviced before the number of

Dwellings are Occupied as set out in the relevant Site Specific Agreement;

- (b) the Education Contribution in respect of the Primary Provision shall be as specified in the IDP and the Education Strategy and Index-Linked;

2.1.5 the detailed arrangements for the Secondary Provision (including the proposed timing of its delivery) shall be specified in the relevant Site Specific Agreement for OPA Zone 2 but:

- (a) it is anticipated that:
 - (i) the All Through School shall include a co-located Primary School and Early Years Provision (Co-Located) for the provision of education from the ages of 0-19 (inclusive) including Sixth Form Provision and special educational needs and disabilities;
 - (ii) the All Through School would have capacity to meet the needs of the development including sixth form provision;
 - (iii) the All Through School would have capacity to expand (within the All Through School Site) to meet additional secondary education demand, if required;
 - (iv) the All Through School Site shall be serviced in accordance with the relevant Education Site Specification and made available to the County Council;
 - (v) the All Through School shall be constructed by the County Council;
 - (vi) the All Through School shall be made available for community use;

the Education Contribution in respect of the Secondary Provision shall be as specified in the IDP and the Education Strategy and Index Linked;

2.1.6 the detailed arrangements for the Sixth Form Provision (including the proposed timing of its delivery) shall be specified in the relevant Site Specific Agreements but it is anticipated that the Education Contribution Index Linked in respect of the Sixth Form Provision shall be as specified in the IDP and the Education Strategy;

2.1.7 the detailed arrangements for the SEN Provision (including the proposed timing of its delivery) shall be specified in the relevant Site Specific Agreements but:

- (a) it is anticipated that:
 - (i) in part, the SEN Provision shall be met by the provision of places at Education Sites across the Site or within a reasonable distance of the Site;
- (b) the Education Contribution in respect of the SEN Provision shall be as specified in the IDP and the Education Strategy and Index Linked;

- 2.1.8 detailed arrangements for: (i) payment of the Education Contributions (including a mechanism for calculating the extent to which they are funded (in whole or in part) by CIL Reinvestment (subject to Necessary CIL Approvals, as necessary)); and (ii) the triggers for the delivery of the Education Provision shall be specified in the relevant Site Specific Agreements for each relevant OPA;
- 2.1.9 detailed arrangements for any transfer of the Education Sites to the County Council shall, be specified in the relevant Site Specific Agreements unless otherwise agreed in writing by the County Council :
- (a) accord with the relevant Education Site Specification;
 - (b) in exchange for consideration not exceeding the total sum of one pound sterling (£1); and
 - (c) restrict the use of the land to use for educational and ancillary purposes including childcare and community use;
- 2.1.10 if works to deliver the relevant Education Provision have not commenced or the works have not been contractually committed on an Education Site within [ten (10)] years of the Education Site being transferred to the County Council, then the Education Site shall be returned to the relevant Landowner/Developer;
- 2.1.11 safe pedestrian and cycle routes for residents within the Development shall be provided by or funded by the Developer from the Site to Beaulieu Park School and/or Chelmer Valley High School if sufficient unfilled capacity exists at either or both of those schools for primary and secondary age children in accordance with details approved in writing by the County Council. If these safe routes to school are two miles or less for children aged under eight, or three miles or less for older children, then those children do not require a school transport payment;
- 2.1.12 **SUBJECT ALWAYS TO** the requirements of the Education Strategy and the cap in the Temporary Education Support Fund, it might be necessary to provide temporary education measures in order to accommodate the pupil yield arising out of the Development **PROVIDED THAT** (unless otherwise agreed in writing by the County Council) if such measures are necessary then they shall be implemented in accordance with the following cascade (the details of which shall be in accordance with the Education Strategy and set out in the Site Specific Agreements for the OPA Zones):
- (a) if such safe route cannot be provided pursuant to paragraph 2.1.11 of Schedule 2 above, or are further than permitted legislative distance as set out in paragraph 2.1.11 of Schedule 2, then the costs of transporting eligible pupils from the Site to Beaulieu Park School and Chelmer Valley high schools as priority or the nearest available school with available places shall be paid. Firstly, using routes provided as part of the Site Wide Bus Strategy if possible, or if not then through alternative provision;
 - (b) if existing capacity at those schools is not available then the County Council shall use Reasonable Endeavours to provide temporary accommodation either at the relevant school site at the Site and/or Beaulieu Park and/or Chelmer Valley High School;

- (c) the costs of transporting pupils from the Site to other schools pursuant to (a) and the cost of providing temporary accommodation pursuant to (b) shall be paid from the Temporary Education Support Fund and subject always to the cap in the Temporary Education Support Fund as apportioned within the IDP between each OPA Zone;
- 2.1.13 the Site Specific Agreements for each of the OPA Zones shall include planning obligations relating to:
 - (a) use of the Temporary Education Support Fund (which might in addition include the use of CIL receipts from the Development) by the County Council for Temporary Education Support Fund Purposes;
 - (b) the mechanism pursuant to which the County Council can calculate and use any part of the Temporary Education Support Fund for Temporary Education Support Fund Purposes;
 - (c) the mechanism pursuant to which the County Council accounts for how it has spent any part of the Temporary Education Support Fund that has been used;
- 2.1.14 the Education Provision to be secured in the Site Specific Agreements shall:
 - (a) accommodate the level of development proposed for the Site as set out in the Stage 2 Masterplan;
 - (b) be in broad conformity with the DFD;
 - (c) be integrated across the Site without any restriction, impediment or ransom between the OPA Zones; and
 - (d) be delivered in accordance with the provisions in the Site Specific Agreements and subject to an agreed Force Majeure Event pursuant to the provisions in Clause 14 of this PFA;
- 2.1.15 the Site Specific Agreements for each of the OPA Zones shall include planning obligations requiring the written notification to the Councils of trigger points that are relevant to the Education Provision;
- 2.1.16 the Developers covenant not to Occupy (or permit Occupation of) more than three thousand six hundred and twenty four (3624) Dwellings across the Site, apportioned as follows:
 - (a) one thousand five hundred (1500) Dwellings in OPA Zone 1;
 - (b) eight hundred and seventy four (874) Dwellings in OPA Zone 2;
 - (c) one thousand two hundred and fifty (1250) Dwellings OPA Zone 3

unless and until the earlier of:

 - (d) two years after the All Through School is either fully serviced and offered for transfer; or

(e) the date the All Through School is constructed and opened,

in accordance with the relevant Site Specific Agreement; and

If a Safe Route to School is to be delivered in any OPA Zone, then the relevant Site Specific Agreement shall include obligations securing the delivery (including the timing of delivery) of the relevant Safe Route to School such obligations to ensure that such Safe Route to School shall be delivered in accordance with the Safe Routes to School Specification and shall remain for the lifetime of the Development.

2.2 Nothing in the Education Strategy or this PFA shall fetter or prejudice the County Council's lawful exercise of its powers as the education authority or its functions and duties in respect of any new school provision which shall always be subject to the relevant statutory processes PROVIDED THAT, for the avoidance of any doubt, this paragraph shall not entitle the County Council to:

2.2.1 require:

- (a) the provision of any land and/or facilities;
- (b) the carrying out of any works; and/or
- (c) the payment of any financial contribution,

in respect of the Education Provision which (in each case) is beyond that secured by the Education Strategy, the IDP, this PFA, the relevant Planning Permission and/or the relevant Site Specific Agreements; or

2.2.2 unreasonably withhold or delay any approval or other act required of it under this PFA, the relevant Planning Permission and/or the relevant Site Specific Agreements where the relevant Landowner and/or Developer has serviced and made available the relevant Education Site(s) in accordance with the relevant Education Site Specification and/or paid the Education Contributions as and when they fall due (as the case may be).

3. **NORTHERN RDR**

3.1 It is agreed and acknowledged that:

3.1.1 Northern RDR is a specific policy requirement of Policy SGS6 the delivery of which will (amongst other things):

- (a) provide the main vehicular access to the Site from Essex Regiment Way in the west and Chelmsford North East Bypass in the east
- (b) improve accessibility to the strategic road network and rail networks;
- (c) provide a primary active travel route between Little Waltham and OPA Zone 2; and
- (d) provide active travel crossings to retain and provide connectivity between the land to the north and south of it;

- 3.1.2 Northern RDR will be delivered by Halley in accordance with:
- (a) the Northern RDR Programme;
 - (b) the Northern RDR Agreement; and
 - (c) the Northern RDR Permission;
- 3.1.3 Northern RDR forms part of the list of Infrastructure requirements for the Site as specified in the IDP; and
- 3.1.4 none of the Site Specific Agreements in respect of OPA Zone 1, OPA Zone 2 and OPA Zone 3 shall contain any obligations or provisions in respect of the Northern RDR ON THE BASIS THAT the delivery and Completion of the Northern RDR is secured by each of:
- (a) this PFA;
 - (b) the Northern RDR Agreement; and
- 3.1.5 there are legal agreements in place to enable the relevant parts of OPA Zone 1 and OPA Zone 2 to be drawn down in order to facilitate delivery and Completion of Northern RDR by Halley.
- 3.2 In order to ensure the effective and timely delivery of Northern RDR, Halley covenants with the Councils as follows:
- 3.2.1 not to commence construction of the Northern RDR unless and until a Northern RDR Agreement for the whole of the Northern RDR has been entered into in respect of it;
- 3.2.2 not to Occupy (or permit Occupation of) any Dwelling in OPA Zone 3 unless and until works to construct Northern RDR have commenced in accordance with the Northern RDR Programme;
- 3.2.3 not to Occupy (or permit Occupation of) more than five hundred and fifty-eight (558) Dwellings in OPA Zone 3 unless and until the Northern RDR has been Completed in accordance with the Northern RDR Programme and is open to traffic;
- 3.2.4 to use All Reasonable Endeavours to Complete the Northern RDR before the Northern RDR Long Stop Date;
- 3.2.5 to provide the Councils and the Developers with regular updates (being no less than once every three (3) months) of progress of construction of Northern RDR having regard to the Northern RDR Programme (as may be varied from time to time with the written approval of the City Council in consultation with the County Council);
- 3.2.6 unless otherwise agreed in writing by the City Council and the County Council, to ensure that Northern RDR:
- (a) is designed and built to accommodate the level of development proposed for the Site;
 - (b) is in broad conformity with the DFD;

(c) is Completed without any restriction, impediment or ransom in accordance with:

- (ix) the Northern RDR Permission;
- (x) the Northern RDR Agreement; and
- (xi) the Northern RDR Programme (as may be varied from time to time with the written approval of the City Council in consultation with the County Council and the other Developers),

subject to an agreed Force Majeure Event pursuant to the provisions in Clause [13] of this PFA;

3.2.7 as soon as reasonably practicable and in any event no later than three (3) months after [the date of this PFA], to serve written notice on Countryside L&Q requiring Countryside L&Q to commence the draw down process in respect of that part of the Threadneedle Land that is required in order to facilitate the construction and delivery of Northern RDR;

3.2.8 to use All Reasonable Endeavours to agree the terms of any Northern RDR Agreement as may be required relating to the detailed design, technical specification and provision of the Northern RDR and, once agreed, shall enter into such Northern RDR Agreement as soon as reasonably practicable thereafter;

3.2.9 to pay for the costs and/or physical delivery of connecting Northern RDR to the Chelmsford North East Bypass Section 1a if the Chelmsford North East Bypass Section 1a is Completed before Northern RDR is Completed; and

3.2.10 to provide the Councils with no less than ten (10) Working Days' notice in writing of Completion of Northern RDR.

3.3 Countryside L&Q hereby covenants with the Council to commence the draw down process in respect of that part of the Threadneedle Land required in order to facilitate the construction and delivery of the Northern NRDR (the "**Tpen Land**") as soon as reasonably practicable following receipt of a valid written notice from Halley to commence the draw down process and in any event within 60 working days following receipt of a valid written notice from Halley pursuant to the terms of the separate legal agreement between Countryside L&Q and Halley ., and to use All Reasonable Endeavours to complete the transfer of the Tpen Land from Threadneedle in accordance with the terms of the Option Agreement.

3.4 Ptarmigan hereby covenants with the Councils not to Occupy (or permit Occupation of) more than five hundred and fifty-eight (558) Dwellings in OPA Zone I unless and until the Northern RDR has been Completed in accordance with the Northern RDR Programme and is open to traffic.

3.5 It is agreed that from the date of this PFA all parties with a legal interest in the Northern RDR Land (or any part of it) shall:

3.5.1 Safeguard and retain the Northern RDR Land as cleared sites free from encumbrances encroachment or built form by development (other than landscaping and the provision of service media or utilities or any encumbrances, encroachments or built form that are in place as at the date of this PFA) during the Northern RDR

Land Safeguarding Period (unless otherwise agreed in writing with Halley and the Councils after the date of this PFA) PROVIDED THAT:

- (a) it is agreed that the relevant parties with a legal interest in the Northern RDR Land and the County Council may agree in writing amendments to the location of the Northern RDR Land and if such alternative location is agreed then the relevant party/ies will Safeguard and retain that alternative agreed location as a cleared site free from encumbrances encroachment or built form by development (other than landscaping and woodland and the provision of service media or utilities or any encumbrances in place as at the date of this PFA); and
 - (b) if works to construct Northern RDR are commenced prior to expiration of the Northern RDR Land Safeguarding Period, then such obligation to Safeguard the Northern RDR Land shall continue to apply until the date of Completion and adoption as public highway and opening to traffic of the relevant part of the Northern RDR Land in accordance with the arrangements to be specified in the Northern RDR Agreement;
- 3.5.2 make the Northern RDR Land available for the construction of Northern RDR (including any preparatory steps, survey site investigation and/or similar) in accordance with the Northern RDR Programme and/or the Northern RDR Agreement;
- 3.5.3 use All Reasonable Endeavours to agree the terms of the Northern RDR Agreement relating to the detailed design, technical specification and provision of Northern RDR as highway works and, once agreed, shall enter into the Northern RDR Agreement as soon as reasonably practicable thereafter subject to having first been indemnified by Halley in a form satisfactory to the relevant party (acting reasonably) in respect of all costs, demands, expenses and liabilities which may arise from entering into the Northern RDR Agreement; and
- 3.5.4 agree to dedicate those parts of the Northern RDR Land as are necessary to secure the adoption of Northern RDR as public highway following Completion of Northern RDR in accordance with this paragraph [3],

Provided Always that for the purposes of paragraph 3.5.2 Halley shall only be permitted to access the Northern RDR Land within OPA Zone 2 for all purposes connected with construction of the Northern RDR pursuant to the terms of the separate legal agreement between Countryside L&Q and Halley for such period of time that such legal agreement remains in force between such parties and shall only be permitted to rely on and enforce the contractual provisions set out in paragraph 3.5.2 following the expiry or termination of such legal agreement.

- 3.6 If any party with a legal interest in the Northern RDR Land (or any part of it) (A Party) shall fail to make any part of the Northern RDR Land available for the construction of Northern RDR in accordance with this paragraph [3], then Halley (or any other Party delivering the Northern RDR) may serve written notice (**Default Notice**) on the A Party requiring the A Party to take action to remedy the breach within such reasonable period (which shall not be less than one (1) month (or such longer period as may be agreed in writing between Halley (or any other Party delivering the Northern RDR) and the A Party)) as shall be specified in the Default Notice and a copy of such Default Notice shall be sent to the City Council and the County Council PROVIDED THAT this paragraph 3.5 shall not apply in respect of:

- 3.6.1 any breach that arises out of any neglect, default and/or omission by (or on behalf of) Halley; and
- 3.6.2 the Threadneedle Land (save for making the relevant part of the Threadneedle Land available for preparatory steps, survey site investigation and/or similar in advance of commencement of construction of the Northern RDR) unless the Option Agreement has been validly exercised in respect of the relevant land required for the Northern RDR or unless the relevant land has been transferred to Countryside L&Q; and
- 3.6.3 Countryside L&Q, Hanson or Threadneedle for as long as the legal agreement between Countryside L&Q and Halley, pursuant to which Halley can lawfully access that part of the Northern RDR Land within OPA Zone 2 for all purposes connected with construction of the Northern RDR, remains in force and Halley shall only be permitted to rely on and enforce the contractual provisions set out in this paragraph 3.5 following the expiry or termination of such legal agreement.
- 3.7 If no action is taken by the A Party to promptly remedy the breach or the breach is not remedied within the period specified in the Default Notice (or such other extended period as may be agreed between the A Party and Halley (or any other Party delivering the Northern RDR) in writing) then the parties with a legal interest in the Northern RDR Land agree that Halley (or any other Party delivering the Northern RDR) shall be entitled to:
- 3.7.1 enter upon such part of the Northern RDR Land and other land controlled by the A Party as may be necessary and take such action in order to construct the whole or part of Northern RDR (as the case may be) including (but not limited to) making such payments and/or carrying out such works and/or entering into such agreements or deeds as it shall consider to be necessary;
- 3.7.2 act as attorney and agent of the A party for the purpose of executing any relevant documents including (without limitation) statutory agreements (such as the Northern RDR Agreement) and/or transfers of land to the County Council and statutory undertakers as a consequence of any breach;
- 3.7.3 recover from the A Party the reasonable and proper costs and expenses incurred by Halley (or any other Party delivering the Northern RDR) in undertaking all necessary steps pursuant to this paragraph and paragraph 0 above including the A Party Interest Rate on such costs to be calculated for the period from the date on which the costs were incurred until the date of payment,

PROVIDED THAT this paragraph 0 shall not apply in respect of:

- (i) any breach that arises out of any neglect, default and/or omission by (or on behalf of) Halley; and
- (ii) the Threadneedle Land (save for making the relevant part of the Threadneedle Land available for preparatory steps, ecology surveys and/or works (including in association with obtaining any related licences), survey site investigation and/or similar in advance of commencement of construction of the Northern RDR) unless the Option Agreement has been validly exercised in respect of the relevant land required for the Northern RDR or unless the relevant land has been transferred to Countryside L&Q; and

- (iii) Countryside L&Q, Hanson and Threadneedle for as long as the legal agreement between Countryside L&Q and Halley, pursuant to which Halley can lawfully access that part of the Northern RDR Land within OPA Zone 2 for all purposes connected with construction of the Northern RDR, remains in force and Halley shall only be permitted to rely on and enforce the contractual provisions set out in this paragraph 3.6 following the expiry or termination of such legal agreement.,

4. DESIGN CODE

- 4.1 It is hereby agreed and acknowledged that the Site Wide Design Principles Document has been approved by the City Council and establishes the framework for future Detailed Design Codes.
- 4.2 In order to provide a framework for creating exemplar developments across the Site with a consistent and high-quality standard of design, it is agreed and acknowledged that:
 - 4.2.1 the City Council shall be entitled to impose suitably worded planning condition(s) on each OPA to provide for the submission and approval of the Detailed Design Codes;
 - 4.2.2 unless otherwise agreed in writing by the City Council, the Detailed Design Codes for each OPA shall be substantially in accordance with the Site Wide Design Principles Document;
 - 4.2.3 progress in relation to the delivery of the design code principles and operation of the Site Wide Design Principles Document across the Site shall be reported and monitored as follows:
 - (a) through the forum of the PDG;
 - (b) pursuant to the reporting and monitoring obligations in Clause 20 of this PFA; and
 - (c) in accordance with any reporting and monitoring obligations as are included in the Site Specific Agreements.
- 4.3 The City Council hereby agrees to consult the County Council before approving the Detailed Design Codes.

5. SUSTAINABILITY STANDARDS

- 5.1 It is agreed and acknowledged that:
 - 5.1.1 the Sustainability Standards for the OPAs shall:
 - (a) be secured through suitably worded planning condition(s) on each OPA; and
 - (b) be applied at Reserved Matters stages for each OPA Zone,

PROVIDED ALWAYS THAT that any changes to the Sustainability Standards shall not apply to any OPA Zone in respect of which a Reserved Matters application has been submitted before the date such variations are agreed or determined; and

- 5.1.2 progress in relation to the Sustainability Standards across the Site shall be considered by the PDG and shall be subject to the reporting and monitoring obligations in Clause 20 of this PFA and any such reporting and monitoring obligations to be included in the Site Specific Agreements.

6. BIODIVERSITY NET GAIN

6.1 It is agreed and acknowledged that:

- 6.1.1 the BNG Site Wide Strategy has been approved by the City Council and establishes the framework for achieving BNG across the Site;
- 6.1.2 the OPAs and the Reserved Matters to be brought forward pursuant to the OPAs (and any other planning application that is submitted in respect of the Site) shall reflect the shared core objective and guiding framework principles for BNG in the DFD and the BNG Site Wide Strategy;
- 6.1.3 subject to paragraph 6.1.4 below, the Developers will continue to collaborate with each other in relation to BNG matters including through the forum of the PDG to:
- (a) develop compatible BNG strategies to deliver the core objectives and guiding framework principles specified in the DFD;
 - (b) use Reasonable Endeavours to achieve the aspirational Site-wide target of twenty percent (20%) for BNG set out in the DFD PROVIDED THAT, for the avoidance of doubt, this target applies to the entirety of the Development of the Site in its end-state and does not apply to each OPA and/or each phase of development within each OPA and/or Reserved Matters to be brought forward pursuant to each of the OPAs;
 - (c) implement the BNG Site Wide Strategy; and
 - (d) report and monitor progress in relation to the CGC-wide provision of BNG and the operation of the BNG Site Wide Strategy pursuant to the reporting and monitoring obligations in Clause 20 of this PFA and any such reporting and monitoring obligations in the Site Specific Agreements.; and
- 6.1.4 for the avoidance of doubt the provisions of this paragraph 6 shall not prejudice or affect the development of the land identified in Recital (E) pursuant to or in association with the Minerals Planning Permissions and Hanson shall have no obligation in relation to this paragraph 6 whilst such development is being undertaken.

7. PUBLIC OPEN SPACE

7.1 It is agreed and acknowledged that:

- 7.1.1 the OPAs shall reflect the shared core objectives and guiding framework principles for open space in Chapter 6 of the DFD;
- 7.1.2 community use agreements may be entered into in relation to Education Sites to facilitate community use and such arrangements shall be further detailed in Site Specific Agreements save that the County Council shall be entitled to restrict or

prevent access during normal school hours and/or when other school related activities are taking place;

7.1.3 the Developers will continue to collaborate with each other including through the forum of the PDG to:

- (a) develop compatible strategies to deliver the Public Open Space in broad conformity with the DFD; and
- (b) report and monitor Site-wide progress in relation to the delivery of the Public Open Space through the forum of the PDG and pursuant to the reporting and monitoring obligations in Clause 20 of this PFA and any such reporting and monitoring obligations in the Site Specific Agreements.

7.2 It is further agreed that the Site Specific Agreements will include suitably worded planning obligations (the precise terms of which are to be specified in the Site Specific Agreements) providing for the specification, ownership, management and maintenance of the Public Open Space to include obligations to:

- 7.2.1 set out the proposals for the long term management and maintenance of the Public Open Space including its transfer to the Stewardship Vehicle;
- 7.2.2 submit to the City Council for approval proposals for the detailed management and maintenance of the Public Open Space prior to (or as part of) the submission of the first application for Reserved Matters for each OPA, which shall be consistent with the approved Stewardship Vehicle Business Plan and the Stewardship Statement;
- 7.2.3 implement the approved proposals for the management and maintenance of the Public Open Space; and
- 7.2.4 deliver the Public Open Space according to specified delivery triggers (to be discussed through the forum of the PDG) and detailed in the Site Specific Agreements.

8. **STEWARDSHIP**

8.1 To:

8.1.1 ensure that each of the OPAs shall reflect the stewardship principles in the DFD and the Stewardship Statement;

8.1.2 ensure that:

- (a) the Stewardship Vehicle; and
- (b) the Stewardship Vehicle Business Plan,

are agreed between the Developers and approved by the City Council and the County Council before completion of the first Site Specific Agreement PROVIDED THAT if the Developers are unable to agree the Stewardship Vehicle and/or the Stewardship Vehicle Business Plan (as the case may be) within six (6) months following [the Resolution Date] then the relevant matter may be referred (upon application by any Developer) for expert determination in accordance with Clause [12] of this PFA; and

8.1.3 establish a stewardship steering group before completion of the first Site Specific Agreement PROVIDED THAT the roles, responsibilities and representation of the group shall be determined in agreement with the Councils.

8.2 In order to provide for a robust and sustainable stewardship structure in the planning and delivery process for the Site, it is hereby agreed and acknowledged that the Site Specific Agreements shall be in accordance with the Stewardship Statement and (unless otherwise agreed in writing by the Councils) shall include:

8.2.1 a process for agreeing income generating assets that the relevant Developer intends to offer to the Stewardship Vehicle (such as community buildings, areas of public open space, parking courts, mobility hubs and (within OPA 1 and OPA 3 only, if applicable) housing) to the extent that such matters are not already covered by the approved Stewardship Vehicle Business Plan;

8.2.2 a requirement that, prior to any asset transfer, an independent certification process (at the relevant Developer's expense) is undertaken to assess that the asset is fit for purpose, with the costs of this process being underwritten by the relevant Developer and with an appropriate mechanism to ensure that assets which fail the verification process will be made fit for purpose prior to transfer;

8.2.3 where applicable, a requirement that, prior to any asset transfer, a funding proposal is prepared, submitted to and agreed by the Councils setting out the proposed future management requirements of that asset and demonstrating that sufficient financial resources will be available in order to implement those requirements; and

8.2.4 information relating to the proposed form of asset transfer e.g. freehold or leasehold,

PROVIDED THAT, for the avoidance of any doubt, notwithstanding that separate obligations shall be included in each of the Site Specific Agreements, it is also agreed and acknowledged that the Developers shall continue to collaborate with each other in order to provide a comprehensive approach to stewardship arrangements across the Site.

9. **COMMUNITY FACILITIES**

9.1 It is hereby agreed and acknowledged that:

9.1.1 the Community Facilities shall be developed to address the core objective and relevant guiding framework principles for community facilities specified in Chapter 6 of the DFD;

9.1.2 the Developers will continue to collaborate with each other including through the forum of the PDG to:

- (a) develop compatible strategies to deliver the Community Facilities in broad conformity with the DFD;
- (b) ensure that the Community Facilities are flexible and multi-functional to meet the needs of different users; and
- (c) report and monitor Site-wide progress in relation to the delivery of the Community Facilities pursuant to the reporting and monitoring obligations

in Clause 20 of this PFA and any such reporting and monitoring obligations in the Site Specific Agreements;

9.1.3 the Site Specific Agreements will include suitably worded planning obligations relating to the specification, ownership, management and/or maintenance of the Community Facilities and (unless otherwise agreed in writing by the City Council) shall include obligations, which require:

(a) submission for the written approval of the City Council of proposals for the long term management and maintenance of the Community Facilities including any transfer to the Stewardship Vehicle

prior to the determination of the relevant Reserved Matters approval for the relevant Community Facilities for each OPA or such other timescales as may be agreed in writing by the City Council; and

(b) implementation of the approved proposals for the management and maintenance of the Community Facilities.

10. **TRANSPORT INFRASTRUCTURE AND SUSTAINABLE AND ACTIVE TRAVEL MODES**

General

10.1 It is hereby agreed and acknowledged that:

10.1.1 the OPAs shall reflect the shared core objective and relevant guiding framework principles in the Movement Strategy to deliver the vision and ethos for the CGC as set out in the DFD; and

10.1.2 the Site Wide Bus Strategy has been approved by the Councils and establishes the strategy for future bus provision across the Site as a whole; and

10.1.3 the OPAs shall have broadly consistent Parking Standards.

10.2 It is further agreed and acknowledged that the Transport Infrastructure and the Sustainable and Active Travel Modes measures:

10.2.1 are designed and built to accommodate the level of development proposed for the Site;

10.2.2 are in broad conformity with the relevant core objectives and guiding framework principles in the DFD unless otherwise set out in the OPAs and/or any Site Specific Agreement;

10.2.3 are integrated across the Site without any restriction, impediment or ransom; and

10.2.4 are provided in accordance with the thresholds, timings, and delivery requirements of the IDP and relevant provisions of the Site Specific Agreement subject to the Force Majeure Event provisions of this PFA.

Bus Strategy and Travel Plan related provisions

10.3 It is further agreed and acknowledged that each Site Specific Agreement shall include planning obligations relating to the following matters in relation to the relevant OPA Zone;

10.3.1 the submission, approval and implementation of a bus strategy in respect of the relevant OPA Zone which shall be in broad accordance with the Site Wide Bus Strategy and include the following information (unless otherwise agreed in writing by the Councils);

- (a) the bus services to be provided together with their related routes, hours and frequency of operation;
- (b) a specification for the vehicles to be provided;
- (c) the projected cost of provision; and
- (d) a programme for its implementation,

PROVIDED THAT prior to its submission, the TRG shall be consulted about each of the proposed bus strategies;

10.3.2 the submission, approval and implementation of a Travel Plan in respect of the relevant OPA Zone;

10.3.3 the appointment of a travel plan co-ordinator to oversee implementation of the relevant Travel Plan(s) PROVIDED THAT the Developers shall explore the possibility of appointing a single co-ordinator to cover the Site as a whole;

10.3.4 the submission, approval and provision of a travel pack for the first Occupier of each Dwelling in the relevant OPA Zone in accordance with the relevant approved Travel Plan(s) PROVIDED THAT prior to its submission the TRG shall be consulted about each of the proposed travel packs;

10.3.5 the Car Club Provisions PROVIDED THAT the Developers shall use Reasonable Endeavours to achieve a consistent approach to the Car Club Provisions across the Site as a whole subject to any proposal by a Developer for enhanced Car Club Provisions in an OPA Zone, which may be agreed in writing from time to time by the County Council;

10.3.6 if applicable, provision of a mobility hub consistent with the Stage I Masterplan and in accordance with the relevant Reserved Matters approval; and

10.3.7 submission, approval and implementation of a Car Parking Management Strategy.

10.4 It is further agreed and acknowledged that each of the Site Specific Agreements shall include planning obligations requiring the completion of off-site highway works and/or the payment of financial contributions to the County Council to secure completion of the related off-site highway works before a specific number of Dwellings in the relevant OPA Zone is Occupied (as identified in that Site Specific Agreement) all of which shall be in accordance with the IDP (including the relevant specifications and financial amounts in the IDP).

Domsey Lane Mitigation

10.5 It is further agreed and acknowledged that the Domsey Lane Mitigation shall be carried out and completed as follows, unless otherwise agreed in writing by the City Council:

- 10.5.1 within six (6) months of completion of this PFA details (including design and a programme for implementation having regard to the need to obtain an order pursuant to section 249 of the 1990 Act) of the Domsey Lane Mitigation (OPA Zone 1) shall be submitted to the Councils for their approval, such programme to ensure that the Domsey Lane Mitigation shall be Practically Completed prior to or at the same time as Completion of the NRDR;
- 10.5.2 within six (6) months of completion of this PFA, details (including design and a programme for implementation having regard to the need to obtain an order pursuant to section 249 of the 1990 Act) of the Domsey Lane Mitigation (OPA Zone 3) shall be submitted to the Councils for their approval such programme to ensure that the Domsey Lane Mitigation shall be Practically Completed prior to or at the same time as Completion of the NRDR;
- 10.5.3 the relevant Developer of OPA Zone 1 or OPA Zone 3 shall notify the City Council in writing as soon as reasonably practicable after technical approval has been obtained in respect of the Domsey Lane Mitigation (OPA Zone 1) and the Domsey Lane Mitigation (OPA Zone 3);
- 10.5.4 as soon as reasonably practicable after receipt of written confirmation pursuant to paragraph 10.5.3 above, the City Council shall use Reasonable Endeavours to make an application for an order, and thereafter to secure confirmation of that order, pursuant to section 249 of the 1990 Act (or such alternative order if the City Council considers there is an alternative appropriate route) and the relevant Developer of OPA Zone 1 or OPA Zone 3 shall provide such support and assistance as the City Council may reasonably require to secure the confirmation of such an order;
- 10.5.5 subject to confirmation of an order pursuant to section 249 of the 1990 Act or such other enabling legislation (which is free of legal challenge and capable of implementation), the Domsey Lane Mitigation (OPA Zone 1) and the Domsey Lane Mitigation (OPA Zone 3) shall be Completed in accordance with the approved details and in any event no later than the Completion of the NRDR;
- 10.5.6 Halley may Complete the Domsey Lane Mitigation (OPA Zone 1) on behalf of Ptarmigan pursuant to paragraph 10.5.5 subject to reasonable notice being provided to the Councils prior to the works commencing;
- 10.5.7 details of the Domsey Lane Active Travel Link shall form part of the first Reserved Matters application that is submitted in respect of parcel CH7 in the case of OPA Zone 1 and parcel 16 in respect of OPA Zone 3 PROVIDED THAT the relevant Developers shall collaborate and co-operate with each other so as to ensure that the details that are submitted for approval are entirely consistent; and
- 10.5.8 subject to obtaining approval pursuant to paragraph 10.5.3, the Domsey Lane Active Travel Link shall be carried out and Completed as part of the Domsey Lane Mitigation (OPA Zone 1) or the Domsey Lane Mitigation (OPA Zone 3) whichever is the later to be commenced.

Monitor and Manage Strategy

- 10.6 It is further agreed and acknowledged that:

- 10.6.1 the Monitor and Manage Strategy has been approved by the Councils and (amongst other things) establishes the framework for the future use of the Monitor and Manage Fund where necessary;
- 10.6.2 the Site Specific Agreements for each OPA Zone shall include planning obligations requiring:
 - (a) implementation of, and compliance with, the Monitor and Manage Strategy; and
 - (b) expenditure (by, or on behalf of, the County Council) of the Monitor and Manage Fund (if deemed to be necessary) on agreed mitigation measures.

11. AFFORDABLE HOUSING

- 11.1 It is agreed and acknowledged that the Site Specific Agreements shall secure no less than the Affordable Housing Requirement for each relevant OPA Zone (subject to Clause [16]) and will include suitably worded planning obligations for the Affordable Housing provisions to include the following requirements:
 - 11.1.1 submission of an Affordable Housing Scheme for approval by the City Council;
 - 11.1.2 specification of the delivery triggers for the Affordable Housing within the relevant OPA Zone;
 - 11.1.3 provision for the affordability of the Affordable Housing including any eligibility criteria; and
 - 11.1.4 provision for the transfer of the Affordable Housing Units to a RP where applicable.

12. CONTRIBUTIONS

- 12.1 The Parties hereby agree that subject to:
 - 12.1.1 the City Council and the County Council not fettering their statutory discretion; and
 - 12.1.2 compliance with the relevant statutory and policy tests for planning obligations in Regulation 122 of the CIL Regulations and paragraph 58 of the NPPF,

the nature and extent and amount of any other financial contributions sought by the City Council and the County Council (as the case may be) shall be as provided for in the Site Specific Agreements.

13. EMPLOYMENT

- 13.1 It is hereby agreed and acknowledged that:
 - 13.1.1 the OPAs shall be in broad conformity with the shared core objective and relevant guiding framework principles for employment and skills in the DFD and the Site Wide Employment Statement;
 - 13.1.2 the Developers will continue to collaborate with each other including through the forum of the PDG to:

- (a) develop compatible strategies to deliver the employment and skills provision to reflect the employment strategy in the DFD and the Site Wide Employment Statement; and
- (b) report to the Councils and monitor Site-wide progress in relation to the delivery of the employment and skills strategy specified in the DFD and operation of the Site Wide Employment Statement pursuant to the reporting and monitoring obligations in Clause 20 of this PFA and any such reporting and monitoring obligations in the Site Specific Agreements.

14. THIRD PARTY LAND

It is hereby agreed and acknowledged that, if it becomes apparent that any Third Party Land is required to facilitate construction and/or operation of the Development or any part thereof or to secure compliance with any provision of this PFA, the Landowners and the Developers will continue to collaborate with each other including through the forum of the PDG to develop and implement compatible strategies to seek to secure control of the relevant Third Party Land and/or to secure the Necessary Consents from the owner(s) of the Third Party Land to include entering into all necessary documentation and doing all things reasonably required to facilitate the development of the relevant OPA Zone and/or to secure compliance with this PFA without creating any hindrance or ransom.

15. CIL PROTOCOL

- 15.1 If the City Council's existing CIL rate and/or regime is materially increased (over and above indexation) or if CIL is replaced or supplemented by another charging regime, then the Parties will use All Reasonable Endeavours to agree to such variations to this PFA and/or the Site Specific Agreements (if relevant and subject always to not fettering the discretion of the City Council and/or County Council as a local planning authority) with the intent that:

15.1.1 the planning benefits secured by this PFA and the relevant Site Specific Agreements should continue to be secured and delivered; and

15.1.2 the Developers and/or the Landowners should not be in a position where they are required to pay the materially increased CIL or other charge (as the case may be) and to perform the planning obligations under this PFA and the relevant Site Specific Agreements in relation to the provision of infrastructure which are identified to be funded by the materially varied CIL regime or the other charge.

- 15.2 If the Developers and/or the Landowners shall be obliged to pay any increased CIL or other charge related to the Development or Planning Permission which would (in whole or in part) duplicate or overlap with such obligation in this PFA and/or the relevant Site Specific Agreement(s) (as the case may be) then the relevant parties shall use All Reasonable Endeavours (if relevant and subject always to not fettering the discretion of the City Council and/or County Council as a local planning authority) to agree to offset the relevant proportion of the cost of performing any planning obligation under this PFA and/or the relevant Site Specific Agreement(s) attributable to the material increased value of the CIL payment or other charge against an Infrastructure Contribution which is due to the extent the City Council and/or County Council is reasonably satisfied no duplication or overlap arises.

16. SLOT IN PROTOCOL

- 16.1 For the avoidance of doubt, the provisions contained in this paragraph 16 and relevant definitions in Clause 1 of this PFA shall (unless otherwise agreed with the City Council) be included (*mutatis mutandis*) in each Site Specific Agreement.
- 16.2 The Parties hereby agree and acknowledge that the following Slot In Protocol shall apply to any Slot in Applications to be brought forward in relation to the Site (or any part of it) from time to time, namely that:
- 16.2.1 the purpose of the Slot in Protocol is to set out the details of the mechanisms to be applied in the event that amendments are proposed to be made to the Developments through Slot in Applications which may be brought forward from time to time for alternative development to replace consented development pursuant to a Planning Permission in respect of the relevant part of the Site;
 - 16.2.2 the Slot in Protocol does not fetter the City Council's discretion as local planning authority in its consideration of the individual merits of any Slot in Application which may be brought forward from time to time;
 - 16.2.3 it is prudent to make express provision for a Slot in Protocol in the light of the Supreme Court case of *Hillside Parks Ltd v Snowdonia National Park Authority* [2022] UKSC 30 which concerned the ability to carry out development under overlapping planning permissions;
 - 16.2.4 the role of the Slot in Protocol is to seek to ensure physical compatibility between the development proposed in the Slot in Application and its surrounds so that elements of the development under each Planning Permission are consistent with each other and to seek to ensure that any Slot in Permission is legally robust and does not give rise to any physical inconsistency which would prevent the carrying out of the remainder of the development permitted by the earlier permission(s) or any physical or other inconsistency that would prevent compliance with any of the conditions attached to the earlier permission(s);
 - 16.2.5 the process for the submission of a future Slot in Application requires that:
 - (a) each Slot in Application shall be accompanied by:
 - (i) a Statement of Superseded Development; and
 - (ii) a plan(s) showing the area of the Slot-in Application and the area of the Development which is to be superseded;
 - (b) the Slot in Application shall (through necessary accompanying documents):
 - (i) demonstrate that the remainder of the earlier Planning Permission(s) can still physically be delivered;
 - (ii) demonstrate that the planning conditions of the earlier Planning Permission(s) (as amended or to be amended) can be complied with in the context of the Slot in Development;
 - (iii) demonstrate whether any amendments are required to the relevant legal agreement in respect of the Development pursuant to the earlier Planning Permission(s);

- (iv) demonstrate that any Infrastructure and/or Contributions secured in this PFA and/or a Site Specific Agreement shall not be materially delayed or delivery prejudiced; and
- (v) include such necessary supporting information as may reasonably be required to enable a decision to be made by the City Council as to whether there is any requirement to carry out an environmental assessment of the likely significant environmental effects of the Slot in Development.

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SCHEDULE 3 - THE CITY COUNCIL AND THE COUNTY COUNCIL COVENANTS

Part 1- City Council Covenants

The City Council covenants with the Landowners and the Developers as follows:

I REINVESTMENT OF CIL

- 1.1 Subject to the City Council obtaining the Necessary CIL Approvals (and whether CIL is to be a Cascade 1 item for the purposes of Clause 17) to work with the Developers and the County Council to identify the relevant sums of CIL Reinvestment to be used for Infrastructure including the relevant items of Infrastructure together with a programme for collection of CIL and delivery of Infrastructure, which may include entering into contracts with third parties.

Part 2 – County Council Covenants

The County Council covenants with the Landowners and the Developers as follows:

2 PROVISION OF INFRASTRUCTURE AND COMMUNITY USE AGREEMENT

- 2.1 Subject to payments of the Infrastructure Contributions as they fall due in accordance with the IDP and Site Specific Agreements, to use All Reasonable Endeavours (where applicable) to secure the provision of each item of Infrastructure in the Developer Financial category to be delivered by the County Council in accordance with the IDP and Site Specific Agreements (as the case may be).
- 2.2 To use Reasonable Endeavours to ensure that the operators of the Education Sites enter into community use agreements to facilitate community access to the facilities provided within the Education Sites.

3 NORTHERN RDR

- 3.1 The County Council covenants with Halley and any other party delivering the Northern RDR and all parties with a legal interest in the Northern RDR Land (or any part of it) to:
- 3.1.1 following receipt of a written request from Halley (or any other party delivering the Northern RDR), and at the cost of Halley, enter into the Northern RDR Agreement(s) as soon as reasonably practicable so as to facilitate the carrying out and Completion of Northern RDR (or the relevant part of it) in accordance with:
- (a) this PFA;
 - (b) the Northern RDR Permission;
 - (c) the Northern RDR Agreement; and
 - (d) the Northern RDR Programme (including any subsequent amendments that are agreed in accordance with this PFA);
- 3.1.2 co-operate with Halley (or any other party delivering the Northern RDR) and the parties with a legal interest in the Northern RDR Land (or any part of it) and to take all necessary steps (including committing all necessary and reasonable resources at Halley's cost) to facilitate Completion of the Northern RDR by Halley in accordance with:

- (a) this PFA;
 - (b) the Northern RDR Permission;
 - (c) the Northern RDR Agreement; and
 - (d) the Northern RDR Programme (including any subsequent amendments that are agreed in accordance with this PFA);
- 3.1.3 subject to all relevant details being provided by Halley (or any other party delivering the Northern RDR), use All Reasonable Endeavours to ensure that all details that it receives for approval pursuant to the Northern RDR Agreement are determined as soon as practicable;
- 3.1.4 be liable for the costs and/or physical delivery of connecting Northern RDR to the Chelmsford North East Bypass Section 1a if Northern RDR is Completed before the Chelmsford North East Bypass Section 1a is Completed PROVIDED THAT the County Council shall use All Reasonable Endeavours to Complete the Chelmsford North East Bypass Section 1a so as to ensure it connects into Northern RDR and is open to traffic which is accessing Northern RDR to and from the Chelmsford North East Bypass Section 1a as soon as reasonably practicable following Completion of Northern RDR in accordance with this PFA and the Northern RDR Agreement;
- 3.1.5 provide Halley (or any other party delivering the Northern RDR) with regular updates (being no less than once every three (3) months) of progress of construction of the Chelmsford North East Bypass Section 1a having regard to its obligations in this PFA; and
- 3.1.6 if the Chelmsford North East Bypass Section 1a is Completed before Northern RDR is Completed, to co-operate with Halley (or any other party delivering the Northern RDR) and the parties with a legal interest in the Northern RDR Land (or any part of it) and to take all necessary steps (including committing all necessary and reasonable resources at Halley's cost) to facilitate the physical connection of the Northern RDR to the Chelmsford North East Bypass Section 1a.

Part 3 – City Council and County Council Covenants

The City Council and the County Council covenant with the Landowners and the Developers as follows:

4 EXPENDITURE OF CONTRIBUTIONS

- 4.1 To ensure that the Infrastructure Contributions shall be applied only towards the provision of Infrastructure in accordance with the IDP.
- 4.2 Not to spend each of the Infrastructure Contributions otherwise than on the relevant item of Infrastructure identified within the IDP.
- 4.3 To provide a breakdown of expenditure from the monies paid to the City Council and the County Council pursuant to this PFA and/or the relevant Site Specific Agreement (as the case may be), if so requested, in writing by the Landowners/Developers PROVIDED THAT (unless otherwise agreed in writing by the City Council and/or the County Council as the case may be) the Landowners/Developers shall each only make one such request in any six (6) month period.

- 4.4 To procure a breakdown of expenditure from the monies received from the Landowners/Developers which relate to the City Council and the County Council's functions pursuant to this PFA within twenty (20) Working Days of receipt of a request in writing by the Landowners/Developers PROVIDED ALWAYS THAT the Landowners/Developers shall each only make one such request in any six (6) month period.
- 4.5 If any monies that are paid to the City Council or the County Council (as the case may be) pursuant to this PFA shall not have been expended or contractually committed to be expended within ten (10) years after the date upon which the final payment of such monies is received in full, then the City Council and the County Council covenant if requested within one (1) year thereafter in writing to return the unspent part or the non-contractually committed part of the relevant monies, the unspent part or the non-contractually committed part of the relevant monies shall be returned to the payor together with any accrued interest within twenty (20) Working Days of receipt of a written demand from the relevant payor PROVIDED THAT, for the avoidance of doubt, each Site Specific Agreement shall include details of the clawback provision to apply in relation to financial contributions payable pursuant to that Site Specific Agreement.
- 4.6 In the event that no written request is received by the City Council or the County Council from the Developer for unspent or non-contractually committed monies pursuant to paragraph 4.5 above, the Developer shall accept that the contributions have been spent in full for the relevant purpose as appropriate.

5 TREATMENT OF APPLICATIONS AND APPROVAL OF DETAILS

- 5.1 To use Reasonable Endeavours to ensure that applications and/or approvals of details and/or discharge applications (including applications for Reserved Matters approvals) submitted pursuant to any Planning Permission and/or this PFA and/or the relevant Site Specific Agreements respectively are determined as soon as practicable post submission provided that such applications, or approvals of details or discharge applications (as the case may be) are in broad conformity with:
- 5.1.1 the terms of this PFA;
 - 5.1.2 the timings in the individual PPA;
 - 5.1.3 the DFD;
 - 5.1.4 the IDP;
 - 5.1.5 the planning conditions imposed on the relevant Planning Permission; and
 - 5.1.6 the relevant Site Specific Agreement(s),
- unless otherwise agreed in writing by the City Council and/or the County Council (as the case may be).
- 5.2 To co-operate in any discussions regarding an Open Space Specification including the likely costs of particular works and/or maintenance requirements where appropriate.
- 5.3 On reasonable written request, to provide the Landowners/Developers with such reasonable information in the City Council's and County Council's (as the case may be) possession reasonably relevant to discussions regarding an Open Space Specification.

6 ACCESS

- 6.1 At the time of entering into this PFA, no land within the ownership or control of the County Council has been identified by the Parties within the area identified on Plan [6] as being reasonably required to carry out any works pursuant to the relevant Planning Permission limited to highways or active travel works.
- 6.2 Notwithstanding the provisions of paragraph 6.1 of this Schedule above, in the event that it is subsequently identified by any of the relevant parties that land within the ownership or control of the County Council is reasonably required to carry out any highway or active travel work required to be carried out on land within the area identified on Plan [6] pursuant to the relevant Planning Permission then subject to the provisions of paragraph [6.3] below, the County Council shall:
- 6.2.1 permit such reasonable access and use of such land to the relevant party and their respective agents, officers, employees or similar within the ownership or control of the County Council as is reasonably required by the relevant party to carry out any other works pursuant to the relevant Planning Permission at reasonable times subject to the relevant fees set out in paragraph [6.3.1] (if applicable) and upon reasonable prior written notice of at least seven (7) days being provided by the relevant party except in the case of an emergency or as otherwise agreed by the County Council;
 - 6.2.2 grant such rights and licences (without any restriction, impediment or ransom) as are reasonably required by the same in order to facilitate the carrying out of such works and where necessary and appropriate dedicate such land as highway to enable the delivery of the relevant works by the relevant party;
 - 6.2.3 where any land of the County Council has highway status any access be subject to its duties and powers relating to that status and the parties shall be required to comply with the County Council's standard requirements (including, without prejudice to the generality of the foregoing, the provision of documentation and payment of fees) in relation thereto.
- 6.3 The County Council shall not be required to comply with the requirements of paragraph 6.2 above unless the relevant party has first (unless otherwise agreed):
- 6.3.1 entered into such agreements as the County Council may reasonably require to ensure that such works are carried out in such a way as to reduce any disruption damage or inconvenience to a reasonable minimum including:
 - (a) the provision of warranties in favour of the County Council;
 - (b) the requirement for all contractors to enter into relevant health and safety agreements required by the County Council;
 - (c) the guaranteed access over the completed works and adoption as public highway (where applicable) as soon as reasonably practicable;
 - (d) agreement on the programme as to the carrying out of the works;
 - (e) details of any intended contractors' compounds;
 - (f) agreement on the specification and design of proposed works;

- (g) provisions ensuring adequate maintenance of the works (for a period agreed with the County Council) at no cost to the County Council;
 - (h) such matters are may be required by virtue of paragraph 0 above; and
 - (i) indemnification of the County Council in respect of all reasonable legal and technical costs properly incurred;
- 6.3.2 complied with all requirements whether statutory or those of the County Council relating to health and safety which the relevant Council may reasonably require;
- 6.3.3 ensured that the design of the works is as consistent as reasonably practicable with the Development and consistent in all respects with any relevant approved Detailed Design Code and/or Reserved Matters approval relating to any relevant part of the Development;
- 6.3.4 entered into a provision to make good any damage caused as soon as possible to the reasonable satisfaction of the County Council; and
- 6.3.5 entered into a provision not to interfere with or obstruct access to the relevant part of the Site or interfere with or obstruct works being undertaken on the relevant part of the Site by the relevant Developer or his servants agents employees contractors or invitees.

Execution page

In witness of which this PFA has been executed by the Parties as a **deed** and **delivered** on the date set out at the beginning of this PFA.

[RELEVANT ATTESTATION CLAUSES TO BE ADDED]

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APPENDIX I - NORTHERN RDR PROGRAMME

Draft

APPENDIX 2 - STEWARDSHIP STATEMENT

Draft

APPENDIX 3 - BNG SITE WIDE STRATEGY

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APPENDIX 4 - GARDEN CITY PRINCIPLES

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APPENDIX 5 - EDUCATION STRATEGY

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APPENDIX 6 – MONITOR AND MANAGE STRATEGY

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APPENDIX 7 – IDP

Draft

APPENDIX 8 – SAFE ROUTES TO SCHOOL SPECIFICATION

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APPENDIX 9 – SITE WIDE BUS STRATEGY

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APPENDIX 10 – SITE WIDE DESIGN PRINCIPLES DOCUMENT

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APPENDIX 11 - SITE WIDE EMPLOYMENT STATEMENT

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APPENDIX 12 – JUNCTION 19 SCHEME

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APPENDIX 13 – ORGANISATION CHART

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