

# Chelmsford Local Plan

## Statement of Common Ground with North East Chelmsford (SGS4) Site Promoters - Strategic Matters

November 2018



*Our Planning Strategy to 2036*



### **Statement of Common Ground with North East Chelmsford (SGS4) Site Promoters – Strategic Matters**

#### **1. Introduction**

1.1 This Statement of Common Ground (SOCG) has been jointly prepared by North East Chelmsford Garden Village Consortium (the 'Consortium'), Chelmsford City Council (CCC) and Essex County Council (ECC) in relation to the proposed Local Plan site allocation Strategic Growth Site 4 - North East Chelmsford (SGS4). It considers areas of agreement (and any areas of disagreement) between the parties following the Consortium's representations on the Chelmsford Pre-Submission Local Plan, Sustainability Appraisal (SA) and Habitats Regulations Assessment (HRA) (Representations numbers PS2052-PS2070 PSSA62, PSHRA12).

1.2 Location 4 – North East Chelmsford is the largest strategic site allocation within the Local Plan Pre-Submission Document and will deliver a significant amount of new housing around 3,000 new homes and employment growth over the plan period. The wider allocation has the capacity for a further 2,500 new homes to be delivered post-2036. Due to the nature and configuration of the site with areas subject to mineral extraction affecting its phasing and other masterplanning matters such as the location of green infrastructure, the wider site is being allocated within the new Local Plan for 3,000 new homes.

1.3 Three SOCGs are being prepared in total in relation to Location 4 North East Chelmsford with others covering Minerals and Highways and Infrastructure matters. This SOCG relates to strategic matters in the overall delivery of the site.

1.4 The agreed matters in this SOCG do not preclude any further written or verbal representations that the City Council, County Council and the Consortium may wish to make as part of the Local Plan Examination, in relation to any other matters which may not have been agreed and/or which do not form part of this SOCG.

## 2. The Consortium

2.1 The Consortium comprises all the site landowners, developers and minerals operators who are working collaboratively to bring the site forward for development. The signatories to this SOCG and their interest in the site is set out below:

| Signatory                                | Interest in Site   |
|--|--|
| Cliffords Ltd and Cliffords Family Trust | Landowner  |
| Countryside Zest                         | Promoter (also signing on behalf of Threadneedle Pensions Ltd) |
| Hanson Quarry Products Europe Ltd        | Minerals Operator / Landowner                                  |
| Threadneedle Pensions Ltd                | Landowner  |
| Ptarmigan Land                           | Promoter   |
| Chelmsford City Council                  | Local Planning Authority                                       |
| Essex County Council                     | County Council   |

2.2 A Consortium Collaboration Agreement (CCA) is attached at **Appendix 1**. The CCA sets out how the landowners and promoters will work together to support CCC in taking forward their Local Plan and delivering development in accordance with the Local Plan. To accompany the CCA, the Consortium have also signed a Memorandum of Understanding (MoU) providing more information about the delivery of infrastructure for development at the North East Chelmsford Garden Village. The MoU is attached at **Appendix 2**. The Consortium are preparing an Infrastructure Delivery Plan (IDP) for NE Chelmsford expanding upon the Council's IDP (EB 018) and Development Framework Document (DFD) which will also set out how the development of the site will be delivered.

2.3 The CCA also sets out that all parties will enter into a joint Planning Performance Agreement (PPA) with CCC and work collaboratively with a North East Chelmsford Delivery Board to deliver the site throughout and beyond the plan period. The PPA has been signed. There is also an agreed Term of Reference for the North East Chelmsford Delivery Board, included in **Appendix 3**, and an agreement relating to the sharing of infrastructure costs is also included in the CCA in **Appendix 1**.

2.4 The City Council and the Consortium have submitted a joint bid to the Ministry for Housing, Communities and local Government for the North East Chelmsford Garden Village to have official



garden community status and provide a package of support for its delivery. The bid has been fully supported by Essex County Council, South East Local Enterprise Partnership, Braintree District Council, Uttlesford District Council, Network Rail, Clinic Commissioning Group, and the local MPs.

2.5 The site lies to the north-east of Chelmsford adjacent to the existing Urban Area of Chelmsford and existing developments at Beaulieu and Channels. A plan of site allocation SGS4 as shown on Map 1 of the Pre-Submission Local Plan Policies Map (as proposed for amendment AC255 in SD 002 Pre-Submission Local Plan Schedule of Additional Changes June 2018) and a landownership plan are given in **Appendix 4 and 5**.

2.6 Location 4 lies to the north-east of Chelmsford beyond the existing developments at Beaulieu and Channels. Outline planning permission has been granted for 4,350 new homes, 40,000 sqm floorspace business park and new rail station at Beaulieu and Channels in the north east of Chelmsford. Construction work commenced on the scheme in 2014. The phased delivery of this allocation will continue into the late 2020s. The Council closely monitors and publishes quarterly completions for the current large strategic development at Beaulieu and Channels in the north east of Chelmsford. This shows that these sites are achieving the annual projections set out in the Council's Housing Site Schedule. These are attached at **Appendix 7** of this SOCG.

### **3. Legal Compliance and Duty to Co-operate**

3.1 All parties to this SOCG consider that the Chelmsford Pre-Submission Local Plan is legally compliant and consistent with national planning policy including the National Planning Policy Framework (2012). It is considered that Chelmsford City Council has fulfilled the Duty to Co-operate and that the Local Plan has been prepared in accordance with the timetable set out in the Local Development Scheme. Furthermore, it is considered that the consultation on the Local Plan has been in accordance with the Council's Statement of Community Involvement and appropriate bodies have been consulted. A comprehensive and robust Sustainability Appraisal has also been carried out to support the Local Plan.

#### **4. Spatial Strategy and Sustainability Appraisal/Strategic Environmental Assessment (SA/SEA)**

4.1 The Spatial Strategy contained within the Chelmsford Pre-Submission Local Plan is considered sound i.e. positively prepared, justified, effective and consistent with national policy and legislation. It is also supported by a comprehensive, proportionate and robust evidence base.

4.2 An appropriate and robust SA/SEA has been undertaken throughout the preparation of the Local Plan in an iterative and consultative manner which has led to the Local Plan containing the most appropriate and sustainable strategy for development and growth.

#### **5. Strategic Priorities, Vision and Spatial Principles**

5.1 The Strategic Priorities, Vision and Spatial Principles within the Chelmsford Pre-Submission Local Plan provide a robust and sound strategic framework.

#### **6. Strategic Policies**

6.1 The Chelmsford Pre-Submission Local Plan contains a suite of sound Strategic Policies. These are supported by a sound and robust evidence base that delivers the Strategic Priorities and Vision, and that are in accordance with the Spatial Principles.

##### Location 4– North East Chelmsford

6.2 The site allocation policy for North East Chelmsford sets out the amount and type of development expected to be provided together with specific supporting infrastructure and other requirements needed both within and beyond the Plan period.

The parties to this SOCG agree to the following main principles for the site:

##### *Development and masterplanning principles*

- The extent of the site allocation boundary and Country Park as shown on the Pre-Submission Local Plan Policies Map (Map 1 - Chelmsford Urban Area) and attached at **Appendix 4**.

- That the site as shown at **Appendix 4** is suitable, available, achievable and deliverable.
- The amount and type of development i.e. around 3,000 new homes within the plan period of mixed size and type including affordable housing and specialist residential development, 45,000sqm of employment floorspace and 9 serviced plots for Travelling Showpeople.
- That the wider allocation may have the capacity for a further 2,500 new homes to be developed post-2036.
- Delivery of 35% affordable housing in accordance with the requirements of the Local Plan and Policy HO2.
- The site masterplanning principles and the need to prepare a masterplan to be approved by CCC. A PPA has been signed with CCC which will guide the content, timing, preparation and consultation of the masterplan.
- The delivery period of between 2022 and 2036 and the completion rate contained within the Housing Trajectory as set out in the Council's Schedule of Additional Changes (see below).

### *Infrastructure*

- The supporting on-site development and site infrastructure requirements including a new Country Park; neighbourhood centres incorporating convenience food retail, community and healthcare provision; and multi-functional green infrastructure.
- Land (circa 9 hectares) for a co-located secondary school and the total cost of physical scheme provision with delivery through the Local Education Authority.
- Land (circa 2.1 hectares and 2.4 hectares) for two co-located primary schools each with early years and childcare nursery and the total cost of physical scheme provision with delivery through the Local Education Authority.
- Land (circa 0.26 hectares) for two stand-alone early years and childcare nurseries and the total cost of physical scheme provision with delivery through the Local Education Authority.
- Safeguarded land for the future extension of Chelmer Valley Park and Ride.
- The main vehicular access points; cycle and walking routes (and where appropriate bridleways) and connections to the wider area; crossing points; local and strategic road network improvements and measures to maximise sustainable transport – see SOCGs on Highways and Transport and Proposed Station at Beaulieu for more details.
- Provision of bus services, infrastructure and priority measures.

- Appropriate re-phasing of minerals extraction and restoration and Minerals Resource Assessment – see Minerals SOCG for more details.

### *Design and layout*

- The delivery of a high-quality comprehensive garden community development underpinned by a series of interrelated principles which are based on the Town and Country Planning Association (TCPA) Garden City Principles.
- The delivery of growth alongside a network of green infrastructure, habitat mitigation and creation to mitigate the visual, biodiversity and heritage impacts of the development.
- The delivery of a coherent network of public open spaces, formal and informal sport, recreation and community space within the site.
- The delivery of growth around a coherent framework of routes, blocks and spaces that deliver areas of distinct character and also integrate historic and landscape features into the surrounding rural and urban context.

### *Development requirements*

- Preserve and enhance the historic and natural environment.
- Undertake an Archaeological Assessment.
- Provision of suitable SUDS and flood risk management.
- Financial contributions to delivery of the full route of the Chelmsford North East Bypass in single carriageway, Beaulieu Station and community space and facilities.
- Provision of, and/or financial contributions to, healthcare provision as required by the NHS/CCG.
- Provision of, and financial contributions to, facilitate and sustain a dedicated car club for residents and businesses with the site and for the use of the wider community.
- Provision of, or make financial contributions to, new or enhanced sport, leisure and recreation facilities.

6.3 Since the Chelmsford Pre-Submission Local Plan has been submitted, the Consortium has been working on the preparation of a North East Chelmsford Infrastructure Delivery Plan (IDP) which complements and expands upon the Council's IDP (EB 0180) and a Development Framework Document (DFD) which provides the spatial representation of the policy principles in Strategic Growth Site 4 –

North East Chelmsford Policy in the proposed new Local Plan. These documents have been prepared in collaboration with CCC and ECC. They are living documents that will evolve during the masterplanning/PPA process to demonstrate that the above principles and requirements can all be met.

## **7. Delivery**

7.1 The Consortium members have agreed that they will work together in a collaborative and harmonious manner.

7.2 The Consortium has agreed that the development will be brought forward through the preparation of individual planning applications submitted on behalf of the owners, with the applications being consistent with the Masterplan for the whole site which will be agreed through the Planning Performance Agreement.

7.3 The Consortium members have agreed that they would expect to see this approach reflected in and enforced through section 106 agreements signed with the Council and other relevant parties. Both Countryside and Ptarmigan have experience of working in this way on the delivery of Beaulieu Park and Channels, which is successfully delivering housing and infrastructure on the basis of such agreements.

7.4 There are three key elements to the infrastructure delivery, as set out in the Consortium's Infrastructure Delivery Plan (IDP) (EB 018) referred to above. The IDP has been produced in accordance with the trajectory for the development in CCC's own IDP and is replicated below:

- i) Large site-related infrastructure (see **Appendix 6**, Delivery of the Chelmsford and North East Bypass Phases 1 and 2 and Other Strategic Infrastructure):
  - Roads:
    - North Chelmsford Bypass Phase 1 single carriageway on site between points 4 and 10 (see Delivery of the Chelmsford and North East Bypass Phases 1 and 2 and Other Strategic Infrastructure at **Appendix 6**);
    - RDR2 between points 7 and 8 (see **Appendix 6**);
    - The above will be paid for as a cost of the development.

ii) Strategic off-site infrastructure:

- North Chelmsford Bypass Phase 1 (single carriageway off site) between points 9 and 10 towards Deres Bridge (see **Appendix 6**) to be delivered in Phases 2 (2026-2031) and 3 (2031-2036, see Appendix 1A of the Consortium's IDP).
    - The cost of the above will be shared by relevant other developments in the Plan, as well as by neighbouring developments in Braintree as referred to in the Council's Draft Planning Obligations SPD, Table 7.
  - Beaulieu Station.
    - The funding of the station is described in the Beaulieu Station Statement of Common Ground.
- iii) Other infrastructure, including schools, open space, landscape, and related infrastructure, water-based infrastructure, and community infrastructure. This will be funded through a mix of site related costs and section 106 contributions from each development in the allocation.

7.5 So far as delivery of large site related infrastructure is concerned, for which the individual parts of the site are mutually reliant, the Consortium members agree:

- That each landowner will make relevant parts of its land available for such large site related infrastructure, whoever is to deliver it;
- There will be provision to ensure delivery in a timely manner, including mutual step-in rights between the Consortium members; and
- The delivery of each element of large site related infrastructure will be the responsibility of the owner of the relevant land, unless otherwise agreed between the Parties.

7.6 The Consortium members have agreed that, should any part of the site be disposed of, the owner will include an Adherence Clause in the sale agreement which will bind any purchaser into the CCA.

7.7 The Chelmsford Pre-Submission Local Plan is supported by robust modelling which tests transport (EB 029, EB 031, EB 032 and TP 003), flood and water cycle impacts (EB 106A-I and EB 107B). These demonstrate that there are no over-riding issues and constraints to the development of the site.

7.8 The Chelmsford Pre-Submission Local Plan is supported by robust infrastructure modelling contained within the Infrastructure Delivery Plan Update (EB 018B) and together with all other policy requirements have been the subject of appropriate viability testing (EB 082A and EB 082B).

7.9 The Consortium has prepared a North East Chelmsford Infrastructure Delivery Plan (IDP) and Development Framework Document (DFD) to support delivery of the site allocation. These are living documents that will evolve during the masterplanning/PPA process. The IDP has been produced with reference to CCC's own IDP (EB 018) and Viability Report (EB 082) which the Consortium considers to be appropriate for a Local Plan wide viability assessment.

7.10 The North East Chelmsford Garden City Consortium have brought together a team of consultants to work with the City and the County Council to ensure that the new Garden Village is deliverable and viable, as well as being a benchmark for Garden City design. The DFD will set out the principles for the new Village's character, location of uses, green spaces and movement. It will be the framework from which all further detailed design is developed and controlled to ensure that the shared vision of all relevant parties is delivered, in accordance with the Strategic Growth Site 4 – North East Chelmsford Policy in the proposed new Local Plan and informed by a wide range of technical studies. The DFD is a living document and will evolve as part of the masterplanning process through the PPA.

7.11 There are no issues and constraints to the development site in terms of minerals (see Minerals SOCG for details). The site has sufficient land free of minerals to deliver 3,000 houses and has further capacity of 2,500 homes on land that will be available once the minerals there have been extracted.

## **8. Council's Schedule of Additional and Minor Changes**

8.1 The parties agree to all the proposed changes related to the North East Chelmsford site allocation as set out in the Schedule of Additional Changes (SD 002) and Schedule of Minor Changes (SD 003) to the Chelmsford Pre-Submission Local Plan and Policies Map including changes AC141-143 and MC13-15 to the site allocation policy and reasoned justification and AC245-AC246 to Appendix D.

8.2 All parties consider that these changes do not affect the soundness of the Local Plan and instead provide an up-to-date position and improve clarity and consistency. The proposed changes would

largely overcome the concerns raised by the Consortium in their Regulation 19 representations and there is only one unresolved objection in relation to SGS4.

## **9. Conclusion**

9.1 All parties agree that the North East Chelmsford site allocation is deliverable within the plan period, is a suitable location for development and is financially viable. There are no over-riding issues and constraints to bringing forward this development site in accordance with the Chelmsford Local Plan.

## **10. Outstanding Matters**

10.1 The following main outstanding matters remain between the parties:

### ***Policy: Strategic Growth Site 4 – North East Chelmsford: Site Infrastructure Requirements:***

- *Safeguarding for the existing open area currently comprising a golf course on site.*

10.2 The area required by this element of the policy is shown cross-hatched green on Policies Map 1 – Chelmsford Urban Area.

10.3 The area shown derives from an allocation for golf course shown at Figure 36 of the North Chelmsford Area Action Plan, a planning permission for a reconfigured golf course and a Section 106 Agreement associated with the Channels development. This provided for obligations to maintain and provide 18 playable golf holes at Channels. Part of the land was in use as a golf course. That use ceased in August 2018.

10.4 CCC have agreed a Deed of Variation to the S106 Agreement on the 7<sup>th</sup> September 2018 releasing Cliffords from these obligations. As such, there is no longer a legal and planning requirement to provide for golf in this location. The DFD/Masterplanning process described at 6.2 and 6.3 of this SoCG will inform the quantum, functionality and distribution of open space across the whole site and the Consortium are committed to providing a significant amount of publicly accessible open space within a broadly similar location. The Consortium consider that the preceding bullet point of the Policy for Strategic Growth Site 4 for site infrastructure requirements will ensure that CCC's objectives for open



space will be met through that process. That bullet point sets out the following requirement as part of the allocation:

- *New multi-functional green infrastructure including public open space, formal and informal recreation, outdoor sports facilities and allotments.*

10.5 Having regard to these matters, the Consortium consider that the area shown to be safeguarded for open space for Strategic Growth Site 4 at Policies Map 1 should therefore be removed and the bullet point referred to above be omitted from the policy.

10.6 It is CCC's position that although the recently allowed variation to the S106 agreement removes the obligation for the re-provision of a golf course in this location, the principle for open space provision in this area remains in place. SGS 4 will be comprehensively masterplanned based on Garden Community Principles to provide significant new multi-functional green infrastructure including a generous amount of green space. At this stage, the site masterplanning work for SGS4 is at an early stage and no decisions have yet been made on the overall distribution and function of green infrastructure and open spaces to be provided.

10.7 In view of the above, CCC are proposing the following changes to SGS4 and its Reasoned Justification:

#### **Policy SGS 4**

##### **Historic and Natural Environment**

- **Appropriate safeguarding for the existing open area formerly ~~currently~~ comprising a golf course on-site**

##### **Paragraph 7.228**

The development must provide appropriate safeguarding for the existing open area formerly ~~currently~~ comprising a golf course on site. The site allocation will be comprehensively masterplanned based on Garden Community Principles to provide significant new multi-functional green infrastructure including a generous amount of green space. As part of this process, decisions will be made on the overall amount, distribution and function of green infrastructure to be provided. Where appropriate and

justified through the site masterplanning process, this may include an adjustment of the boundaries of the open area formerly comprising a golf course on the site. Layout should also positively use existing topographical, heritage, ecological and landscape site features such as established vegetation and water bodies. The design is also expected to ensure that the development achieves an attractive and well-planned gateway into Chelmsford.

10.8 At this stage, CCC consider that it remains necessary to continue to designate the existing open area formerly comprising a golf course on-site on Policies Map 1 and for it to remain safeguarded in SGS 4.

#### ***Appendix D – North Chelmsford Area Action Plan***

10.9 Representations on behalf of the Consortium at Regulation 19 stage expressed concern regarding the status and purpose of Appendix D to the Plan. Although the Appendix states at paragraph D.1 that *“it carried forward provisions from the North Chelmsford Area Action Plan (NCAAP) including the Site Allocations and Masterplan,”* the Consortium questioned whether it is appropriate to include substantial extracts from the NCAAP that will be superseded by the new development plan once adopted, an agreed Masterplan and by the implementation of extant planning permissions.

10.10 The current adopted Proposals Map for NCAAP shows the Site Allocation – Areas for Masterplanning (CP7) comprising sites at North East Chelmsford and North West Chelmsford. The majority of the sites comprising the allocation at NE Chelmsford, i.e. Beaulieu and Channels, are subject to extant outline planning permission and subsequent approvals of reserved matters. Development is currently at an advanced stage. The one exception is the area north of the Radial Distributor Road, which is Site Allocation 11 – Land north of the new road (page 78 NCAAP). This was always intended to be a final phase, beyond the existing plan period to 2021, because of the need to complete mineral workings prior to development.

10.11 Site Allocation 11, known as ‘Park Farm’, is now proposed in the Draft Local Plan Policies Map to be integrated and carried forward as part of the proposed allocation for the New Garden Community for Major Housing and Employment, i.e. Strategic Growth Site 4. It will be comprehensively planned through a masterplan-led process to be approved by the Council.

10.12 Apart from NCAAP Site Allocation 11 (Fig. 20, Appendix D) all other allocations in NE Chelmsford are subject to extant outline planning permissions including approved illustrative masterplans and Parameter Plans that would have been determined in the context of the NCAAP policies and provisions. Both permissions include several conditions that are imposed to *“ensure compliance with the policy guidance set out within NCAAP”*.

10.13 Having regard to paragraphs 10.1 to 10.5 above, there has also been an important change in circumstances with Site Allocation 27 – Pratts Farm Lane and Channels Golf Course. The NCAAP allocation provides for the leading land uses to be a golf course within open landscape with ancillary recreation and leisure development. This is shown on Figure 36 of the NCAAP. This will be subsumed by the allocation for North East Chelmsford.

10.14 Site Allocation 28 – Bulls Lodge Quarry is also the subject of a long standing planning permission for the working for minerals. The Consortium consider that Appendix D contains material which is contrary to, and potentially in conflict with, the approach now being proposed for the New Garden Community. For example, Figure 17: Landscape structure and Figure 19: North East Chelmsford Master Planning Principles, show notations affecting land that will be incorporated into the wider New Garden Community allocation that requires a comprehensive masterplan-led approach. In this context, CCC adopted on 8<sup>th</sup> March a specific masterplan procedure for all the Strategic Growth Sites and the Consortium has agreed a PPA with the Council to follow this procedure.

10.15 Consequently, the Consortium considers that there is no need for Appendix D to be included in the Plan. It serves no purpose given the protection afforded to the NCAAP provisions within the above planning permissions. Site Allocations 11, 27 and 28 are affected by change in circumstances. They are proposed to be integrated and incorporated into the Plan as part of the New Garden Community, and be the subject of the Council’s master planning process.

10.16 It remains CCC’s position that as the new Local Plan will supersede the NCAAP document, Appendix D is necessary in order to carry forward provisions within the NCAAP that are not yet fully implemented but will continue to be relied on into the next plan period and beyond. Some of the provisions relate to Strategic Growth Site 4 North East Chelmsford, and where this is the case the new allocation will supersede the provisions in Appendix D.

## 11. Signatures

|  |
|--|
| Signature:   |
| Jeremy Potter<br>Planning and Strategic Housing Policy Manager<br>Chelmsford City Council      |
| Date: 15.11.18   |
| Signature:   |
| Hugo Kirby<br>Managing Director, Ptarmigan Land<br>North East Chelmsford Consortium            |
| Date: 15.11.18   |
| Signature:   |
| Iain Macpherson<br>Property Development Manager, Hanson UK<br>North East Chelmsford Consortium |
| Date:15.11.18  |

|  |
|--|
| Signature:   |
| Andrew Carrington<br>Managing Director, Countryside Strategic for Countryside Zest<br>North East Chelmsford Consortium |
| Date:15.11.18  |
| Signature:   |
| Head of Planning and Development<br>Essex County Council   |
| Date:15.11.18  |

## 12. Appendices

**Appendix 1 - Consortium Collaboration Agreement**

**Appendix 2 – Memorandum of Understanding**

**Appendix 3 - Term of Reference for the North East Chelmsford Delivery Board**

**Appendix 4 - Extract from Pre-Submission Local Plan Policies Map 1 (as proposed for amendment AC255 in SD 002 Pre-Submission Local Plan Schedule of Additional Changes June 2018)**

**Appendix 5 - Land Ownership Plan**

**Appendix 6 - Delivery of the Chelmsford and North East Bypass Phases 1 and 2 and Other Strategic Infrastructure**

**Appendix 7 – North East Chelmsford Completions September 2018**

# APPENDIX 1

## Consortium Agreement

Chelmsford Land (Stage 2) Limited

and

Countryside Zest (Beaulieu Park) LLP

and

Threadneedle Pensions Limited

and

Hanson Quarry Products Europe Limited

16 August

2018

THIS AGREEMENT is made on

16 August

2018

**BETWEEN:**

- (1) **CHELMSFORD LAND (STAGE 2) LIMITED** (company number 103103374) having its registered office at 2 Frederic Mews London SW1X 8EQ
- (2) **COUNTRYSIDE ZEST (BEAULIEU PARK) LLP** (registration number OC340340) having its registered office at Countryside House, The Drive, Great Warley, Brentwood, Essex CM13 3AT
- (3) **THREADNEEDLE PENSIONS LIMITED** (company number 984167) whose registered office is at Cannon Place, 78 Cannon Street, London EC4N 6AG
- (4) **HANSON QUARRY PRODUCTS EUROPE LIMITED** (company number 300002) whose registered office is at Hanson House, 14 Castle Hill, Maidenhead, SL6 4JJ

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this agreement the following words and expressions have the following meanings:

**"Collaboration"** has the meaning given in clause 7.1;

**"Collaboration Documents"** means the DFD, the IDP and the PPA;

**"DFD"** has the meaning given in clause 3;

**"IDP"** has the meaning given in clause 3;

**"Local Plan"** means the NE Chelmsford section of the Chelmsford local plan being drawn up by Chelmsford City Council;

**"Objectives"** has the meaning set out in clause 3.1;

**"PPA"** has the meaning given in clause 3;

**"Parties"** means all or such of the parties to this agreement as the context shall require;

**"Site"** means land in North East Chelmsford as shown edged red on the plan in the Annexure.

**1.2 Interpretation**

- (a) Clause paragraph and schedule headings in and the front cover of this agreement are for reference purposes only and shall not be taken into account in the construction or interpretation of this agreement
- (b) References in this agreement to any clause paragraph or schedule without further designation shall be construed as a reference to the clause paragraph or schedule of this agreement so numbered
- (c) Words importing one gender include any other gender words importing the singular include the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body

## 2. **PARTIES**

- 2.1 Countryside Zest (Beaulieu Park) LLP will be promoting the land within the Site which is owned by Threadneedle Pensions Limited and Hanson Quarry Products Europe Limited.
- 2.2 Chelmsford Land (Stage 2) Limited will be promoting the land within the Site which is owned by Cliffords Limited and Cliffords Trust.

## 3. **OBJECTIVES**

- 3.1 The “**Objectives**” are as follows:

- (a) to support Chelmsford City Council in taking forward their Local Plan and delivering development in accordance with that plan; and
- (b) to produce the Collaboration Documents setting out how the development of the Site will be delivered:
  - (i) development framework document (“**DFD**”) and
  - (ii) infrastructure delivery plan (“**IDP**”) ; and
- (c) to agree the Collaboration Documents with Chelmsford City Council and Essex County Council.

- 3.2 In order to achieve the Objectives, the Parties shall use reasonable but commercially prudent endeavours to:

- (a) enter into a joint planning performance agreement (“**PPA**”) with Chelmsford City Council;
- (b) agree the masterplan for the site for adoption by Chelmsford City Council;
- (c) work collaboratively with a North East Chelmsford Delivery Board.

- 3.3 In satisfaction of the Objectives, the Parties shall then pursue their own planning applications to deliver the development of the Site and which shall be in keeping with the Objectives and the Collaboration Documents.

## 4. **SHARING INFRASTRUCTURE COSTS**

To facilitate the timely delivery of infrastructure to enable house building on the Site, the Parties will consult with each other to reach agreement as to mechanisms to share costs of infrastructure.

## 5. **COSTS**

- 5.1 In relation to responsibility for and payment of costs incurred in achieving the Objectives:

- (a) the Parties shall prepare a budget (to be reviewed from time to time) reflecting actual and anticipated costs;
- (b) the Parties have agreed how to share various costs between them relating to the proposed planning allocation of the site in the Local Plan.

## 6. **LAND**

*Responsibility*

- 6.1 Each Party shall be responsible for and shall use reasonable but commercially prudent endeavours to achieve the Objectives in relation to the relevant part of the Site that each Party owns or has an agreement with the relevant landowner.

*Access for surveys*

- 6.2 The Parties shall agree the extent of the surveys of the Site which are required to be carried out in order to obtain the planning allocation of the Site in the Local Plan and by whom they should be carried out. Each Party shall permit (or use reasonable but commercially prudent endeavours to procure the permission of the landowners with whom they have the benefit of a land agreement) surveyors to enter the relevant parts of the Site with all necessary vehicles, surveying equipment and surveying apparatus:

- (a) to inspect, survey and measure the Site and assess its suitability for development;
- (b) to carry out archaeological, ecological, and other planning surveys (including environmental assessments and environmental impact studies) and soil, ground and other tests on the Site,

**Provided that** the surveyors authorised to enter will be required to:

- (c) give such prior notice in writing as is reasonable in the circumstances but in any event not less than 15 days;
- (d) cause as little disruption and inconvenience as reasonably possible;
- (e) promptly make good any damage caused;
- (f) comply with all relevant health and safety requirements;
- (g) comply with such other requirements as may be notified to them,

and **Provided further that** where the relevant part of the Site is subject to a tenancy or other occupational agreement then the Parties acknowledge that the prior written consent of the tenant or other occupier will be required before entry.

- 6.3 Where consent of a tenant or other occupier is required pursuant to clause 6.2 the Party whose land is affected by the tenancy or other occupational document shall seek consent from such tenant or occupier as soon as reasonably possible and on such terms that will accommodate the entry as provided for in clause 6.2.

## 7. **MANAGEMENT MEETINGS AND DECISIONS**

- 7.1 Without prejudice to the remaining provisions of this agreement, the Parties will together:
- (a) control the management of the collaboration established pursuant to the Collaboration Documents (the "Collaboration");
  - (b) determine policy to attain the Objectives;
  - (c) make decisions on matters of principle in relation to the Collaboration.
- 7.2 Each Party shall nominate in writing 2 individuals to attend (either individually or together) management meetings on its behalf and to receive all correspondence in connection with this agreement. The Parties will confirm the individuals nominated as soon as reasonably possible after the date of this agreement and any change shall be notified to the other Parties nominees in writing.



- 7.3 Each nominated individual shall be someone with sufficient authority to be able to make decisions at meetings on behalf of the Party that he or she represents although such individual shall be entitled to make any such decisions conditional on Board or other relevant senior approval.
- 7.4 The nominated individuals shall attend (either individually or together) at management meetings to be held at least once every 3 months or more frequently as agreed between the Parties at times during normal business hours on normal working days at a convenient venue and any Party may convene a management meeting by giving to the other Parties not less than 10 working days written notice designating the time, venue and agenda for that meeting.
- 7.5 Any management meeting shall be quorate as long as at least one nominee from each Party is able to attend.
- 7.6 Each Party shall ensure that at least one of its nominees attend at each management meeting.
- 7.7 All decisions at a management meeting must relate to matters on the agenda circulated prior to that meeting. Any decision on matters not on the agenda is to be carried forward to the next management meeting unless otherwise agreed.

8. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter

9. **GOVERNING LAW AND JURISDICTION**

- 9.1 This agreement (and any dispute controversy proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law
- 9.2 Each of the parties to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit action or proceedings and/or to settle any disputes which may arise out of or in connection with this agreement and for these purposes each party irrevocably submits to the exclusive jurisdiction of the courts of England

10. **NO PARTNERSHIP**

This agreement shall not create any partnership between any of the Parties.

11. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms

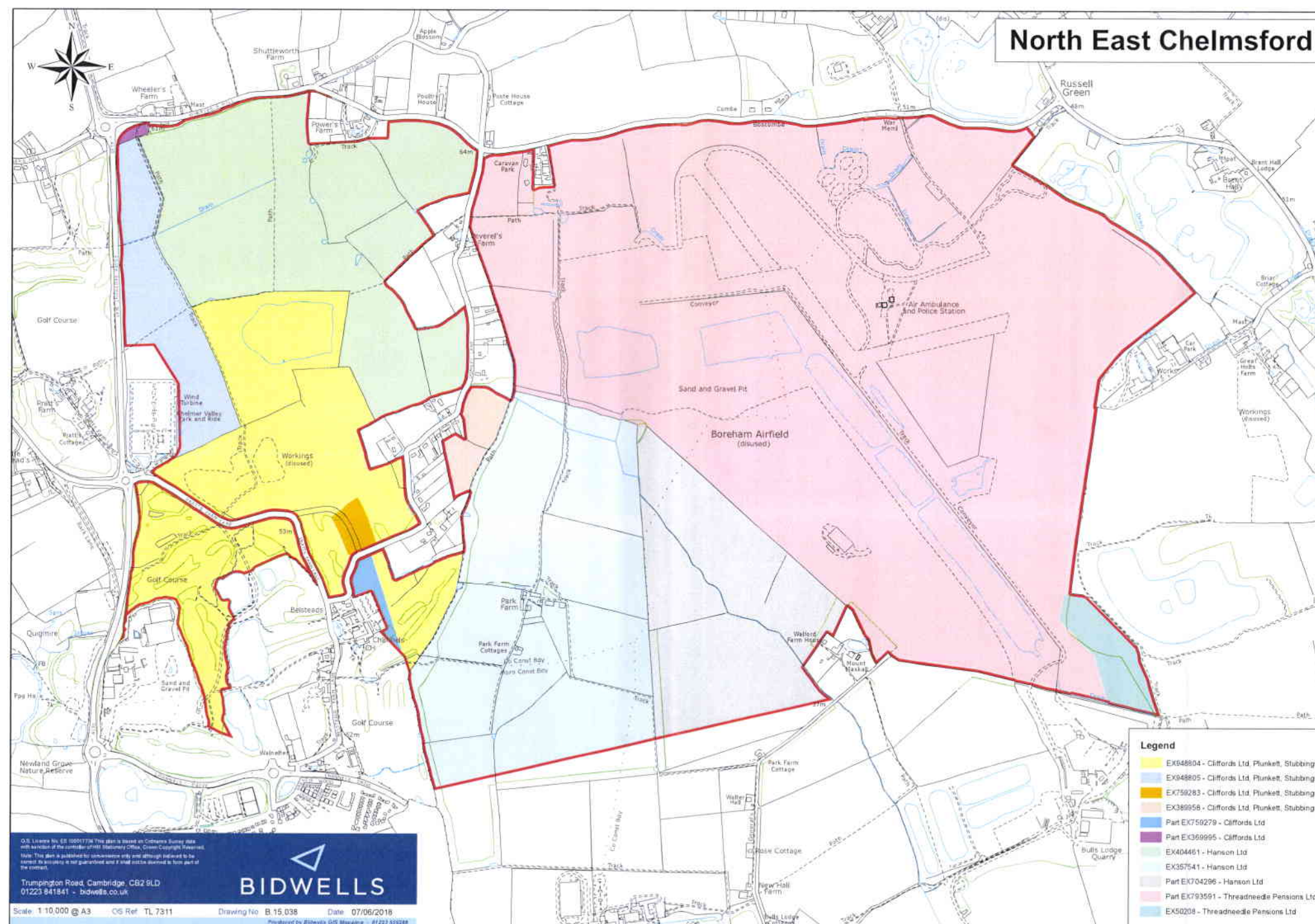
**IN WITNESS** whereof this agreement has been executed as a deed on the date first above written

Executed as a deed by affixing the common )  
seal of Threadneedle Portfolio Services )  
Limited as attorney for **THREADNEEDLE** )  
**PENSIONS LIMITED** pursuant to a power of )  
attorney dated or with effect from 6 February )  
2018 in the presence of: )



**ANNEXURE**

Plan of Site



## Memorandum of Understanding – 14 November 2018

### In relation to delivery of infrastructure for development at North East Chelmsford Garden Village

This Memorandum of Understanding refers to the definitions as detailed in the associated Consortium Collaboration Agreement (CCA). Please refer to the CCA for these definitions.

The Parties to this Memorandum of Understanding are:

**Countryside Zest (Beaulieu Park) LLP (promoting land within the Site owned by Threadneedle Pensions Limited and Hanson Quarry Products Europe Limited at Boreham Airfield and Park Farm)**

**Hanson Quarry Products Europe Limited (owner of Powers Farm)**

**Ptarmigan Land [Chelmsford Land (Stage 2) Limited] (promoting the land within the Site which is owned by Cliffords Limited and Cliffords Trust)**

**Together known as “the Parties”**

This Memorandum of Understanding describes the Parties’ intention to ensure the delivery of mutually beneficial and essential infrastructure for the development of land known as North East Chelmsford Garden Village.

Principles:

- The Parties agree to act on a fair and reasonable basis.
- The Parties are to make available land for mutual infrastructure within the planning allocation area known as North East Chelmsford, required under each S106 Agreement or Planning Conditions pursuant to a planning consent, on a fair and reasonable basis.
- The Parties will use the precedent set at the Beaulieu (Countryside) and Channels (Ptarmigan Land) developments for the delivery of infrastructure for the benefit of the entire masterplan area.
- Delivery will be in a timely manner (as far as reasonably possible within the timescales set out in the Development Framework Document) and in accordance with individual planning applications being submitted independently with S106 Agreements and Planning Conditions to offer:
  - Delivery of neighbourhood infrastructure
  - Transfer or make available land required for any on-site infrastructure to relevant party who is providing that item of infrastructure (e.g. Council, County Council)
  - Pay contributions to Council, County Council or other third party towards delivery of infrastructure, unless undertaking the delivery of the infrastructure item themselves
- Provision shall be made available for either party to deliver any mutually required infrastructure in the event of default.
- The cost of delivering such infrastructure shall be shared by the Parties on a proportionate, fair and reasonable basis according to the extent of each of the respective Party’s interests.
- Each Party shall procure that in the event that any of its land is sold the successor in title shall be bound to comply with the terms of the Consortium Collaboration Agreement by entering into a direct deed of covenant with the relevant Party(ies) covenanting to comply with the provisions of this Agreement

## **Memorandum of Understanding – 14 November 2018**

### **In relation to delivery of infrastructure for development at North East Chelmsford Garden Village**

The relevant infrastructure is to be planned in more detail in the Development Framework Document and is expected to include but is not limited to the following:

| <b>On-Site Infrastructure item</b>   | <b>Delivered by (current expectation in advance of DFD being finalised and planning applications being made/determined)</b> |
|--|---|
| The Radial Distributor Road 2 ("RDR2") and Chelmsford North East Bypass ("CNEB")       | Combination of Ptarmigan/Countryside  |
| Footbridge over Essex Regiment Way   | Ptarmigan   |
| A serviced secondary school site   | Countryside   |
| Two primary school sites with each with co-located early years and childcare nurseries | 1 x Ptarmigan<br>1 x Countryside  |
| Two stand-alone early years and childcare nurseries                                    | 1 x Ptarmigan<br>1 x Countryside  |
| The country park   | Countryside   |
| Land for the future expansion of the Chelmer Valley Park & Ride                        | Ptarmigan   |

In relation to the Highways infrastructure in particular, the following elements are to be delivered by the Party shown below:

|                                    |                              |
|------------------------------------|------------------------------|
| Footbridge over Essex Regiment Way | Ptarmigan                    |
| CNEB 4-10                          | Countryside                  |
| RDR2 roundabout at Wheelers Hill   | Ptarmigan                    |
| RDR2 over Powers Farm              | Hanson/successor/Countryside |
| RDR2 balance                       | Countryside                  |

**Memorandum of Understanding – 14 November 2018**

**In relation to delivery of infrastructure for development at North East Chelmsford Garden Village**

**Signatures**

|   |
|---|
| Signature:  |
| Hugo Kirby<br>Managing Director, Ptarmigan Land<br>North East Chelmsford Consortium   |
| Date:   |
| Signature:  |
| Iain Macpherson<br>Property Development Manager, Hanson UK<br>North East Chelmsford Consortium  |
| Date:   |
| Signature:  |
| Andrew Carrington<br>Managing Director, Countryside Strategic for Countryside Zest (also signing on behalf of<br>Threadneedle Pensions Ltd)<br>North East Chelmsford Consortium |
| Date:   |

## North East Chelmsford Garden Village Delivery Board

### Terms of Reference

#### Purpose

**To provide strategic guidance and oversight and act as resolution forum to ensure the timely delivery of the North East Chelmsford Garden Village and its supporting infrastructure.**

#### Membership

##### Chelmsford City Council (CCC)

Leader

Cabinet Member for Planning and Economic Development

Chief Executive (Chair)

Director of Sustainable Communities

Notetaker

##### Essex County Council (CC)

Cabinet Member for Infrastructure

Cabinet Member for Planning and Economic Development

Director for Transport and Infrastructure

Director for Economic Growth and Localities

##### NE Chelmsford Garden Community Consortium (NEGGC)

Hugo Kirby (Ptarmigan Land)

Iain Macpherson (Hanson Quarry Products Europe Ltd)

Andrew Taylor (Countryside Zest)

Andrew Simpson (DLBP Ltd on behalf of Threadneedle Pensions Ltd)

#### Specific Terms

1. That the Board retains its function as an informal partnership with no separate legal status or powers in its own right. It will draw on the powers of its membership to co-ordinate and deliver an agreed masterplan for the North East Chelmsford Garden Village and supporting infrastructure delivery.
2. That the Board has three scheduled meetings annually – February, June and October. Any issues arising in between dates can be dealt with by a virtual meeting<sup>1</sup>. Agendas and action notes to be produced by CCC. In the event that a member is unable to attend, a substitute can be nominated.
3. Chelmsford City Council is the Local Planning Authority for the North East Chelmsford Garden Village scheme and Essex County Council is the Mineral Local Planning,

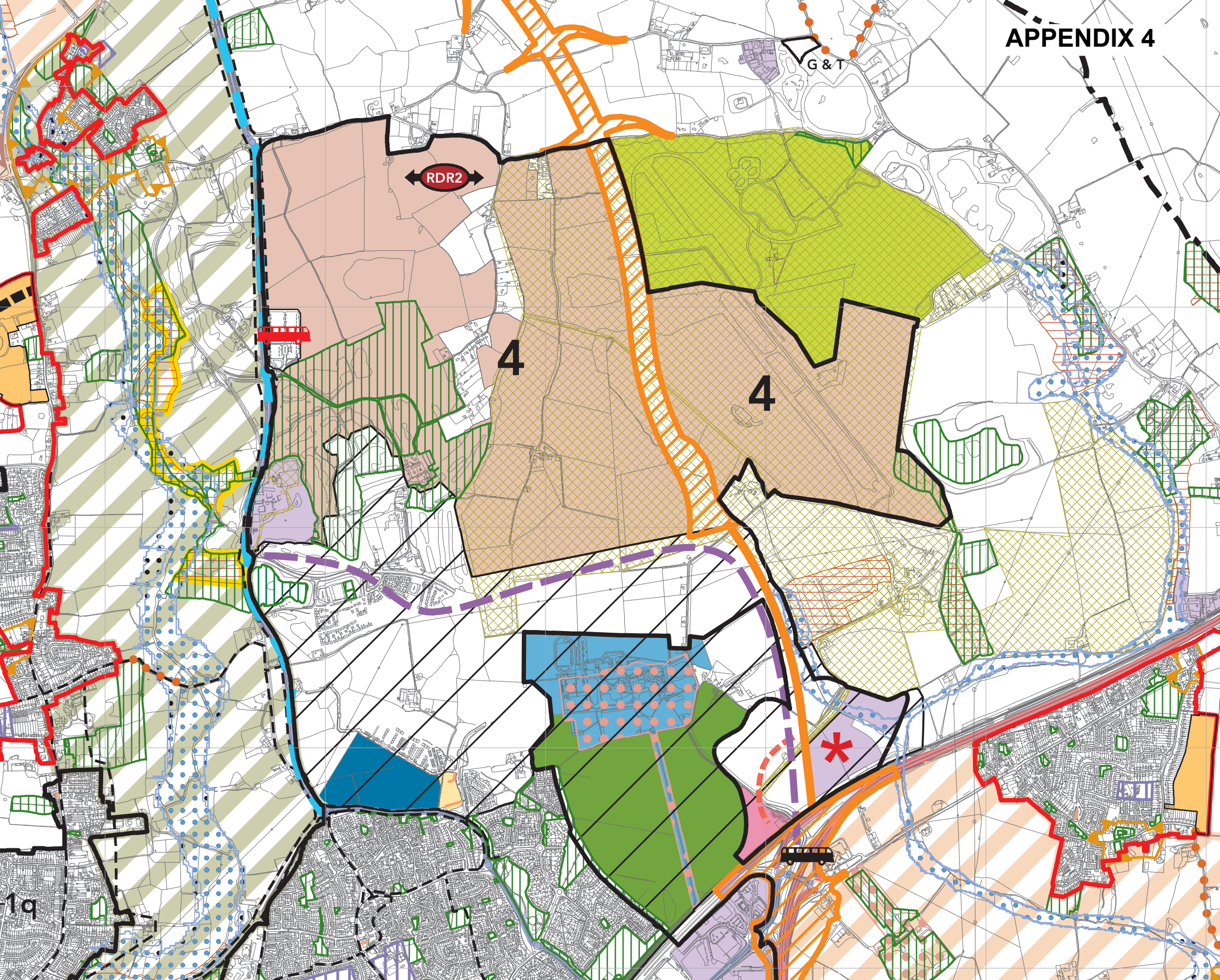
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<sup>1</sup> Via electronic communication e.g. e-mail, tele/video conference



Highways and Transportation, Education and Social Services Authority. Chelmsford City Council will coordinate the development and approval of a master plan, receive and determine relevant planning applications and conduct statutory consultation as part of the process.

4. That actions of the Delivery Board are monitored at each meeting.
5. That the Board monitor Planning Performance Agreements (PPAs) for the preparation of a comprehensive masterplan and future PPAs governing pre-application and planning applications at the appropriate time
6. That the Board is consulted on the submission of any additional delivery or other bids including those to the Local Enterprise Partnership or Homes England e.g. Garden Communities Prospectus.
7. That the Board endorse the use of regular promotor/developer and Council officer meetings to oversee the day-to-day development of the masterplan and subsequent pre-application and application process. The outcomes of these meetings will be reported regularly to the Board.





The Policies Map shows the spatial definition of policies. It includes policy areas proposed by the Chelmsford Draft Local Plan Pre-Submission Document.

For the application of relevant policies within the Local Plan, the designation of Rural Area includes all those areas outside of Urban Areas, Defined Settlement Boundaries, Green Belt and specific allocations or policy areas. The Rural Area has no notation so appears as 'white land' on the Policies Map and its Insets.

#### Important Note

There may be areas on this Policies Map which are at risk from flooding. Areas at risk from flooding are defined and updated by the Environment Agency.

For further details please see the flood maps published on the Environment Agency's website at:

[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)



Planning and Housing Policy  
Directorate for Sustainable Communities

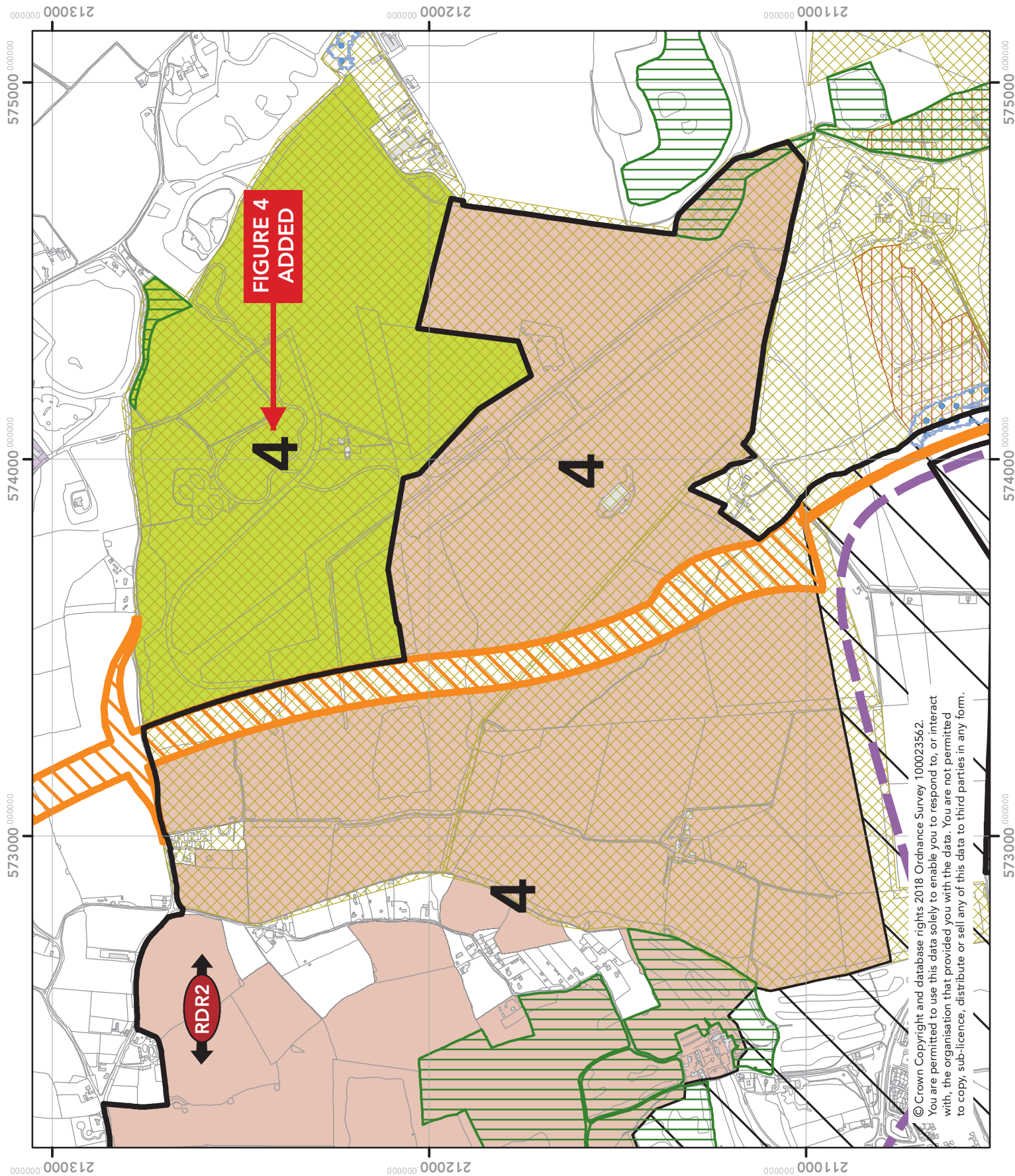
Chelmsford City Council

Civic Centre, Duke Street, Chelmsford, CM1 1JE

Telephone 01246 606330

[planning.policy@chelmsford.gov.uk](mailto:planning.policy@chelmsford.gov.uk)

[www.chelmsford.gov.uk](http://www.chelmsford.gov.uk)



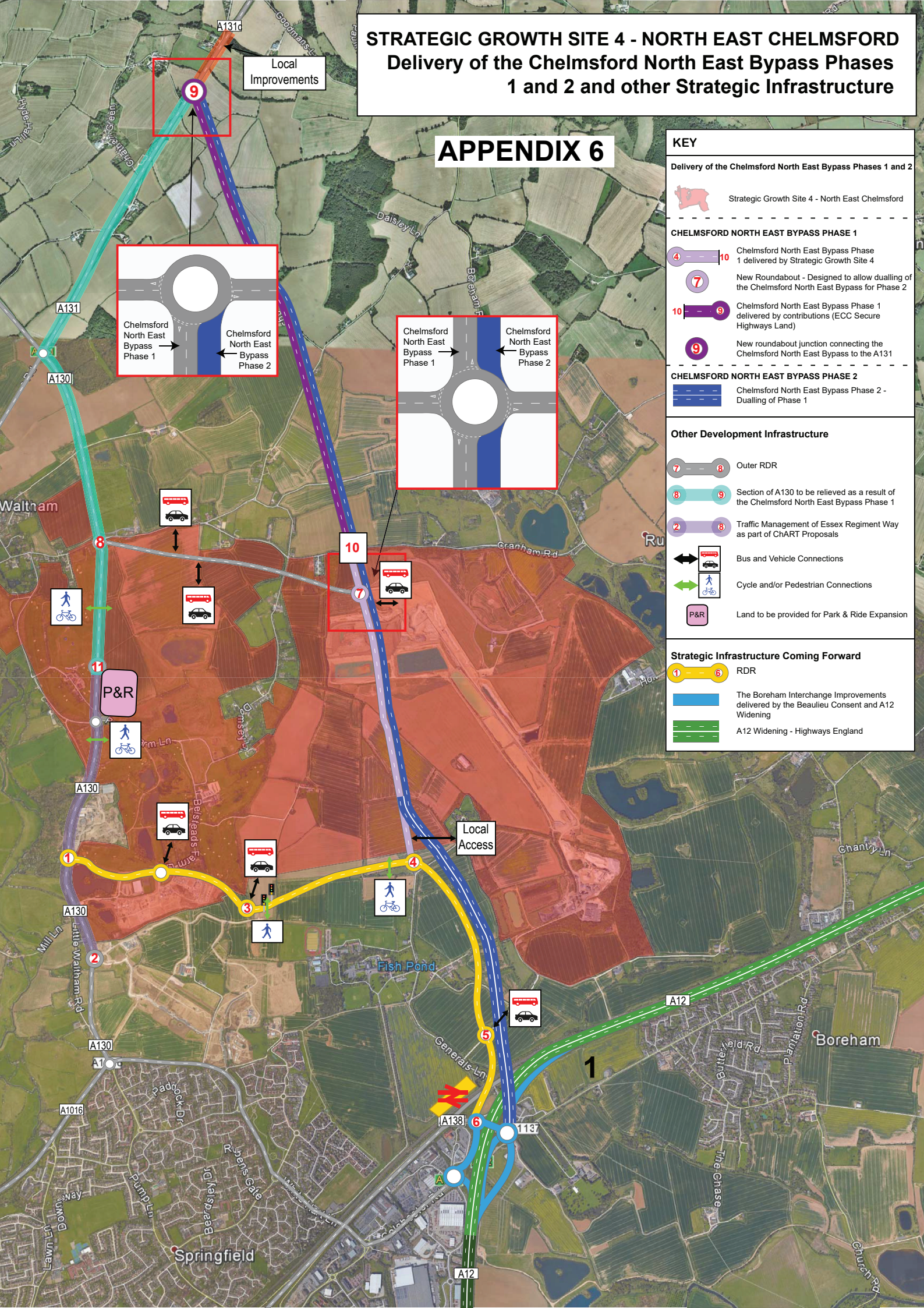
Land Ownership





**STRATEGIC GROWTH SITE 4 - NORTH EAST CHELMSFORD**  
**Delivery of the Chelmsford North East Bypass Phases**  
**1 and 2 and other Strategic Infrastructure**

## APPENDIX 6



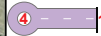
## KEY

## Delivery of the Chelmsford North East Bypass Phases 1 and 2



Strategic Growth Site 4 - North East Chelmsford

## CHELMSFORD NORTH EAST BYPASS PHASE 1



Chelmsford North East Bypass Phase 1 delivered by Strategic Growth Site 4



**New Roundabout - Designed to allow dualling of the Chelmsford North East Bypass for Phase 2**

Chelmsford North East Bypass Phase 1  
delivered by contributions (ECC Secure

New roundabout junction connecting the

## CHELMSFORD NORTH EAST BYPASS PHASE 2

Chelmsford North East Bypass Phase 2 -  
Dualling of Phase 1

### Other Development Infrastructure



Outer RDR



Section of A130 to be relieved as a result of the Chelmsford North East Bypass Phase 1



Traffic Management of Essex Regiment Way  
as part of ChART Proposals



### Bus and Vehicle Connections



Cycle and/or Pedestrian Connections



Land to be provided for Park & Ride Expansion

## Strategic Infrastructure Coming Forward



RDR



### The Boreham Interchange Improvements delivered by the Beaulieu Consent and A12 Widening



A12 Widening - Highways England



APPENDIX 7

| Beaulieu                     | Units in Phase | 2015/16 |    |    |    | 2016/17 |    |    |    | 2017/18 |    |    |    | 2018/19 |    |    |    | Total completions per phase (rolling) | Phase Complete |
|------------------------------|----------------|---------|----|----|----|---------|----|----|----|---------|----|----|----|---------|----|----|----|---------------------------------------|----------------|
|                              |                | Q1      | Q2 | Q3 | Q4 | Q1      | Q2 | Q3 | Q4 | Q1      | Q2 | Q3 | Q4 | Q1      | Q2 | Q3 | Q4 |                                       |                |
| Zone D                       | 49             | 6       |    | 34 |    | 9       |    |    |    |         |    |    |    |         |    |    |    | 49                                    | Yes            |
| Zone A                       | 184            |         |    |    |    | 30      | 40 | 10 | 18 | 31      | 29 | 17 | 7  | 2       |    |    |    | 184                                   | Yes            |
| Zone B                       | 74             |         |    |    |    |         |    |    | 3  | 29      | 16 | 11 | 15 |         |    |    |    | 74                                    | Yes            |
| Zone C1                      | 199            |         |    |    |    |         |    |    |    |         | 18 |    | 41 | 22      | 6  |    |    | 87                                    |                |
| Neighbourhood Centre         | 34             |         |    |    |    |         |    |    |    |         | 15 | 19 |    |         |    |    |    | 34                                    | Yes            |
| Zone G                       | 68             |         |    |    |    |         |    |    |    |         |    |    | 14 | 14      | 30 |    |    | 58                                    |                |
| Zone E                       | 198            |         |    |    |    |         |    |    |    |         |    |    |    |         |    |    |    |                                       |                |
| Zone F & I                   | 254            |         |    |    |    |         |    |    |    |         |    |    |    |         |    |    |    |                                       |                |
| Annual Totals for all Phases |                | 40      |    |    |    | 110     |    |    |    | 262     |    |    |    | 74      |    |    |    | 486                                   |                |
|                              |                |         |    |    |    |         |    |    |    |         |    |    |    |         |    |    |    |                                       |                |
|                              |                |         |    |    |    |         |    |    |    |         |    |    |    |         |    |    |    |                                       |                |
|                              |                | 2015/16 |    |    |    | 2016/17 |    |    |    | 2017/18 |    |    |    | 2018/19 |    |    |    |                                       |                |
| Channels                     | Units in Phase | Q1      | Q2 | Q3 | Q4 | Q1      | Q2 | Q3 | Q4 | Q1      | Q2 | Q3 | Q4 | Q1      | Q2 | Q3 | Q4 | Total completions per phase (rolling) | Phase Complete |
| Phase 1                      | 181            |         |    |    | 1  | 20      | 40 | 19 | 25 | 12      | 20 | 7  |    | 29      |    |    |    | 173                                   |                |
| Phase 2                      | 95             |         | 6  | 6  | 18 | 27      | 15 | 14 |    | 9       |    |    |    |         |    |    |    | 95                                    | Yes            |
| Phase 3A&B                   | 74             |         |    |    |    |         |    |    | 12 | 8       | 30 | 19 | 5  |         |    |    |    | 74                                    | Yes            |
| Phase 3c 3d and 5            | 240            |         |    |    |    |         |    |    |    |         |    |    |    |         |    |    |    |                                       |                |
| Phase 4                      | 27             |         |    |    |    |         |    |    |    |         |    |    |    |         |    |    |    |                                       |                |
| Phase 6                      | 128            |         |    |    |    |         |    |    |    |         |    |    |    |         |    |    |    |                                       |                |
| Annual Totals for all Phases |                | 31      |    |    |    | 172     |    |    |    | 110     |    |    |    | 29      |    |    |    | 342                                   |                |





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