

DATED

29th March

2017

**BASILDON BOROUGH COUNCIL (1)**

-and-

**ESSEX COUNTY COUNCIL (2)**

- and -

**HOMES AND COMMUNITIES AGENCY (3)**

-and-

**SWAN HOUSING ASSOCIATION (4)**

---

**AGREEMENT AND DEED OF RELEASE UNDER**

**SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990**

**AND OTHER POWERS IN RELATION TO LAND KNOWN AS:**

**Craylands Estates And Former Fryerns School Site Craylands Basildon Essex**

---

**Legal and Corporate Governance  
Basildon Borough Council  
The Basildon Centre  
St Martin's Square  
Basildon  
Essex SS141DL**

**Basildon Council**

**BASILDON • BILLERICAY • WICKFORD**



DATE

29th March

2017

**THIS DEED IS MADE BETWEEN: -**

- (1) **BASILDON BOROUGH COUNCIL** of The Basildon Centre, St Martin's Square, Basildon, Essex SS14 1DL ("the Council")
- (2) **ESSEX COUNTY COUNCIL** of County Hall Market Road Chelmsford Essex CM1 1QH ("the County Council")
- (3) **HOMES AND COMMUNITIES AGENCY** of Arpley House 110 Birchwood Boulevard Warrington WA3 7QH ("HCA") and
- (4) **.SWAN HOUSING ASSOCIATION LIMITED** registered as an exempt charity under the Co-operative and Community Benefit Societies Act 2014 (Registered Number: 28496R) and with the Homes and Communities Agency (Registered Number: L4145) of Pilgrim House, High Street, Billericay, Essex, CM12 9XY ("the Developer")

**INTRODUCTION**

- 1 The Council and the County Council are the local planning authorities for the purposes of the Act and for the area in which the Site is situated.
- 2 The County Council is also the local authority for statutory age education and pre-school age education for the area in which the Site is situated
- 3 The Council and the County Council are for the purposes of Section 106 of the Act the authorities which can enforce the terms of this Deed
- 4 The Council owns the freehold of part of the Site under title number: EX224558, the HCA owns the freehold of part of the Site under title numbers EX864695 and EX813681 and the Developer owns the freehold of part of the Site under title number EX915700
- 5 The Council granted the Original Outline Planning Permission, the effect of which was to grant outline planning permission for the whole of the Craylands redevelopment area in which the Site is located , and subsequently granted the Full Planning Permission for Phases 1C-1 F which are in the course of construction
- 6 The parties entered into The Previous Agreements and the parties agree that the table in Appendix One to this Deed describes the discharge status

of the obligations contained within those agreements at the date of this Deed.

- 7 The Developer has submitted the Application to the Council and the parties have agreed that on Commencement of the Planning Permission the provisions of this agreement will supersede the provisions of the Previous Agreements which are released from the date of Commencement of the Planning Permission
- 8 The Developer has agreed to enter into this Deed to secure the planning obligations required by the Development
- 9 The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed to secure the planning obligations which include the Contributions payable to the Council and the County Council.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1 DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

1990 Act	means the Town and Country Planning Act 1990 (as amended)
"2008" Agreement	means the section 106 agreement dated 20 May 2008
"2013" Agreement	means the section 106 agreement dated dated 1 <sup>st</sup> May 2013
1980 Act	means the Highways Act 1980
Application	means the application for outline planning permission received by the Council on 27 June 2016 for the Development and allocated reference number 16/00898/OUT

BAS14

ECC Flood Alleviation scheme BAS 14

(Barstable Fryerns)

Beechwood Community Trust

Contribution

means a payment of twenty thousand pounds (£20,000) towards the work of the Beechwood Community Trust

Commencement of Development

means the carrying out of any Material Operation under the Planning Permission

Completion Notice

the notice served by the Developer on the County Council pursuant to paragraph 6 of Schedule 8

Contributions

means the Beechwood Community Trust Contribution, the Development Cost Contribution, the Education Contribution, the Health Services Contribution the Flood Alleviation Scheme Contribution the Transportation Contribution and the Street Numbering Contribution

Development

means the re development of that part of the Site to provide up to 587 Dwellings and 5,424 sqm of commercial floorspace with associated means of access, car parking, landscaping and other associated works and improvements Full planning permission sought for 8.64ha comprising the north phase for up to 96 Residential Dwellings (use Class C3), associated means of access, car parking, landscaping, service infrastructure and other associated works and improvements; and the central phase for a landscaped

community hub area. Outline planning permission sought on 21.4ha comprising the south phase (13.9ha) for up to 205 Residential Dwellings (use Class C3) and associated access, landscaping, car parking and infrastructure works; central west phase (0.39ha) for up to 5,424 sqm of flexible floorspace (Use Classes A1-A5, B1, C3, D1, D2) with associated means of access, open space / landscaping, car parking and infrastructure works (all matters reserved); and the west phase for up to 251 Residential Dwellings (use Class C3), and associated access, landscaping, car parking and infrastructure works with all matters reserved with exception to appearance pursuant to the Application.

Development Cost Contribution

means the quarterly contribution of £12,500 per quarter agreed in the 2008 Agreement towards the cost of a Principal Development Officer from 31 December 2016 or the date that the 2008 Agreement is released whichever is the earlier until 31 December 2023

Education Contribution

means the education contribution defined in Schedule 8

E-ducation Index Point

means the education index point defined in Schedule-8

Education Purposes

means the education purposes defined in Schedule 8

Highways Agreement

means the agreement dated 9 April 2008 made between the parties and Higgins Construction PLC as

supplemented by a further agreement dated 18 August 2009.

Full Planning Permission

means the full planning permission previously granted by the Council under reference 11/00719/FULL for 206 new homes, new shops, community hall and associated works in respect of Phases 1C-1F

Health Services Contribution

means a payment of seventy four thousand pounds seven hundred and forty pounds (£74,740) towards the provision of Health Services Facilities to increase the capacity within the GP catchment area assessed at 2km or closest to the Development

Flood Alleviation Scheme

means a County Council scheme to alleviate surface water flooding in the Basildon Barstable Fryerns Critical Drainage Area (BAS14) as shown on the Environment Agency's (EA) Risk of Flooding from Surface Water Flood Map (RoFSW) and within the South Essex Surface Water Management Plan (SWMP) the key points of the scheme being outlined as follows:

- The project options feasibility study outlined a preferred option (Present Value Cost: £500,997) and the scheme includes a bund 120m in length with a maximum height of 1.03m within the playing fields, a bund 250m in length with a maximum height of 1.04 within the Lower Academy playing fields, and a bund 340m in length with a maximum

height of 1.36m within the Fryers Open Space.

- The scheme is predicted to prevent flooding to 48 properties in the 3.33% (1 in 30) Annual Exceedance Period event (most of these properties are situated in the Site).
- The scheme is subject to the outcome of further detailed surface water flood modelling to be carried out at the Developer's expense to determine the full extent and scale of the surface water flooding risk within the Site as currently shown by the EA Flood Maps (RoFSW) and the South Essex Surface Water Management Plan . and meets the criteria outlined by the ECC Development and Flood Risk Manager (the criteria is based on the Sequential risk based approach outlined in the Planning Policy Guidance (Department for Communities and Local Government 2014)

Flood Alleviation Scheme Contribution means the maximum sum of one hundred and fifty thousand pounds sterling (£150,000) to which the Relevant Flood Indexation shall be applied

Flood Alleviation Purposes

means the delivery of the Flood Alleviation Scheme: BAS 14 (Barstable Fryerns) and in line with the South Essex SWMP



Flood Index

means the Department for Business Innovation and Skills Price Adjustment Formulae Indices (Civil Engineering) Series 2 (BIS) or in the event that the BIS is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council

Highways Index means the Department for Business Innovation and Skills Price Adjustment Formulae Indices (Civil Engineering) Series 2 (BIS) or in the event that the BIS is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council

Index

means in the case of the Education Contribution the Education Index as defined in Schedule 8 or in the case of the Transportation Contribution the Highways Index and for those sums set out under paragraph 9 of schedule 3 of this Agreement and in the case of all other Contributions the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation

Index Linked

linked to movements in the Index and unless indicated otherwise in this Deed calculated between the date of this deed and the date of payment so that the particular payment is adjusted in accordance with Clause 11 of this Deed with the exception of the Education

Contribution which is subject to the requirements of Schedule 8

Interest

interest at 4% per cent above the base lending rate of the National Westminster Bank Plc from time to time or in the case of both the Education Contribution and the Flood Alleviation Contribution the Seven Day LIBID Rate

Material Operation

any material operation within the meaning of Section 56(4) of the Planning Act which is carried out in respect of the Development or any part thereof such as to implement the Planning Permission but excluding for the purposes of this Deed the following operations:

demolition works; site clearance; ground investigations; site survey works; temporary access constructions works; archaeological investigation and erection of any fences and hoardings around the Application Site.

Occupation

"Occupation" and "Occupied" and "Occupy" means occupation for the purposes permitted by the Planning Permission but not including occupation by persons engaged in construction, fitting or decoration or occupation for **marketing** or display or occupation in connection with security operations.

Original Outline Planning Permission means the outline planning permission previously granted by the Council under reference 06/00873/OUT

Owner	means the Council, the HCA and the Developer
Payment Notice	a written notice advising of a proposed payment and Unit <b>Mix</b> served pursuant to Schedule 8 of this Agreement
Phase	means a phase of the Development as shown on the Plan
Phases 1C-1 F	means that part of the Site shown outlined in blue and annotated "under construction" on the Plan
Plan	means the plan appended to this Deed at Appendix 2 which is drawing number PL006 entitled Masterplan and Phasing Plan
Planning Permission	the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application substantially in the form annexed in Schedule 1
Previous Agreements	means the 2008 Agreement as varied by the 2013 Agreement
Relevant Flood Indexation	means the amount that the Developer shall pay with and in addition to each part of the Flood Alleviation Contribution paid that shall in each case equal a sum calculated by taking the amount of the Flood Alleviation Contribution <b>being-paid</b> and multiplying this amount by <b>the</b> percentage change shown in the Flood- Index between the index point pertaining to April 2016 and the date of the most recent index point of the Flood Index published in relation to the date the

payment is due to be made to the County Council

Relevant General Indexation

the amounts that the Developer shall pay with and/or agree in addition to each part of the fee or sum set out under paragraph 8 of schedule 8 and paragraph 9 of schedule 3 of this Agreement that shall in each case equal a sum calculated by taking the amount being paid and multiplying this amount by the percentage change shown in the General Index between the Index Point pertaining to April 2016 and the date payment is made to the County Council

Residential Dwelling

means a house self-contained flat bungalow maisonette or other domestic property constructed as part of the Development or created by conversion of an existing building on the Site and for the avoidance of doubt for the purposes only of the Education Contribution this definition shall exclude any Dwelling that by condition set out in the Planning Permission cannot under any circumstance be Occupied by persons under the age of nineteen (19) years of age and 'Dwelling and/or Dwellings' shall be construed accordingly

Seven Day UBIO 'Rate

Sh assessment of the rate of interest the County Council can expect to earn on investments through the money market, the rate used being the average interest rate at which banks are willing to borrow eurocurrency deposits or such other rate

as the County Council considers appropriate

Site the land outlined in red and the land coloured mauve which is annotated Phases 1C-1 F (under construction) on the Plan

Street Numbering Contribution means the contribution of seventy-five thousand pounds (£75,000) for the re-numbering of street in Graylands required to be re-numbered by the Development

Transportation Contribution means the sum of Two Hundred Thousand Pounds (£200,000) Index Linked

Transportation Works means transportation improvements to any or all of the following:

- (i) Broadmeyne/fimbenog Lane
- (ii) East Mayne/Broad:rpayne/South Mayne
- (iii) East Mayne/Fefmores and
- (iv) East Mayne/Cranes Farm Lane Road
- (v) Enhancement of t\$ 8 (or equivalent) bus service

or other such transpc,rtatldn schemes or works as agreed between **ttie** C\_ounty Council and **h\_EJOe** eloper

#### Travel/Vo1.1ehes

tickets pas&es credits } other means of accessing-transport-or journey planning informatrcin as agreed with the County Council including 6 sc.rafoh card bus tickets per household that can be used by each engfble member of the household

Unit Mix

means the unit mix defined in Schedule  
8

## **2 CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and to persons claiming through or under them and in the case of the Council to their statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 The word 'including' shall mean including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word include and its derivatives shall be construed accordingly

2.9 Where in any Schedule or Part of a Schedule reference is made to a Paragraph such reference shall (unless the context otherwise requires) be to a Paragraph of that Schedule or (if relevant) Part of a Schedule

### **3 LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011.

3.2 The covenants, restrictions and requirements imposed upon the Developer under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the appropriate local planning authority which will be either the Council or the County Council in accordance with the current protocol for the enforcement of County related-matters as defined in section 106(9) (d) of the Act

### **4 CONDITIONALITY**

4.1 This Deed is conditional upon:

- (i) the grant of the Planning Permission, and
- (ii) the Commencement of Development

save for the provisions of Clauses 8.1, 8.7, 8.10, 10, 14, 15, 16 and 17 or where expressly stated to the contrary in this Deed which shall come into effect immediately upon completion of this Deed.

### **5 THE DEVELOPER AND THE HCA'S COVENANTS**

5.1 The Developer covenants with the Council and the County Council that it will duly and promptly observe and perform the covenants and other matters contained in this Deed (including the payment of all sums Index Linked payable by it under this Deed) as set out but not limited to the covenants in Schedules 4-15.

5.2 The HCA covenants with the Council and the County Council that it will duly and promptly observe and perform the covenants ~~11c1~~ other ~~rrfifflefs~~-Imposed on the HCA contained in this Deed (including the payment of all sums Index Linked payable by it under this Deed) as set out but not limited to the covenants in Schedule 14.

**6 THE COUNCIL'S COVENANTS**

The Council covenants with the Developer and the HCA as set out in Schedule 2.

**7 THE COUNTY COUNCIL'S COVENANTS**

The County Council covenants with the Developer as set out in Schedule 3.

**8 MISCELLANEOUS**

8.1 The Developer shall pay to the Council and to the County Council on completion of this Deed the reasonable legal costs and disbursements of the Council and the County Council incurred in the negotiation, preparation and execution of this Deed.

8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

8.3 This Deed shall be registrable as a local land charge by the Council.

8.4 Any notice or other written communication Where the agreement, approval, consent or expression of satisfaction is required by the Developer from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given as follows:

(i) on behalf of the Council by the Commissioning Director of Resources and Place Shaping

(ii) and on behalf of the County Council by the S106 Officer Strategic Development (EGO) at the principal address

(iii) If the notice is to be served in respect of the Education Contribution it shall be marked URGENT NOTICE for the attention of the S106 Officer Strategic Development (EGO) at the principal address.

Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

8.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.



- 8.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.7 This Deed shall cease to have effect absolutely (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the carrying out of a Material Operation and any monies which have been paid pursuant to this Deed and remain unspent such monies shall be reimbursed to the original paying party together with Interest.
- 8.8 This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to section 73 of the Act as if this Deed had been completed pursuant to such an application.
- 8.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed unless they hold an interest in that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site *in* accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) before or after the date of this Deed.
- 8.11 Nothing contained or implied in this Deed shall fetter prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities.
- 8.12** This Deed shall not be enforceable against
- a) Owners or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them and
  - b) persons who have acquired an interest in the Site prior to Occupation including persons purchasing individual plots who will become owners or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them

c) Owners or tenants of the individual commercial/business elements of the Development.

- 8.13 Any covenant by the Developer not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred
- 8.14 No compensation shall be payable by the Council or the County Council to any party to this Deed or their successors in title arising from the terms of this Deed and unless specified otherwise in this Deed all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the Council or the County Council
- 8.16 This Deed may be executed in any number of counterparts and by different parties hereto on separate counterparts and each of those counterparts when executed and delivered shall constitute an original but all the counterparts together shall constitute one and the same instrument
- 8.17 This Deed shall not be construed as limiting any right to develop any part of the Site in accordance with any planning permission granted by the Council or the County Council or by the First Secretary of State on appeal or reference to him after the date of this Deed

## **9 WAIVER**

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **10 CHANGE IN OWNERSHIP**

- 10.1 Subject to clause 10.2 the Developer and the HCA agree with the Council to give the Council written notice as soon as reasonably practicable and in any event within one calendar month of any change in Ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's name and

registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan

10.2. Clause 10.1 shall not apply in the event the change in Ownership arises when an interest is acquired by:

a) owners or tenants of Dwellings constructed pursuant to the Planning Permission them and

b) persons who have acquired an interest in the Site prior to Occupation who will become owners or tenants of Dwellings constructed pursuant to the Planning Permission.

10.3 Without prejudice to clause 8.8 upon passing an interest in the Site or part of the Site to a successor in title the Owner , shall be released from all obligations rights and duties (save for liability in respect of any antecedent breach) pertaining to the relevant interest under the terms of this Deed PROVIDED THAT if the Owner shall retain an interest in any part of the Site the Developer and or the HCA shall remain liable insofar as such liability relates to such retained interest

## **11 INDEXATION**

Any Contribution or sum referred to in the Schedules 6-14 shall be Index Linked such as to be increased as follows:

$$C = \text{£}Y \times B/A$$

where:

A is the value of the Index last published before the date of this Deed;

B is the value of the Index last published before the relevant contribution has been paid;

C is the Contribution to be paid; and

£Y is the amount of the relevant contribution as stated in this Deed.

PROVIDED THAT C shall not be less than £Y as a result of application of the indexation formula (subject to separate arrangements under Schedule 8 in relation to the Education Contribution)

## **12 INTEREST**

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

## **13 VAT**

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

## **14 DISPUTE RESOLUTION**

14.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications and experience ("the Specialist") in relation to the such matters as may be in dispute such person shall be appointed (in the absence of agreement) in accordance with Clause 14.2 below and shall act as a Specialist whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the Specialist shall determine and failing such determination shall be borne by the parties in equal shares.

14.2 In the absence of agreement as to the appointment or suitability of the Specialist pursuant to clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination to determine the dispute acting as a Specialist and his decision shall be final and binding on all parties in the absence of a manifest error and his costs shall be payable by the parties to the dispute in such proportion as the Specialist shall determine and failing such determination shall be borne by the parties in equal shares.

14.3 Any Specialist howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and

complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file written or oral representations.

- 14.4 The Specialist shall be required to give notice to each of the said parties requiring them to submit to him within twenty working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

**15 JURISDICTION**

This Deed shall be governed and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

**16 DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**17 COMMUNITY INFRASTRUCTURE LEVY**

The parties hereto are satisfied that the terms of this Deed comply in all respects with the requirements of Regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010 as amended in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably related in scale and kind to the Development.

**18 COUNTERPARTS**

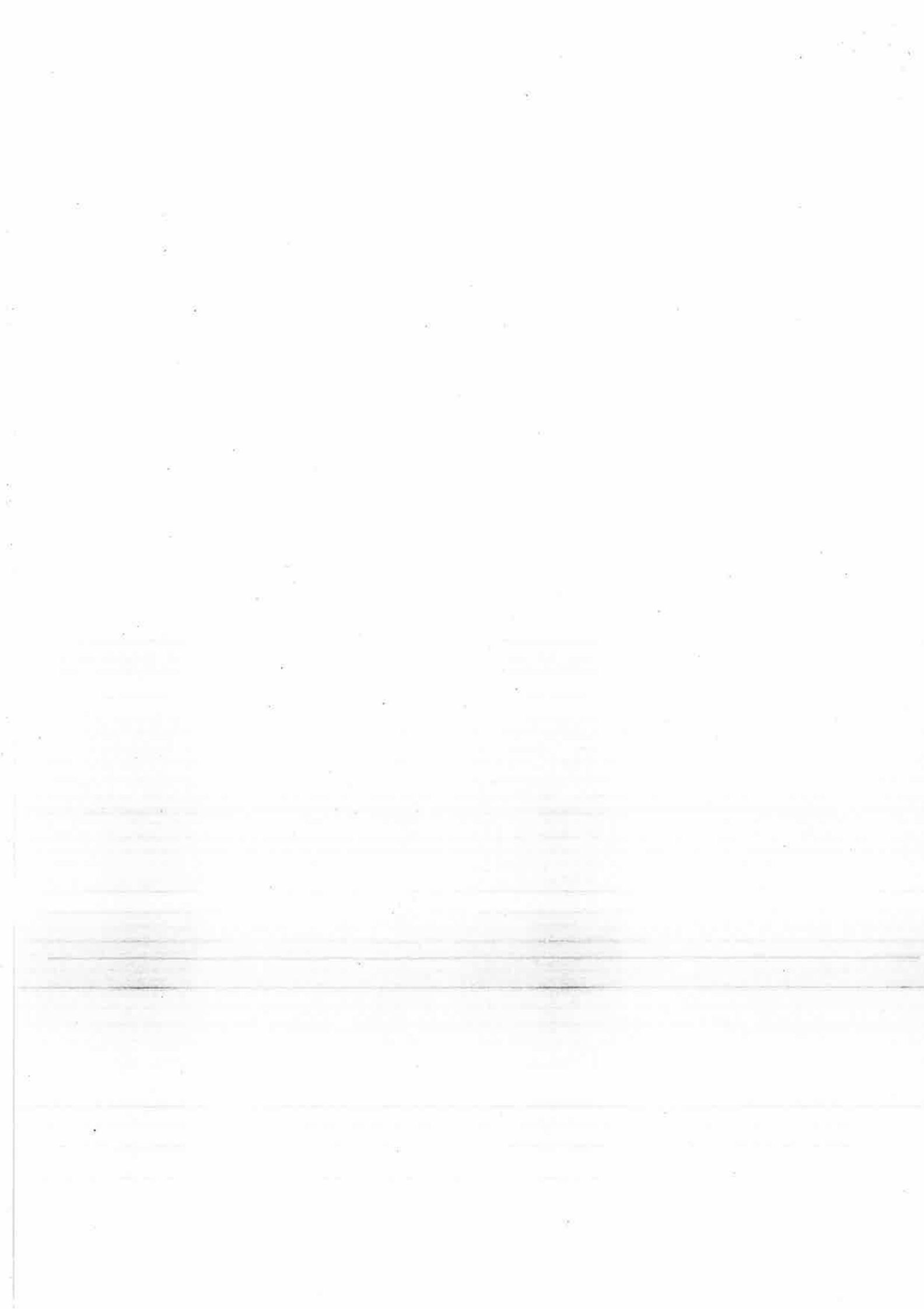
This agreement may be **signed** in any number of counterparts, each of which is an original and all of which taken together form one single document.

**19 DEED OF RELEASE**

- 19.1 The parties agree that on the date of Commencement of Development the Previous Agreements shall determine absolutely and no longer take effect or be enforceable

IN WITNESS whereof this document has been executed as a Deed by the parties hereto but is not intended to have legal effect until it has been unconditionally delivered and dated

**SCHEDULE 1**  
**Draft Planning Permission**





Application No: 16/00898/OUT

Received: 27.06.2016

**BASILDON BOROUGH COUNCIL**  
**TOWN AND COUNTRY PLANNING ACT 1990**  
**Town and Country Planning (Development Management Procedure) Order 2015**

To: Mr Lyndon Gill  
Iceni Projects  
Flitcroft House  
114 - 116 Gharing Cross  
Road  
London  
WC2H 9JR

For: Swan Housing  
Association  
C/o Agent

In pursuance of the powers exercised by them as local planning authority this Council, having considered your application to carry out the following development:-

**Re-development to provide up to 587 dwellings and 5,424 sqm of commercial floorspace with associated means of access, car parking, landscaping and other associated works and improvements**

**Full planning permission sought for 8.78ha comprising the north phase for up to 96 residential dwellings (use Class C3), associated means of access, car parking, landscaping, service infrastructure and other associated works and improvements; and the central phase for a landscaped community hub area.**

**Outline planning permission sought on 21.4ha comprising the south phase (13.9ha) for up to 205 residential dwellings (use Class C3) and associated access, landscaping, car parking and infrastructure works; central west phase (0.39ha) for up to 5,424 sqm of flexible floorspace (Use Classes A1-A5, B1, C3, D1, D2) with associated means of access, open space / landscaping, car parking and infrastructure works (all matters reserved); and the west phase for up to 251 residential dwellings (use Class C3), and associated access, landscaping, car parking and infrastructure works with all matters reserved with exception to appearance.**

On land at

**Craylands Estates And Former Fryerns School Site  
Craylands  
Basildon  
Essex**

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL**

Dated: 01.03.2017

  
Phil Eastal  
Group Manager (Regulation)

In accordance with the plan(s) accompanying the said application, the Council do hereby give notice of their decision to **GRANT OUTLINE PERMISSION** for the said development subject to the compliance with the conditions set out overleaf:-

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS141DL**

**Dated: 01.03.2017**



Phil Easteal  
Group Manager (Regulation)

## SITE WIDE CONDITIONS TO APPLY TO ALL PHASES OF DEVELOPMENT

1. The development hereby approved across all phases of development shall be limited to a maximum quantum of floorspace as follows:
  - Housing (Use Class C3) - up to 587 dwellings.
  - Flexible floorspace (Use Classes A1-A5, B1, C3, D1, D2)- up to 5,424 sq.m.
  
2. The development and all reserved matters submitted pursuant to this planning permission shall not materially depart from the following plans:
  - PL 003 Masterplan - Demolition
  - PL 004 Masterplan - Hybrid Application Boundary
  - PL 005 Masterplan - Proposed Illustrative Masterplan
  - PL 006 Masterplan - Phasing Plan
  
3. In respect of those parts of the application where outline planning consent is granted, (West A & B, Central West and South Phases A, B & C) the permission hereby granted is an outline permission and no development hereby permitted shall be commenced until the written approval of the Local Planning Authority is obtained with respect to the following matters:
  - (a) The layout of the site(s)
  - (b) The scale, siting, design and external appearance of each building
  - (c) Fencing, walling or other means of enclosure
  - (d) Details of all external materials including hard surfacing
  - (e) The landscaping scheme including existing trees, shrubs and hedgerows which are to be retained

In relation to the West A Phase it is only the appearance of the development that is subject to further reserved matters approval - as per the requirements of Conditions 28 and 29.
  
4. The outline phases of the development hereby permitted shall be commenced either before the expiration of;
  - (a) five years from the date of this permission, or
  - (b) two years from the date of approval of the last of the reserved matters to be approved.
  
5. Notwithstanding the phasing of development hereby approved, prior to commencement of any above ground works, a Phasing Plan shall be submitted and **approved** in writing by the local planning authority. The plan shall identify the stages of development, including: phase timetable; simultaneity of phases or works; demolition; number of dwellings proposed in each phase and; the delivery of any independent infrastructure and/or mitigation required by the approved development. The development shall be undertaken in compliance with the approved phasing plan (or any subsequent update agreed). The

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex S814 1DL**

Dated: 01.03.2017



Phil Eastal  
Group Manager (Regulation)

Phasing Plan can be submitted on a phase by phase basis in accordance with Drawing PL006, or any subsequent amendment agreed with the local planning authority.

6. No development of any phase, or sub-phase shall take place, including any ground works or demolition, until a Construction and Environmental Management Plan (CEMP) has been submitted to, and approved in writing by, the local planning authority for that phase or sub-phase in accordance with Drawing PL006, or any subsequent update agreed. The approved CEMP shall be adhered to throughout the construction period. The CEMP shall include details of:
  1. the parking of the vehicles of site operatives and visitors
  2. areas within the site for the loading and unloading of plant and materials
  3. storage of plant and materials used in constructing the development
  4. wheel and underbody washing facilities
  5. dust suppression scheme
7. There shall be no discharge of surface water onto the Highway within any phase of the development.
8. No unbound material shall be used in the surface treatment of the vehicular routes within 6 metres of the highway boundary within any phase of the development.
9. Any new boundary planting within any phase or sub-phase of development as detailed on Drawing PL006 (or any subsequent amendment agreed with the Local Planning Authority) shall be planted a minimum of 1 metre back from the highway boundary and any visibility splay.
10. The carriageway(s) of the proposed estate road(s) within any phase or sub-phase of development shall be constructed up to and including at least road base level, prior to the commencement of the erection of any dwelling with that phase or sub-phase intended to take access from that road(s). The carriageways and footways shall be constructed up to and including base course surfacing. Until final surfacing is completed, the footway base course shall be provided in a manner to avoid any upstands to gullies, covers, kerbs or other such obstructions within or bordering the footway. The carriageways, footways and footpaths in front of each dwelling shall be completed with final surfacing within twelve months (or three months in the case of a shared surface road or a mews) from the occupation of such dwelling.
11. Prior to occupation of any phase or sub-phase of development (excluding Central Phase and South Phase A), the Developer shall be responsible for the provision and implementation of a Residential Travel Information Pack for that phase or sub-phase with 6 vouchers for sustainable transport, approved by Essex County Council.
12. No above ground works for any phase or sub-phase shall take place until a scheme to minimise the risk of off-site flooding caused by surface water run-off and groundwater during construction works has been submitted to, and approved in writing by the local planning authority. The scheme shall be implemented as approved.
13. No above ground works for any phase or sub-phase shall take place until a Maintenance Plan detailing the maintenance arrangements including who is responsible for different elements of the surface water drainage system and the maintenance/frequencies for that phase or sub-phase, has been submitted to and agreed, in writing, by the Local Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL

Dated: 01.03.2017

  
Phil Eastal  
Group Manager (Regulation)

Authority. Should any part be maintainable by a Maintenance Company, details of long term funding arrangements should be provided. This can be submitted on a phased basis if required, in accordance with Phasing Plan PL006 any subsequent amendment agreed with the Local Planning Authority.

14. The applicant or any successor in title must maintain yearly logs of maintenance which should be carried out in accordance with any approved Maintenance Plan approved for a phase or sub-phase. These must be available for inspection upon a request by the local planning authority.
15. The hours permitted for the construction and any demolition processes on site across any phase of development shall be limited to:

Monday - Friday (inc):

- 07.00 - 19.00 hours for general works
- 08.00 - 19.00 hours for more noisy works such as concrete breaking, pile driving and angle grinding.

Saturday:

- 08.00 - 13.00 hours for all works audible at the site boundary.

Sunday and Bank Holidays:

- No works that are audible at the site boundary.

16. No development of any phase or sub-phase shall take place, with exception to any ground works, until a scheme to deal with any contamination of land or pollution of controlled waters for that phase or sub-phase has been submitted to and approved, in writing, by the local planning authority and until the measures approved in that scheme have been implemented. For each phase, the scheme shall include all of the following measures, unless the local planning authority dispenses with any such requirement in writing:

A. A desk-top study carried out to identify and evaluate all potential sources of contamination and the impacts on land and/or controlled waters, relevant to the site. The desk-top study shall establish a 'conceptual site model' and identify all plausible pollutant linkages. Furthermore, the assessment shall set objectives for intrusive site investigation works/Quantitative Risk assessment (or state if not required). Two copies of the desk-top study and a non-technical summary shall be submitted to the Local Planning Authority without delay upon completion.

B. If identified as being required following the completion of the desk-top, a site investigation shall be carried out to fully and effectively characterise the nature and extent of any land contamination and/or pollution of controlled waters. It shall specifically include a risk assessment that adopts the Source-Pathway-Receptor principle, in order that any potential risks are adequately assessed, taking into account the sites existing status and proposed new use. Two copies of the site investigation and findings shall be forwarded to the Local Planning Authority without delay, upon completion.

C. Thereafter, a written method statement detailing the remediation requirements for land contamination and/or pollution of controlled waters affecting the site, shall be submitted  
**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 4DL**

Dated: 01.03.2017



Phil Eastal  
Group Manager (Regulation)

and approved, in writing, by the Local Planning Authority, and all requirements shall be implemented and completed to the satisfaction of the Local Planning Authority. No deviation shall be made from this scheme without the express written agreement of the Local Planning Authority. If during redevelopment, contamination not previously considered is identified, then the Local Planning Authority shall be notified immediately and no further work shall be carried out until a method statement detailing a scheme for dealing with the suspected contamination has been submitted to and agreed in writing with the Local Planning Authority.

D. Two full copies of a full closure report shall be submitted to and approved by the Local Planning Authority. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation has been fully met. The closure report shall include a completed certificate, signed by the Developer, confirming that the required works regarding contamination have been carried out in accordance with the approved written Method Statement(s). A sample of the certificate to be completed is available in Appendix 2 of Land Affected by Contamination: Technical Guidance for Developers.

17. No works other than demolition and site preparation shall take place until a detailed surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro-geological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include but not be limited to:


- Demonstration that the sequential approach has been followed to locate development outside high flood risk areas where possible, or else to store off-site flows, or else to raise FFLs and show that the impact of building in these areas will not increase the flood risk elsewhere.
- Demonstration that the discharge hierarchy has been followed including appropriate infiltration test results in line with BRE 365.
- Run-off rates demonstrated to be limited as close to greenfield as possible.
- Run-off volume to be as close to the greenfield volume as possible, not exceeding the run-off volume prior to redevelopment for the 1 in 100, 6 hour event.
- The method to control flow to the appropriate rates and store the critical duration 1 in 100 plus 40% climate change event supported by model results.
- Priority given to the use of above ground SuDS with multiple benefits unless shown to make the development unviable, in which case underground and proprietary features may be used.
- Water quality treatment provided in line with the pollution indices approach in the CIRIA SuDS Manual C753.
- Finished floor levels set at an adequate level to protect against the design event or else flood resilience measures in line with EA standing advice at <https://www.gov.uk/guidance/flood-risk-assessment-local-planning-authorities> to be followed--

The scheme shall subsequently be implemented prior to occupation.

#### **NORTH-PHASE- DETAILED-PLANNING PERMISSION**

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL**

Dated: 01.03.2017

  
Phil Easteal  
Group Manager (Regulation)



18. The phases of the development granted full planning permission in the North Phase must be commenced not later than the expiration of three years, beginning with the date on which this permission is granted.
19. The development hereby permitted in the North Phase shall be carried out in accordance with the following plans, drawings and documents.

PL 400 North Phase - Existing Site Layout  
PL 401 North Phase - Demolition Plan  
PL 402 North Phase - Proposed Ground Floor Plan  
PL 403 North Phase - Proposed Roof Floor Plan  
PL.410 North Phase - Plot 1a Ground Floor  
PL 411 North Phase - Plot 1a First Floor  
PL 412 North Phase - Plot 1b Ground Floor  
PL 413 North Phase - Plot 1b First Floor  
PL 414 North Phase - Plot 2 Ground Floor  
PL 415 North Phase - Plot 2 First Floor  
PL 416 North Phase - Plot 3 Ground Floor  
PL 417 North Phase - Plot 3 First Floor  
PL 418 North Phase - Plot 4 Ground Floor  
PL 419 North Phase - Plot 4 First Floor  
PL 420 North Phase - Plot 5 Ground Floor  
PL 421 North Phase - Plot 5 First Floor

PL 430 North Phase House Type 1 A - Plans and Elevations  
PL 431 North Phase House Type 1B - Plans and Elevations  
PL 432 North Phase House Type 1C - Plans and Elevations  
PL 433 North Phase House Type 2 A - Plans and Elevations  
PL 434 North Phase House Type 2B - Plans and Elevations  
PL 435 North Phase House Type 3 - Plans and Elevations  
PL 436 North Phase House Type 4 - Plans and Elevations  
PL 437 North Phase Flat Block - Plans and Elevations


PL 440 North Phase - Context Sections & Elevations 01  
PL 441 North Phase - Context Sections & Elevations 02  
PL 442 North Phase - Context Sections & Elevations 03  
PL 443 North Phase - Context Sections & Elevations 04  
PL 444 North Phase - Context Sections & Elevations 05  
PL 445 North Phase - Context Sections & Elevations 06

L-201 Landscape Hardworks Plan North  
L-501 Landscape Softworks Plan North  
L-901 Landscape Planting Schedule

20. No above ground works shall commence on site in the North Phase until full details of the colour and types of external materials to be used on the roofs, external walls, retaining walls, gate(s), boundary walls and fences, planting units, non-adopted hard surfaces and car parking areas of the proposed development, shall have been submitted and approved in writing by the Local Planning Authority.
21. No above ground works shall commence in the North Phase until full details of the provision and subsequent retention of both hard and soft landscape works have been submitted to and agreed in writing by the Local Planning Authority. These details shall include:

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL**

Dated: 01.03.2017

  
Phil Eastal  
Group Manager (Regulation)

Soft landscape works:

1. Details of proposed schedules of species of trees and shrubs to be planted, planting layouts with stock sizes and planting numbers and densities.
2. Details of the planting scheme implementation programme, including ground protection and preparation, weed clearance, stock sizes, seeding rates, planting methods, mulching, plant protection, staking and/or support.
3. Details of the aftercare and maintenance programme.

The soft landscaping works shall be carried out as approved within the first available planting season (October to March inclusive) following the commencement of the development unless otherwise agreed in writing by the Local Planning Authority. If within a period of five years from the date of the planting, any tree or plant is removed, uprooted, destroyed, dies, or becomes, in the opinion of the Local Planning Authority, seriously damaged or defective, another tree or plant of the same species as that originally planted shall be planted in the same place," unless the Local Planning Authority gives its written consent to any variation.

Hard Landscape works:

1. Details of walls with brick types, construction design and dimensions.
2. Details of paved surfacing, with materials, finishing and edgings.
3. Details of street furniture, with designs, material and dimensions.

The hard landscape works shall be carried out as approved prior to the first use/occupation of the development to which it relates and retained and maintained as such thereafter.

#### **CENTRAL PHASE-DETAILED PLANNING PERMISSION**

22. The Central Phase which is granted full planning permission must be commenced not later than the expiration of three years, beginning with the date on which this permission is granted.
23. The development hereby permitted for the Central Phase shall be carried out in accordance with the following plans, drawings and documents:

L-203 Landscape Hardworks Plan Hub  
L-503 Landscape Softworks Plan Hub  
L-901 Landscape Planting Schedule

24. No above ground works shall take place within the Central Phase until full details of the provision and subsequent retention of both hard and soft landscape works have been submitted to and agreed in writing by the Local Planning Authority. These details shall include:

Soft landscape works:

1. Details of proposed schedules of trees and shrubs to be planted, planting layouts with stock sizes and planting numbers and densities.

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex S814 1DL**

Dated: 01.03.2017



Phil Easteal  
Group Manager (Regulation)



2. Details of the planting scheme implementation programme, including ground protection and preparation, weed clearance, stock sizes, seeding rates, planting methods, mulching, plant protection, staking and/or support.
3. Details of the aftercare and maintenance programme.

The soft landscaping works shall be carried out as approved within the first available planting season (October to March inclusive) following the commencement of the development unless otherwise agreed in writing by the Local Planning Authority. If within a period of five years from the date of the planting, any tree or plant is removed, uprooted, destroyed, dies, or becomes, in the opinion of the Local Planning Authority, seriously damaged or defective, another tree or plant of the same species as that originally planted shall be planted in the same place, unless the Local Planning Authority gives written consent to any variation.

Hard Landscape works:

1. Details of walls with brick types, construction design and dimensions.
2. Details of paved surfacing, with materials, finishing and edgings.
3. Details of street furniture, with designs, materials and dimensions.

The hard landscape works shall be carried out as approved prior to the first use/occupation of the development to which it relates and retained and maintained as such thereafter.

#### **CENTRAL WEST PHASE - OUTLINE PLANNING CONSENT WITH ALL MATTERS RESERVED**

25. The reserved matters application(s) for the Central West Phase shall be in accordance with the following plans and parameter plans.

PL\_020 Parameter Plan - Access and Circulation  
PL\_021 Parameter Plan - Land Uses  
PL\_022 Parameter Plan - Proposed Building Heights

26. No servicing/delivery of goods to the proposed retail units within Central West Phase (if delivered) shall be carried out during the following periods:

Mondays - Saturdays (inc): before 8.00a.m. and after 9.00p.m.

Sundays, Bank and Public Holidays: No deliveries whatsoever.

#### **WEST PHASE A & B - OUTLINE PLANNING PERMISSION WITH ALL MATTERS APPROVED APART FROM APPEARANCE**

27. The development hereby permitted shall be carried out in accordance with the following plans, drawings and documents:

PL\_030 Parameter Plan - **Access** and Circulation  
PL\_031 Parameter Plan - Land Uses  
PL\_032 Parameter Plan - **Proposed** Building Heights  
PL\_033 Site Layout  
PL\_034 Parameter Plan - Open Space

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL**

Dated: 01.03.2017



Phil Eastal  
Group Manager (Regulation)

PL\_035 Parameter Plan - Dwelling Type  
PL\_200 Site Sections  
PL\_201 Street Elevations -Avenue

PL\_202 Street Elevations - Lane  
PL\_203 Street Elevations - Terrace  
PL\_204 Street Elevations - Green  
PL\_205 Street Elevations - Fryth

PL\_220 Avenue - House Plot  
PL\_221 Avenue - Ground Floor Plans  
PL\_222 Avenue - Ground Floor Plans  
PL\_223 Avenue - First Floor Plans  
PL\_224 Avenue - Second Floor Plans  
PL\_225 Avenue - Roof Plan  
PL\_226 Avenue - House Plot  
PL\_227 Avenue - Ground Floor Plans  
PL\_228 Avenue - Ground Floor Plans  
PL\_229 Avenue - First Floor Plans  
PL\_230 Avenue - Second Floor Plans  
PL\_231 Avenue - Avenue - Roof Plan  
PL\_232 Avenue - Avenue - House Plot  
PL\_233 Avenue - Ground Floor Plans  
PL\_234 Avenue - Ground Floor Plans  
PL\_235 Avenue - First Floor Plans  
PL\_236 Avenue - Second Floor Plans  
PL\_237 Avenue - Roof Plan  
PL\_238 Lane - House Plot  
PL\_239 Lane - Ground Floor Plans  
PL\_240 Lane - Ground Floors Plans  
PL\_241 Lane - First Floor Plans  
PL\_242 Lane - Ground Floor Plans  
PL\_243 Lane - Ground Floor Plans  
PL\_244 Lane - First Floor Plans  
PL\_245 Lane - Ground Floor Plans  
PL\_246 Lane - Ground Floor Plans  
PL\_247 Lane - First Floor Plans  
PL\_248 Lane - Roof Plan  
PL\_249 Terrace - House Plot  
PL\_250 Terrace - Ground Floor Plans  
PL\_251 Terrace - Ground Floor Plans  
PL\_252 Terrace - First Floor Plans  
PL\_253 Terrace - Roof Plan  
PL\_254 Terrace - Ground Floor Plans  
PL\_255 Terrace - Ground Floor Plans  
PL\_256 Terrace - First Floor Plans  
PL\_257 Terrace - Roof Plan  
PL\_258 Terrace - Ground Floor Plans  
PL\_259 Terrace - Ground Floor Plans  
PL\_260 Terrace - First Floor Plans  
PL\_261 Terrace - Roof Plan  
PL\_262 Park Corner - House Plot  
PL\_263 Park Corner - Ground Floor Plans  
PL\_264 Park Corner - First Floor Plans  
PL\_265 Park Corner - Second Floor Plans  
PL\_266 Park Corner - Roof Plan  
PL\_267 Fryth - House Plot

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL**

Dated: 01.03.2017



Phil Eastal  
Group Manager (Regulation)

PL\_268 Fryth - Ground Floor Plans  
PL\_269 Fryth - Ground Floor Plans  
PL\_270 Fryth - First Floor Plans  
PL\_271 Fryth - First Floor Plans  
PL\_272 Fryth - Second Floor Plans  
PL\_273 Fryth - Roof Plans

PL\_300 Avenue Elevations - Detached Brick  
PL\_301 Avenue Elevations - Detached Brick Conservatory Option  
PL\_302 Avenue Elevations - Detached Brick Extra Bed Option  
PL\_303 Avenue Elevations - Detached Brick Extra Bed & Conservatory Option  
PL\_304 Avenue Elevations - Detached Tile  
PL\_305 Avenue Elevations - Detached Tile Conservatory Option  
PL\_306 Avenue Elevations - Detached Tile Extra Bed Option  
PL\_307 Avenue Elevations - Detached Tile Extra Bed & Conservatory Option  
PL\_308 Avenue Elevations - Flank Brick  
PL\_309 Avenue Elevations - Flank Brick Conservatory Option  
PL\_310 Avenue Elevations - Flank Brick Extra Bed Option  
PL\_311 Avenue Elevations - Flank Brick Extra Bed & Conservatory Option  
PL\_312 Avenue Elevations - Flank Tile  
PL\_313 Avenue Elevations - Flank Tile Conservatory Option  
PL\_314 Avenue Elevations - Flank Tile Extra Bed Option  
PL\_315 Avenue Elevations - Flank Tile Extra Bed & Conservatory Option  
PL\_316 Avenue Elevations - Semi Detached Brick  
PL\_317 Avenue Elevations - Semi Detached Brick Conservatory Option  
PL\_318 Avenue Elevations - Semi Detached Brick Extra Bed Option  
PL\_319 Avenue Elevations - Semi Detached Brick Extra Bed & Conservatory Option  
PL\_320 Avenue Elevations - Semi Detached Tile  
PL\_321 Avenue Elevations - Semi Detached Tile Conservatory Option  
PL\_322 Avenue Elevations - Semi Detached Tile Extra Bed Option  
PL\_323 Avenue Elevations - Semi Detached Tile Extra Bed & Conservatory Option  
PL\_324 Lane Elevations - Standard Brick  
PL\_325 Lane Elevations - Standard Brick Conservatory Option  
PL\_326 Lane Elevations - Standard Brick Garage Option  
PL\_327 Lane Elevations - Standard Brick Conservatory & Garage Option  
PL\_328 Lane Elevations - Flank Brick  
PL\_329 Lane Elevations - Flank Brick Conservatory Option  
PL\_331 Lane Elevations - Flank Brick Garage Option

PL\_331 Lane Elevations - Flank Brick Conservatory & Garage Option  
PL\_332 Lane Elevations - End Brick  
PL\_333 Lane Elevations - End Brick Conservatory Option  
PL\_334 Lane Elevations - End Brick Garage Option  
PL\_335 Lane Elevations - End Brick Conservatory & Garage Option  
PL\_336 Lane Elevations - Terrace Elevations Standard Brick  
PL\_337 Lane Elevations - Terrace Elevations Standard Brick Conservatory Option  
PL\_338 Lane Elevations - Terrace Elevations Standard Brick Bed Option  
PL\_339 Lane Elevations - Terrace Elevations Standard Brick & Conservatory Option  
PL\_340 Lane Elevations - Terrace Elevations Standard Tile  
PL\_341 Lane Elevations - Terrace Elevations Standard Tile Conservatory Option  
PL\_342 Lane Elevations - Terrace Elevations Standard Tile Extra Bed Option  
PL\_343 Lane Elevations - Terrace Elevations Standard Tile Extra Bed & Conservatory Option  
PL\_344 Lane Elevations - Terrace Elevations Flank Brick  
PL\_345 Lane Elevations - Terrace Elevations Flank Brick Conservatory Option  
PL\_346 Lane Elevations - Terrace Elevations Flank Brick Extra Bed Option  
PL\_347 Lane Elevations - Terrace Elevations Flank Brick Extra Bed & Conservatory Option  
PL\_348 Lane Elevations - Terrace Elevations Flank Tile

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 IDL**

Dated: 01.03.2017



Phil Eastal  
Group Manager (Regulation)

PL\_349 Lane Elevations - Terrace Elevations Flank Tile Conservatory Option  
 PL\_350 Lane Elevations - Terrace Elevations Flank Tile Extra Bed Option  
 PL\_351 Lane Elevations - Terrace Elevations Flank Tile Extra Bed & Conservatory Option  
 PL\_352 Lane Elevations - Terrace Elevations End Brick  
 PL\_353 Lane Elevations - Terrace Elevations End Brick Conservatory Option  
 PL\_354 Lane Elevations - Terrace Elevations End Brick Extra Bed Option  
 PL\_355 Lane Elevations - Terrace Elevations End Brick Extra Bed & Conservatory Option  
 PL\_356 Lane Elevations - Terrace Elevations End Tile  
 PL\_357 Lane Elevations - Terrace Elevations End Tile Conservatory Option  
 PL\_358 Lane Elevations - Terrace Elevations End Tile Extra Bed Option  
 PL\_359 Lane Elevations - Terrace Elevations End Tile Extra Bed & Conservatory Option  
 PL\_360 Lane Elevations - Park Corner Elevations Detached Brick  
 PL\_361 Lane Elevations - Park Corner Elevations Detached Brick Conservatory Option  
 PL\_362 Lane Elevations - Park Corner Elevations Detached Brick Extra Bed Option  
 PL\_363 Lane Elevations - Park Corner Elevations Detached Brick Extra Bed Option  
 PL\_364 Lane Elevations - Park Corner Elevations Detached Tile  
 PL\_365 Lane Elevations - Park Corner Elevations Detached Tile Conservatory Option  
 PL\_366 Lane Elevations - Park Corner Elevations Detached Tile Extra Bed Option  
 PL\_367 Lane Elevations - Park Corner Elevations Detached Tile Extra Bed Option  
 PL\_368 Lane Elevations - Fryth Elevations Detached Brick  
 PL\_369 Lane Elevations - Fryth Elevations Detached Brick Extension Option  
 PL\_370 Lane Elevations - Fryth Elevations Detached Brick Chimney Option  
 PL\_371 Lane Elevations - Fryth Elevations Detached Brick Extension & Chimney Option  
 PL\_372 Lane Elevations - Fryth Elevations Detached Tile  
 PL\_373 Lane Elevations - Fryth Elevations Detached Tile Extension Option  
 PL\_374 Lane Elevations - Fryth Elevations Detached Tile Chimney Option  
 PL\_375 Lane Elevations - Fryth Elevations Detached Tile Extension & Chimney Option

L-202 Landscape Hardworks Plan West  
 L-203 Landscape Softworks Plan West  
 L-901 Landscape Planting Schedule

28. Prior to the commencement of any above ground works to any plot(s) within West Phase A and West Phase B, a Reserved Matters Proforma should be submitted to and approved in writing by the Local Planning Authority in respect of that plot(s) in order to facilitate the timely discharge of reserved matters for each plot(s) within the West Phase. The Proforma should make reference to, and demonstrate how the proposal accords with the 'Beechwood West Phase Design Code' (June 2016) and the 'Beechwood West Phase Plot Restrictions Matrix' for the purpose of discharging the outstanding matters at West Phase A and West Phase B.
29. Prior to the commencement of the relevant above ground works for each plot(s) in West Phase A and West Phase B in accordance with Drawing PL\_033 'Site Layout' (or any subsequent update agreed with the Local Planning Authority), approval of the outstanding reserved matters ('appearance') shall be obtained from the Local Planning Authority in writing. The reserved matters submission should be made in accordance with the approved Reserved Matters Proforma as required by Condition 28.
30. The reserved matters application(s) in relation to the appearance of the dwellings in any part of the West Phase shall be required to demonstrate how it accords with the submitted Design Code and Plot Restrictions Matrix for the West Phase.
31. No above ground works in West Phase A and B shall take place until full details of the provision and subsequent retention of both hard and soft landscape works (not including

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL**

Dated: 01.03.2017

#N

Phil Eastal  
Group Manager (Regulation)

gardens to each specific plot(s) have been submitted to and agreed in writing by the Local Planning Authority. These details shall include:

Soft landscape works:

1. Details of proposed schedules of trees and shrubs to be planted, planting layouts with stock sizes and planting numbers and densities.
2. Details of the planting scheme implementation programme, including ground protection and preparation, weed clearance, stock sizes, seeding rates, planting methods, mulching, plant protection, staking and/or support.
3. Details of the aftercare and maintenance programme.

The soft landscaping works shall be carried out as approved within the first available planting season (October to March inclusive) following the commencement of the development unless otherwise agreed in writing by the Local Planning Authority. If within a period of five years from the date of the planting, any tree or plant is removed, uprooted, destroyed, dies, or becomes, in the opinion of the Local Planning Authority, seriously damaged or defective, another tree or plant of the same species as that originally planted shall be planted in the same place, unless the Local Planning Authority gives written consent to any variation.

Hard Landscape works:

1. Details of walls with brick types, construction design and dimensions.
2. Details of paved surfacing, with materials, finishing and edgings.
3. Details of street furniture, with designs, materials and dimensions.

The hard landscape works shall be carried out as approved prior to the first use/occupation of the development to which it relates and retained and maintained as such thereafter.

32. No development other than site clearance and preparatory works shall be undertaken within the West Phase A and B until a written scheme of archaeological investigation including the methodology of further investigation works and a programme for the works to be undertaken has been submitted to and approved in writing by the Local Planning Authority. Thereafter the scheme shall be implemented in accordance with the agreed methodology and programme.
33. No above ground works in West Phase A and B shall be carried out until an Ecological Enhancement Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the scheme shall be implemented in accordance with the agreed strategy.
34. Prior to the occupation of West Phase A and B, the proposed road junction on the Fryth shall have been constructed with appropriate kerb radii and road markings. The junction shall be maintained with a clear to ground visibility splay with dimensions as agreed by the highways agreement along the nearside edge of the road along the Fryth. Such vehicular visibility splays shall be provided before the road junction is first used by vehicular traffic and retained free of any obstruction at all times.

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS141DL**

Dated: 01.03.2017



Phil Eastal  
Group Manager (Regulation)

35. All parking within West Phase A and B shall conform to the Essex Planning Officers Association Parking Standards Design and Good Practice dated September 2009.

**SOUTH PHASE A, B & C - OUTLINE PLANNING PERMISSION WITH ALL MATTERS RESERVED APART FROM ACCESS**

36. The reserved matters application(s) for any part of the South Phase shall be in accordance with the following Parameter Plans unless otherwise approved in writing by the Local Planning Authority.
- Parameter Plan 01 (Rev A) - South Phase - Access
  - Parameter Plan 02 (Rev A) - South Phase - Land Uses
  - Parameter Plan 03 (Rev A) - South Phase - Proposed Building Heights

The reasons for the above conditions are:

1. In order to ensure that the development causes no additional impact that has been assessed as part of the planning application proposal and to ensure that the development is in accordance with the expectations presented to the Local Planning Authority in granting planning permission.
2. For the avoidance of doubt and to ensure the development is in accordance with the expectations presented to the Local Planning Authority in granting planning permission.
3. In accordance with Part 2, Section 5 of the Town & Country Planning (General Development Procedure) Order 2010.
4. In accordance with Section 92 of the Town and Country Planning Act 1990, to ensure the timely delivery of the development hereby granted.
5. To enable the Local Planning Authority to understand and confirm appropriate phasing for the development in order to: manage the supply of housing; ensure timely delivery of highway and infrastructure requirements, in the interests of maintaining the delivery of infrastructure to ensure sustainable development.
6. To ensure that on-street parking of those vehicles in the adjoining streets does not occur and to ensure that loose materials and spoil are not brought out onto the highway in the interests of highway safety and in accordance with Policy DM1 of the Highway Authority's Development Management Policies dated February 2011.
7. To prevent hazards caused by water flowing onto the highway and to avoid the formation of ice on the highway in the interest of highway safety and to ensure accordance with Policy DM 1 of the Highway Authority's Development Management Policies dated February 2011.
8. To avoid displacement of loose material onto the highway in the interests of highway safety in accordance with Policy DM1 of the Highway Authority's Development Management Policies dated February 2011.

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL**

Dated: 01.03.2017

  
Phil Eastal  
Group Manager (Regulation)

9. To ensure that the future growth of the planting does not encroach upon the highway or interfere with the passage of users of the highway, to preserve the integrity of the highway and in the interests of highway safety and in accordance with Policy DM1 of the Highway Authority's Development Management Policies dated February 2011.
10. To ensure roads/footways are constructed to an appropriate standard in the interests of highway safety in accordance with Policy DM7 of the Highway Authority's Development Management Policies dated February 2011.
11. In the interests of reducing the need to travel by car and promoting sustainable development and transport in accordance with Policies DM9 and DM10 of the Highway Authority's Development Management Policies dated February 2011.
12. The National Planning Policy Framework paragraph 103 states that local planning authorities should ensure flood risk is not increased elsewhere by development. Construction may lead to excess water being discharged from the site. If de-watering takes place to allow for construction to take place below groundwater level, this will cause additional water to be discharged. Furthermore the removal of topsails during construction may limit the ability of the site to intercept rainfall and may lead to increased run-off rates. To mitigate increased flood risk to the surrounding area during construction there needs to be satisfactory storage of/disposal of surface water and groundwater which needs to be agreed before the commencement of the development.
13. To ensure appropriate maintenance arrangements are put in place to enable the surface water drainage system to function as intended to ensure mitigation against flood risk. Failure to provide the above required information before the commencement of works may result in the installation of a system that is not properly maintained and may increase flood risk or pollution hazard from the site.
14. To ensure the SuDS are maintained for the lifetime of the development as outlined in any approved Maintenance Plan so that they continue to function as intended to ensure mitigation against flood risk.
15. To protect the residential amenity of occupiers of neighbouring properties.
16. In the interests of the residential amenities of the future occupiers of the dwellings hereby granted.
17. To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site.
18. To comply with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

In relation to this condition will need to agree whether commencement of one phase also **constitutes** development of the other phase, or whether they **each** have to be commenced within three years. Notwithstanding the phasing plan referred to in condition 1 above a separate condition could be added requesting a detailed phasing plan/programme to be submitted.

19. For the avoidance of doubt and to ensure the development is in accordance with the approved plans.

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL**

Dated: 01.03.2017



Phil Easteal  
Group Manager (Regulation)

20. In the interests of visual amenity.
21. In the interests of visual amenity.
22. To comply with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

In relation to this condition will need to agree whether commencement of one phase also constitutes development of the other phase, or whether they each have to be commenced within three years. Notwithstanding the phasing plan referred to in condition 1 above a separate condition could be added requesting a detailed phasing plan/programme to be submitted.

23. For the avoidance of doubt and to ensure the development is in accordance with the approved plans.
24. In the interests of visual amenity.
25. For the avoidance of doubt and to ensure the development is in accord, mr.A with the approved plans.
26. To protect the residential amenities of the occupiers of the neighbouring properties.
27. For the avoidance of doubt and to ensure the development is in accordance with the approved plans.
28. For the avoidance of doubt and to ensure the development is in accordance with the approved plans
29. For the avoidance of doubt and to ensure the development is in accordance with the approved plans
30. For the avoidance of doubt and to ensure the development is in accordance with the approved plans.
31. In the interests of visual amenity.
32. To ensure that any potential archaeological interest of the site is fully investigated.
33. To ensure the necessary mitigation for the impact of the development on the ecology of the site.
34. To provide adequate inter-visibility between vehicles using the road junction and those in the existing public highway in the interests of highway safety in accordance with Policy DM1 of the Highway Authority's Development Management Policies dated **February 2011**.
35. To ensure that on street parking of vehicles in the adjoining streets does not occur in the interests of highway safety and that appropriate parking is provided in accordance with Policy DM10 of the Highway Authority's Development Management Policies dated February 2011.

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL**

Dated: 01.03.2017



Phil Eastal  
Group Manager (Regulation)



36. For the avoidance of doubt and to ensure that the development is in accordance with the expectations presented to the Local Planning Authority in granting planning permission.

**Planning Services, Basildon Centre, St. Martin's Square, Basildon, Essex SS14 1DL**

**Dated: 01.03.2017**



**Phil Easteal  
Group Manager (Regulation)**

## NOTES

- (1) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for Communities and Local Government in accordance with Section 78 of the Town and Country Planning Act 1990 within **six months of the date of this notice**. (Appeals must be made on a form which is obtainable from the Planning Inspectorate, Room 308A Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.) The Secretary of State has power to allow a longer period for the giving of a notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the order. He does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by him.
- (2) If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted he may serve on the Council of the district in which the land is situated, as the case may be, a Purchase Notice requiring that Council to purchase his interest in the land in accordance with the provision of Part VI of the Town and Country Planning Act 1990.
- (3) In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.
- (4) If consent under provisions of the Building Regulations is required, this should be obtained prior to commencement of work. You can contact our Building Services on telephone no 01268 208026, if in any doubt.
- (5) The provisions of Section 13 of the Essex Act 1987 (access for fire brigade) may apply to this development and will be determined at the Building Regulation stage.

## SCHEDULE 2

### Council's Covenants to the Developer and the HCA

The Council covenants as follows:

1. The Council hereby covenants with the Developer and the HCA to pay the financial Contributions referred to in Schedules 6-14 into an interest bearing account as soon as reasonably practicable and to apply and expend the Contributions for the purposes as set out in that Schedule
2. The Council covenants with the Developer and the HCA that it will pay to the Developer or the HCA the full amount or such amount of the financial Contribution as has not been expended in accordance with the provisions of paragraph 1 of this Schedule or generally in accordance with this Deed within ten (10) years of the date of receipt of the final payment by the Council of such payment together with such interest as it has accrued.
3. At the written request of the Developer and/ or the HCA the Council shall provide written confirmation of the discharge of any obligation contained in this deed when satisfied that such obligation has been performed.
4. After completion of this deed to grant the Planning Permission in the form annexed at Schedule 1



### SCHEDULE 3

#### The County Council's Covenants

The County Council covenants as follows:

1. to place the Education Contribution when received from the Developer into an interest bearing account and utilise the same solely for Education Purposes
2. in the event that the Education Contribution is overpaid by the Developer then subject to paragraph 3 of this Schedule the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Education Contribution or have entered into a legally binding contract or obligation to spend the Education Contribution.
3. paragraph 2 of this Schedule shall not apply if (a) the Developer has put the County Council on written notice supported by conclusive written evidence that the Education Contribution has been overpaid and if (b) on the date of receipt of that notice the County Council has not already spent the Education Contribution or entered into a legally binding contract or obligation to spend the Education Contribution
4. in the event of paragraph 3 applying the County Council shall return the overpayment to the Developer
5. if requested in writing by the Developer no sooner than the tenth (10<sup>th</sup>) anniversary of the first Occupation of a Residential Dwelling but no later than one year thereafter and provided the Developer has served the final Payment Notice on the County Council the County Council shall return to the Developer any part of the Education Contribution that remains unexpended when such notice is received (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of Education Purposes the unexpended part of the Education Contribution shall not be repaid until such payment is made and the **unexpended** part of the Education Contribution to be repaid shall not include such payment.
6. upon receipt of a written request from the Developer prior to the eleventh (11<sup>th</sup>) anniversary of the first Occupation of a Residential Dwelling the County Council shall provide the Developer with a statement confirming whether the Education Contribution has been spent and if the Education Contribution has

been spent in whole or in part outlining how the Education Contribution has in whole or in part been spent.

7. any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Developer and received by the County Council within one month of receipt by the Developer of the Council's statement referred to in paragraph 6 of this Schedule and shall clearly state the grounds on which the expenditure is disputed.
8. in the event that no written request is received by the County Council from the Developer pursuant to paragraph 5 of this Schedule or no valid dispute is raised by the Developer pursuant to paragraph 7 of this Schedule the Developer shall accept that the Education Contribution has been spent in full on Education Purposes.
9. the County Council may utilise up to two per cent (2%) of the total amount of the Education Contribution due under this Agreement to a maximum of two thousand pounds sterling (£2,000) plus Relevant General Indexation for the purposes of monitoring and managing the administration of the Education Contribution and for the avoidance of doubt such purposes are agreed by the Developer to form part of the definition of use of the Education Contribution
10. In the event that the Developer fails to serve notice as set out in Paragraph 1 of Schedule 7 of this Agreement then the County Council may calculate the amount of the Education Contribution based on an estimate of the Unit Mix as it sees fit acting reasonably and demand and enforce payment of the Education Contribution at any time thereafter

## **SCHEDULE 4**

### **Affordable Housing**

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

Affordable Housing	means subsidised low cost housing comprising Social Rented Housing Affordable Rented Housing and Intermediate Housing allocated to eligible persons who cannot afford to rent or buy housing generally available on the open market, as determined with regard to local incomes and local house prices, which is to remain available for future households which are eligible for Affordable Housing or to be recycled for alternative housing provision, which is to remain available for future eligible households or recycled for alternative Affordable Housing provision
Affordable Housing Provider	means any body or organisation, including a Registered Provider that is permitted by law to provide and/or manage Affordable Housing which has been approved by the Council AND for the avoidance of doubt the Council or any company or other body owned or set up by the Council may be the Affordable Housing Provider for this purpose
Affordable Housing Units	means the Social Rented Housing and Intermediate Housing identified in the Affordable Housing Schedule
Affordable Rented Housing	means housing let by local authorities or Affordable Housing Providers for rent of up to 80% of the local open market rent
Chargee	any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager

(including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

Chargee's Duty

the tasks and duties set out in paragraph 7 to this Schedule

Homes and Communities Agency

means a body established under Section 1 of the Housing and Regeneration Act 2008 which amongst other things provides funding to Registered Providers or such other body as might succeed it

Intermediate Housing

means Affordable Housing which is not Social Rented Housing or Affordable Housing at prices and rents above those of Social Rented Housing but below an open market price or rent and can include shared equity products such as Shared Ownership and equity loans, other low cost homes for sale and intermediate rent

Market Housing

that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing;

Practical Completion

the practical completion of the works required to construct the relevant premises or building or part thereof or **works** in accordance with the relevant building contract as properly certified independently by any employed agent of the Developer and "Practically Completed" shall be construed accordingly.

Protected Tenant

any tenant who:

(a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any



statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

(b) has exercised any statutory right to buy pursuant to the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

(c) has been granted a Shared Ownership lease by an Affordable Housing landlord (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing landlord in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Affordable Housing landlord all the remaining shares so that the tenant owns the entire Affordable Housing Unit (staircased to 100%);

Registered Provider

means a provider of Affordable Housing which is registered in a register maintained by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 2008

Regulator

means the Homes and Communities Agency established by the Housing and Regeneration Act 2008 or such other body as might succeed it or to whom the functions of this Regulator may be transferred

Social Rented Housing

means Affordable Housing which is not Intermediate Housing or Affordable Rented Housing but is housing owned by local authorities

and Affordable Housing Providers and rented to eligible households at Target Rent levels or such successor to Target Rent levels as may be set by the Regulator from time to time and shall remain at Target Rents in perpetuity.

Target Rent means rent within the Regulator's national rent restructuring regime

Tenure Neutral means that it will not be immediately obvious from the external appearance whether the tenure of the Residential Units is Affordable Housing or Market Housing

- 2 The Developer covenants to the Borough Council
- 2.1 that the number of Affordable Housing Units to be provided on the site as part of the Development shall not be less than 30 per cent (30%) of the total number of new residential units permitted by the Planning Permission, the Outline Permission and the Full Permission as indicated in Schedule 5 attached of this Deed and any change to the numbers and mix of Affordable Housing Units other than 30% shall be in accordance with the Affordable Housing mix as set out in Schedule 5 or as agreed by the Council in writing from time to time. Such agreement includes the grant of planning permission or approval of reserved matters
- 2.2 the construction of all the Affordable Housing Units shall be constructed in accordance with the design and space standards of the Planning Permission, and in particular, that the external appearance of the Affordable Housing Units shall be Tenure Neutral and a choice of finishes from an agreed range shall, where reasonably practical be available to the first **Occupiers of the** Residential Dwellings

3 Unless otherwise agreed by the Council the Developer shall construct or procure the construction of all Affordable Housing Units in accordance with the Planning permission prior to Occupation of more than 75 % of the Market Housing

4 From the date of Practical Completion of the Affordable Housing Units they

shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

- 4.1 Any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgages and chargees; or
  - 4.2 Any Chargee or any person deriving title from the Chargee provided that the Chargee shall have first complied with the Chargee's Duty; or
  - 4.3 Any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.
5. The Affordable Housing shall be held subject to the Council's standard nomination agreement which shall require the Registered Provider to provide the Affordable Housing upon terms that the Council shall require and which shall include provisions as to rents and for the Council to have
- 5.1 100% nomination rights for the first letting of each of the Affordable Housing Units and
  - 5.2 75% nomination rights in relation to subsequent lettings

PROVIDED THAT the said nomination agreement shall not be binding on any party mentioned in paragraph 4 above

- 6 The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than six weeks' prior notice to the Council of its intention to dispose and:
- (a) in the event that the Council responds within six weeks from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such **transfer**
  - (b) if the Council does not serve its response to the notice served under paragraph 6(a) within the six weeks then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule
  - (c) if the Council or any other person cannot within six weeks of the date of service of its response under paragraph 6(a) secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 6(a) the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule 7

PROVIDED THAT at all times the rights and obligations in this paragraph 8 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

**SCHEDULE 5**

**Proposed Residential Accommodation including Affordable Housing Units and  
Affordable Housing Mix**



**Beechwood (Craylands) Accommodation Schedule - June 2016 Swan -Planning (S106)**

**Beechwood (Craylands) Tenure Mix**

<b>Tenure</b>		<b>Phase 1 a-b</b>	<b>Phase 1 c-f</b>	<b>Phase West</b>	<b>Phase North</b>	<b>Phase South</b>	<b>Total</b>	<b>%</b>
Social Rent		75	149	18	15	29	286	
Shared Ownership		<b>8</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	12	
Total Social Housing		<b>83</b>	153	18	15	<b>- 29</b>	298	<b>30%</b>
Private Sale		118	53	268	81	176	696	<b>70%</b>
<b>Total</b>		201	<b>206</b>	<b>286</b>	<b>96</b>	<b>205</b>	994	





**Beechwood (Craylands) Accommodation Schedule - June 2016 Swan Planning (S106)**

Tenure Type	Unit Type	Phase 1 a-b	Phase 1 c-f	Phase West	Phase North	Phase SO&#x2013;h	Total
Social Rented	4 bed house	3	4	0	0	0	7
Social Rented	3 bed house	13	36	0	3	0	52
Social Rented	2 bed house	10	16	0	4	0	30
Social Rented	2 bed flat	35	48	9	0	12	104
Social Rented	1 bed flat	14	45	9	8	17	93
Shared Ownership	4 bed house	0	0	0	0	0	0
Shared Ownership	3 bed house	5	3	0	0	0	8
Shared Ownership	2 bed house	0	1	0	0	0	1
Shared Ownership	2 bed flat	3	0	0	0	0	3
Shared Ownership	1 bed flat	0	0	0	0	0	0
Private Sale	4 bed house	4	2	31	8	22	67
Private Sale	3 bed house	16	32	172	45	91	356
Private Sale	2 bed house	17	6	48	28	63	162
Private Sale	2 bed flat	53	10	9	0	0	72
Private Sale	1 bed flat	28	3	8	0	0	39
<b>Total</b>		<b>201</b>	<b>206</b>	<b>286</b>	<b>96</b>	<b>IZOS</b>	<b>994</b>

**Beechwood (Craylands) Tenure Mix**

Tenure	Phase 1 a-b	Phase 1 c-f	Phase West	Phase North	Phase So h	Total	%
Social Rent	75	149	18	15	29	286	
Shared Ownership	8	4	0	0	0	12	
Total Social Housing	83	153	18	15	29	298	30%
Private Sale	118	53	268	81	176	696	70%
<b>Total</b>	<b>201</b>	<b>206</b>	<b>286</b>	<b>96</b>	<b>205</b>	<b>994</b>	



## SCHEDULE 6

### Training and Employment Schemes

#### Part One

- 1.1 The Developer covenants with the Council that they shall (insofar as it is able to do so without contravening any applicable laws or regulations):
- (a) participate in the Council's Training and Employment initiatives examples of which will be provided by using reasonable endeavours to promote recruitment of local residents and contracting with local companies (1) throughout the construction of the Development; and (2) by prospective tenants of the commercial/business elements of the Development;
  - (b) within three months of the Commencement of the Development meet with representatives from the Council's Economic Development Team and agree the basis and methodology to participate in the Council's Training and Employment priorities and set up a working group to consider and implement any employment training and enterprise initiatives and how to monitor progress;
    - (i) agree to meet with the Council's nominated partner to provide information on the construction timetable and consider recruitment needs to identify opportunities for the recruitment of local apprentices and local job seekers, taking part in a Group Training Association to ensure skills training is linked to employer demand.
    - (ii) notify the Council or the Council's nominated agent of all job opportunities arising from the construction of the Development;
  - (c) issue a written statement (in the form set out in Part Two to this Schedule) to prospective contractors and sub-contractors at the tendering of York stage and to prospective tenants of the commercial/business elements of the Development when first identified which sets out the commitment to the following:
    - (i) ensuring that local people and local businesses are able to benefit directly from the employment opportunities arising from



the construction of the Development by liaising in the first instance with the Council's Economic Development Team;

(ii) the Developer's contractors and sub-contractors to notify the Council or the Council's nominated agent, Jobcentre Plus of all job opportunities arising from both the construction of the Development; and

(iii) encouraging prospective tenants of the commercial/business elements of the Development when first identified to notify as appropriate the Council or the Council's nominated agent, Jobcentre Plus of job opportunities arising from the commercial/business elements of the Development.

(d) Nothing in this Schedule shall prevent the Developers from carrying out their own employment initiatives in addition to the obligations set out in this Schedule.

(e) On Commencement of Development to pay to the Council the Beechwood Community Trust Contribution

12 The Developers shall not be required to observe or perform any obligation in this Schedule if and to the extent that such observance or performance contravenes any statutory or regulatory requirement.

## Part Two

### **Local Employment And Equal Opportunities Statement**

As required by the Section 106 Agreement, in respect of the scheme for the development of the Craylands Estate and the former Fryerns School Site the Developer (Swan Housing Association) hereby confirms that it is fully committed to participating in local training and employment initiatives of the Basildon Council and to ensuring equal opportunities of employment and training for persons and businesses. In order to ensure that the development provides employment and business opportunities for the residents of the area the Developer's Contractors and subcontractors on the development will be required and the prospective tenants of the commercial/business elements of the Development will be encouraged to support this commitment and to assist in achieving these objectives. The Developer therefore hereby gives notice that:

1. The Council is the primary agency working for the recruitment of Local People and Local Businesses and should be Used as such;
2. The Developer and appointed Contractors will ensure that it and all its Contractors and Sub-Contractors notify the Council and other agencies as nominated by the Council as appropriate of early information on job vacancies and as soon as vacancies occur;
3. The Developer will request that prospective tenants of the commercial/business elements of the Development when first identified notify the Council and other agencies as nominated as appropriate of early information on job vacancies and as soon as vacancies occur;
4. The Developer and Contractors will provide the Council or nominated agent with a schedule/ programme of work indicating the opportunities for Contracted and Sub-Contracted work and supplies and level of workforce prior to the commencement of the scheme;
5. The Developer and Contractors are to comply fully with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:
  - The Race Relations Acts 1976 and 2000;
  - The Sex Discrimination Act 1975;
  - The Equal Pay Act 1970;
  - The Disability Discrimination Act 1995 and the manpower Services Commission's Code of Good Practice on the Employment of Disabled People;
  - European Directives issued under EU Treaty Articles 13 and 141; and Codes and Regulations formulated under the above Acts and Directives

### Part Three

- 1.1 Within 3 months of Commencement of Development to submit to the Council for approval the Employment and Skills Plan
- 1.2 The Employment and Skills Plan shall include arrangements setting out how the developer or occupier and their contractors will work directly with local

employment training agencies as part of an employment and training consortium including but not limited to:

1.2.1 Jobcentre Plus and

1.2.2 Voluntary and private sectors providers; and

1.2.3 Schools Sixth form colleges; colleges of further education

1.3 The Employment and Skills Plan shall specify the provision for training opportunities and other Initiatives in respect of the vocational and employability skills required by the developer, their contractors and future occupiers, for any new jobs and business opportunities created by the Development.

1.4 Following approval of the Employment and Skills Plan by the Council the Developer will implement and where necessary procure implementation and promote the objectives of the approved plan and ensure that so far as is reasonably practicable the objectives are met.





(£50) plus Relevant General Indexation for each and every letter sent to the Developer pursuant to the debt

5. The Developer shall serve on the County Council the Payment Notice between sixty (60) and thirty (30) Working Days prior to the date that each and any payment is due to be made to the County Council under this Agreement stating the date that such payment becomes due and any further information stipulated in the Schedules to this Agreement
6. The Developer shall serve on the County Council the Completion Notice within 30 Working Days of all Residential Dwellings being Occupied for the first time stating the date that the last Residential Dwelling was Occupied for the first time and any further information stipulated in the Schedules to this Agreement and for the avoidance of doubt any dispute regarding any notice to be served under this Agreement may be resolved through the mechanisms set out in Clause 14 of this Agreement

## SCHEDULE 8

### Education

#### Education Contributions

1. The following expressions shall have the following meanings

Education Contribution	means the sum of the Early Years and Childcare Contribution and the Primary Education Contribution to which sums the Relevant Education Indexation shall be added and for the avoidance of doubt the total sum of Ninety Nine thousand Four hundred and Sixty Nine pounds (£99,469) shall be deducted from the Education Contribution payable and no Relevant Education Indexation shall be applied to this sum
Education Index	means the Department for Business Innovation and <b>Skills</b> Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council
Education Index Point	means a point on the most recently published edition of the Education Index at the time of use
Education Purposes	<b>means</b> Early Years and Childcare Purposes and Primary Education Purposes
Flat	means a Dwelling that occupies a single floor and /or does not benefit from private open space for the exclusive use of the residents of the Dwelling and no other persons

General Index	means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council
House	means a Dwelling that does not meet the definition of a Flat
Net Occupations	means the actual number of Occupied Residential Dwellings less the actual number of demolished Residential Dwellings
Qualifying Flats	means the total number of Dwellings that meet the definition of a Flat and that shall have two or more rooms that may by design be used as bedrooms
Qualifying Houses	means the total number of Dwellings that meet the definition of a House and that shall have two or more rooms that may by design be used as bedrooms
Relevant Education Indexation	means the amount that the Developer shall pay with and in addition to each part of the Education Contribution paid that shall in each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change shown in the Education Index between the Index Point pertaining to April 2016 and the Index Point pertaining to the date the payment is due to be made to the County Council
Unit Mix	means the number of Demolished Residential Dwellings and the number of Qualifying Flats and the number of Qualifying Houses and the number of Dwellings that by definition shall not be counted as Qualifying Houses or Qualifying Flats for each Phase the sum of which shall for

the avoidance of doubt equal the total number of Dwellings to be constructed on the Site or created by the conversion of an existing building on the Site

### School Contribution Definitions

Demolished Primary Pupil

Product

means the number of primary pupil places generated by the Demolished Residential Dwellings which shall be the Demolished Qualifying Flats multiplied by 0.15 plus the Demolished Qualifying Houses multiplied by **0.3**

Demolished Qualifying Flats

means the number of Flats (if any) with two or more rooms that may by design be used as a bedroom that at the date of this Agreement are habitable and shall be demolished in accordance with the Planning Permission

Demolished Qualifying Houses

means the number of Houses (if any) with two or more rooms that may by design be used as a bedroom that at the date of this Agreement are habitable and shall be demolished in accordance with the Planning Permission

Demolished Residential Dwellings

means the Demolished Qualifying Flats and the Demolished Qualifying Houses

Gross Primary Pupil Product

means the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3

Net Primary Pupil Product

means the Gross Primary Pupil Product less the Demolished Primary Pupil Product

Primary Education Contribution

means the Net Primary Pupil Product multiplied by the cost generator of Twelve thousand Two

hundred and Eighteen pounds sterling (£12,218)

Primary Education Purposes

means the provision of facilities for the education and/or care of children between the ages of 4 to 11 (both inclusive) including those with special educational needs at Ghyllgrove Infant and/or Junior School or successor education facility including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Primary Education Contribution

### **Early Years and Childcare Contribution Definitions**

Demolished Early Years and Childcare

Pupil Product

means the number of early years and childcare places generated by the Demolished Residential Dwellings which shall be the Demolished Qualifying Flats multiplied by 0.045 plus the Demolished Qualifying Houses multiplied by 0.09

Early Years and Childcare Contribution

means the Net Early Years and Childcare Pupil Product multiplied by the cost generator of Thirteen thousand Nine hundred and Thirty pounds sterling (£13,930)

Early Years and Childcare Purposes

means the provision of facilities for the education and/or care of children between the ages of 0 to 5 (both

inclusive) including those with special educational needs Greenshoots Ely Way, Basildon, SS14 2EQ or successor education facility including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Early Years and Childcare Contribution

Gross Early Years and Childcare

Pupil Product

means the Qualifying Flats multiplied by 0.045 plus the Qualifying Houses multiplied by 0.09 Net Early Years and Childcare

Pupil Product

means the Gross Early Years and Childcare Pupil Product less the Demolished Early Years and Childcare Pupil Product

2 The Developer hereby covenants to pay:

2.1 Ten (10) percent of the Education Contribution to the County Council prior to Commencement and shall not Commence until the County Council has received payment of ten (10) percent of the Education Contribution

2.2 Forty five (45) percent of the Education Contribution to the County Council prior to the first Net Occupation of a Dwelling and shall not cause or allow a Dwelling to be Occupied until the County Council has **received-payment** of forty five (45) percent of the Education ContribUtiGtl

2.3 Forty five (45) percent of the Education Contribution to the County Council prior to the Net Occupation of the forty sixth (46<sup>th</sup>) Dwelling and shall not cause or allow the forty sixth (46<sup>th</sup>) Dwelling to be Occupied until the County Council has received payment of forty five (45) percent

of the Education Contribution and 100% of the Education Contribution has thereby been paid

3. The Notice of Commencement shall in addition to that information stipulated in Schedule 8 of this Agreement

- 3.1 Confirm that the the Unit Mix reflects the information provided in Schedule 5 to this Deed or

in the event that the Unit Mix constructed or to be constructed should at any time differ from Schedule 5 the Unit Mix notified to the County Council then the Developer shall serve on the County Council a further notice stating the revised Unit Mix within ten (10) Working Days of the revised Unit Mix being decided and in the further event that the Developer and or the Owner fails to serve any notice set out in this Paragraph 8.1 the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably

4. The Payment Notice shall state the Unit Mix on which the payment is to be based
5. The Completion Notice shall state the final Unit Mix
6. In the event that the Unit Mix to be constructed on the Site does not match the Unit Mix on which the Education Contribution or part thereof paid was based the Developers hereby covenant to pay to the County Council as soon as the revised Unit Mix becomes apparent to the County Council and the Developer any additional amount pertaining to the difference between the amount of the Education Contribution paid and the amount of the Education Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Education Contribut1on

Page Not Used



**SCHEDULE 9**

**Development Cost Contribution**

The Developer hereby covenants with the Council to pay the Development Cost Contribution

## **SCHEDULE 10**

### **Community Facilities**

The Developer hereby covenants with the Council and the County Council

- 1.1 to provide on substantial completion of the Development within the Local Centre, in addition to the three retail shop units and the temporary community hall a community hall of a reasonable size and specification first agreed in writing by the Council
- 1.2 to retain the temporary community hall until such time as a permanent facility has been provided at which time the temporary community hall will be restored as a shop unit unless otherwise agreed in writing between the Council and the Developer

## **SCHEDULE 11**

### **Recreation Provisions**

The Developer hereby covenants with the Council and the County Council to provide a new pedestrian/cycle entrance to Northlands Park in accordance with Point 3 of the definition of the Part 2a Highway Works in the Highways Agreement

## **SCHEDULE 12**

### **Flood Alleviation Scheme**

#### Obligations:

1. The Developer covenants to provide the County Council with further detailed surface water flood modelling under bullet point 3 of the definition of Flood Alleviation Scheme above within six (6) months from the date of this Agreement such details to be sufficient to enable the County Council to make a decision pursuant to paragraph 2 below
  
2. The County Council covenants that it shall respond to the Developer with comments on the further detailed surface water flood modelling received under preceding paragraph 1 above within three (3) weeks from the date of receipt of the said details such response to include confirmation as to whether or not the full amount of the Flood Alleviation Scheme Contribution is payable or such part of the Flood Alleviation Scheme Contribution as is deemed appropriate by the County Council taking into account the further detailed surface water flood modelling submitted by the Developer
  
3. If notified that the Flood Alleviation Contribution is payable the Developer hereby covenants to pay the Flood Alleviation Contribution to the County Council no later than three (3) calendar months following receipt of written notice in writing from the County Council to the Developer requesting payment and in any event prior to the construction phase of the Flood Alleviation Scheme, whichever is the later
  
4. The County Council hereby covenants to place the Flood Alleviation Contribution when received from the Developer into an interest bearing account and utilise the appropriate amount for the Flood Alleviation Purposes and for no other purposes
  
5. If requested in writing by the Developer no sooner than the fifth (5th) anniversary of the date that the Flood Alleviation Contribution was paid the County Council shall return to the party that made the payment any part of the Flood Alleviation Contribution that remains unexpended (together with interest accrued that relates to that unexpended part at the Seven Day LIBID Rate)

PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of the Flood Alleviation Purposes the unexpended part of the Flood Alleviation Contribution shall not be repaid until such payment is made and the unexpended part of the Flood Alleviation Contribution to be repaid shall not include such payment

6. The County Council may utilise up to two percent (2%) of the total amount of the Flood Alleviation Contribution due under this Agreement to a maximum of two thousand pounds sterling (£2,000) plus Flood Indexation for the purposes of monitoring and managing the administration of the Flood Alleviation Contribution and for the avoidance of doubt such purposes are agreed by the Developer to form part of the definition of use of the Flood Alleviation Contribution
7. In the event that the Flood Alleviation Contribution is overpaid by the Developer then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the said contribution or have entered into a legally binding contract or obligation to spend the said contribution
8. If the Flood Alleviation Contribution is paid later than the due date the County Council shall be entitled to add either interest at the Seven Day LIBID Rate or Relevant Flood Indexation on the sum whichever is higher from the date the sum was due to be paid to the County Council to the actual date of payment

**SCHEDULE 13**

**Health Services Provision**

Prior to Commencement of Development the Developer covenants to pay to the Council the Health Services Contribution Index Linked from the date of the 2008 Agreement to the date of payment of the Contribution.

**SCHEDULE 14**

**Street Numbering**

Prior to Occupation of the Development the HCA covenants with the Council to pay to the Council the Street Numbering Contribution Index Linked from the date of the 2008 Agreement to the date of the payment of the Contribution

## **Schedule 15**

### **Highways**

#### **1. Travel Vouchers**

The Developer covenants with the County Council to provide the prospective occupier of each Dwelling with Travel Vouchers prior to Occupation of that Dwelling and not to cause or permit Occupation of each Dwelling unless and until the Developer has provided the prospective occupiers with and Travel Vouchers.

#### **2. Transportation Contribution**

2.1 The Developer hereby agrees and covenants to pay the Transportation Contribution to the County Council prior to Occupation and shall not Occupy until such time as the Transportation Contribution has been paid to the County Council

2.2 The County Council hereby covenants with the Developer to place the Transportation Contribution into an interest bearing account and to utilise the principal and interest solely for the Transportation Works the unexpended balance of principal and interest on which account at the tenth (10th) anniversary of the receipt of the said Transportation Contribution in cleared funds after appropriate provision has been made for sums committed to be expended by the County Council prior to the said anniversary but not yet paid on the said anniversary shall be returned to the Developer PROVIDED FURTHER that where a legally binding contract has been entered into by the County Council in respect of the Transportation Works the County Council shall be entitled to utilise the Transportation Contribution to make payment under such a contract



## APPENDIX 1

### Contributions which have already been received under the 2008 Agreement and are not required under this Deed:

#### HCA Contributions

Pay the Council £147,000 towards replacement playing fields and/or enhancement playing pitches and changing accommodation at Eversley Road Recreation Ground, Basildon	Paragraph 1.1, Ninth Schedule section 106 Agreement dated 20 May 2008	Upon commencement of development	Paid
Pay £2,000,000 contribution to the Council for sporting and recreational facilities with the Sporting Village	Paragraph 1.2 and 1.2.2, Ninth Schedule of schedule 106 Agreement dated 20 May 2008	In four instalments of £500,000, the first due one year from commencement of development, the remaining at six month intervals and the final by practical completion of the Sporting Village	Paid

#### Developer

Pay the Council £12,500 for a Principal Development Officer and £12,500 for a Community Development Co-ordinator	Paragraph 2, Twelfth Schedule of section 106 Agreement dated 20 May 2008	First payment due 1 January 2013, then every quarter for 5 years for the Principal Development Officer. First payment due 1 January 2013, then every quarter for 1 year for the Community Development Co-ordinator	Payments in regard to PDO made and up to date and CDO payments made.
Pay the Education Contribution to the County Council in four instalments of £87,500	Paragraph 2.2 - 2.9, Fifth Schedule of section 106 Agreement dated 20 May 2008	Not to commence each phase (1- 4) of development until each respective instalment is paid	First payment made in the sum of £99,469
To pay to the Council £85,000 towards cost of maintenance of	Paragraph 2.1, Ninth Schedule of section 106 Agreement dated 20 May	Commencement of development	Paid

replacement pitches at Eversley Road Recreation Ground, Basildon	2008		
Prepare and submit to the Council detailed proposals for the Employment and Training Strategy. Once approved, implement the Strategy and provide reasonable evidence to the Council that the key milestones have been met. Ensure the Strategy is kept under review for appropriateness and also binding upon any contractors or sub-contractors in connection with the development. The Strategy is to include the matters at paragraph 3 of Schedule 11	Paragraph 1, Eleventh Schedule of section 106 Agreement dated 20 May 2008	At least 20 working days prior to commencement of development	Submitted
Provide the County Council with the Travel Information and Marketing Scheme	Paragraph 1, Twelfth Schedule of section 106 Agreement dated 20 May 2008	Prior to the first occupation (dwellings within any phase)	Provided.

**APPENDIX 2**

**Plan**



NO.	DATE	DESCRIPTION
1	11/11/11	PLANNING ISSUE



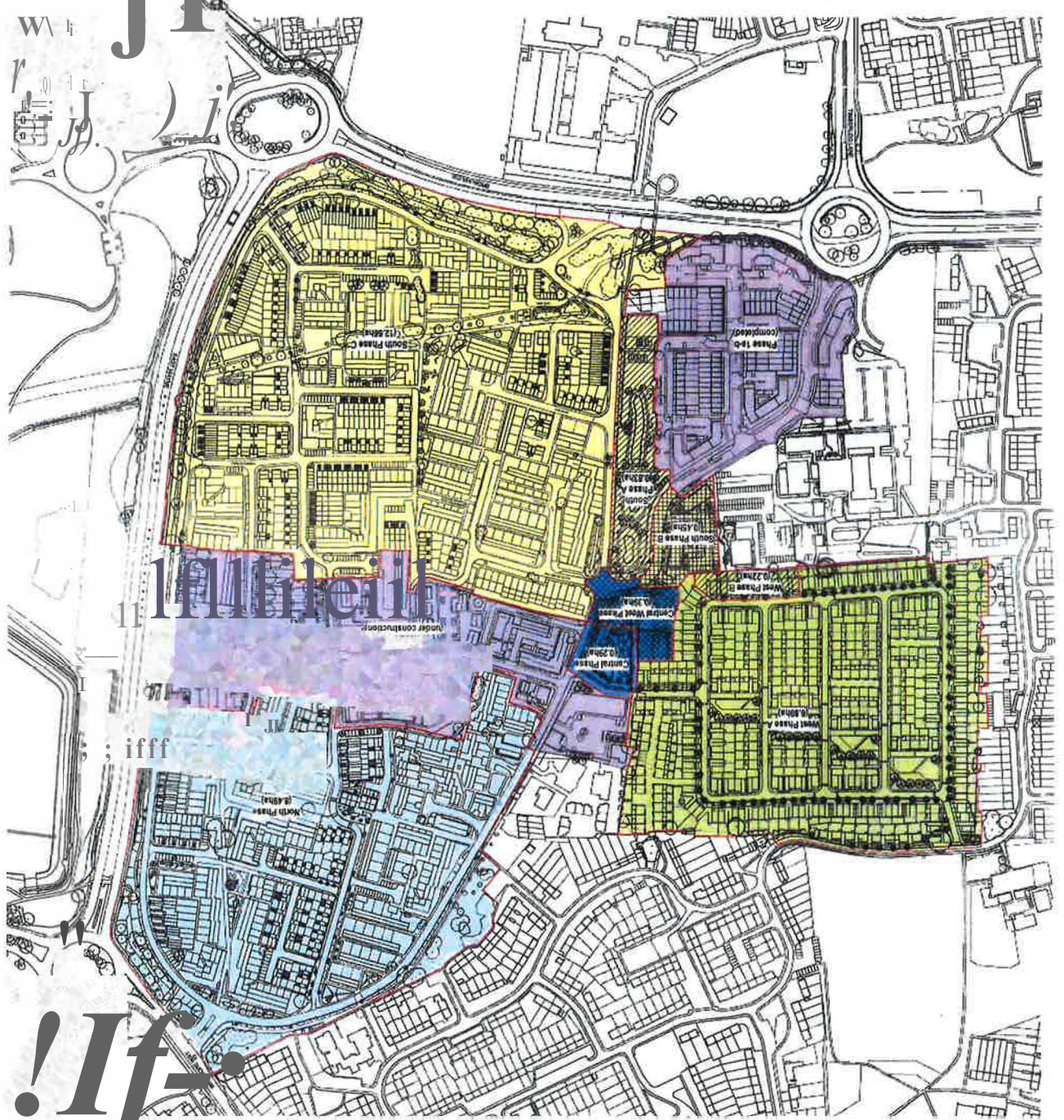
NO.	DATE	DESCRIPTION
1	11/11/11	PLANNING ISSUE



*[Handwritten signature]*

*[Handwritten signature]*  
Solicitor to the Council

DD  
mj1  
W



!If.





The COMMON SEAL of the  
COUNCIL was hereunto affixed

in the presence of



**§Qli itor to the Council**



Authorised Officer

The COMMON SEAL of the  
COUNTY COUNCIL was hereunto affixed

in the presence of:

Attesting Officer

The COMMON SEAL of  
SWAN HOUSING ASSOCIATION  
LIMITED was affixed  
in the presence of:

COMMON SEAL OF SWAN HOUSING ASSOCIATION LIMITED



Authorised Officer  
The COMMON SEAL of  
THE HOMES AND COMMUNITIES AGENCY  
was affixed  
in the presence of:

Authorised Signatory

Print name

BASILDON BOROUGH COUNCIL

seal no.	213630
date	04/01/10





