

PARTIES¹

- 1 **CASTLE POINT BOROUGH COUNCIL** of Kiln Road, Thundersley, Benfleet, Essex, SS7 1TF ("**Council**");
- 2 **ESSEX COUNTY COUNCIL** of County Hall Market Road, Chelmsford, CM1 1LX (the "**County Council**");
- 3 **CLAYDONS FARM LIMITED** (Co. Regn. No. 12848853) whose registered office is situated at Walton Hall, Walton Hall Lane, Purleigh, Chelmsford CM3 6PS and **JANET PATRICIA COWELL** of The Cottage, Motts Farm, Main Road, St. Lawrence, Southminster CM0 7LR and **SHIRLEY ANN MEE** of Little Grange, Grange Road, Tillingham, Southminster CM0 7UT ("**First Owners**");
- 4 **DEBORAH BARBARA PAGE** of 3 Ashdown House, Avington Walk, Benfleet SS7 3PH and **NICHOLAS ROYSTON COOK** of 99 Benfleet Road, Benfleet SS7 1QF and **VINCENT PETER COOK** of 40 Weald Way, Romford RM7 9PD and **ANGELA ALFREDA BYOTT** of Pemba, Henny Road, Lamarsh, Bures CO8 5EX ("**Second Owners**");
- 5 **THIS LAND DEVELOPMENT LIMITED** (Co. Reg. No. 11210011) whose registered office is situated at Compass House, Vision Park Chivers Way, Histon, Cambridge, CB24 9AD ("**Developer**").

LAND INTERESTS

- 6 The First Owners are the registered proprietors of the part of the site registered at the Land Registry under title numbers EX737177 and EX743558.
- 7 The Second Owners are the registered proprietors of the part of the site registered at the Land Registry under title number EX781118.
- 8 The Developer has the benefit of a promotion agreements dated 14 December 2020 in relation to the site.

DESCRIPTION OF DEVELOPMENT

- 9 The proposed description of development for the planning application is as follows:

¹ These heads of terms are not intended to be legally binding between the parties.

“Outline planning application for the development of up to 455 new homes, a new multi-use community hall, land for the provision of a healthcare facility, land for a stand-alone early years and childcare nursery, new vehicular/pedestrian access points from Stadium Way in the north and Daws Heath Road in the south, new greenways and green links, multi-functional open space, green infrastructure, surface water attenuation, landscaping and associated infrastructure. All matters reserved except access.”

PHASING

- 10 The development shall be phased in accordance with a phasing plan agreed at the time of any grant of planning permission or approved pursuant to a pre-commencement planning condition to agree a phasing plan for the development of the site.

OBLIGATIONS TO THE COUNCIL

11 AFFORDABLE HOUSING

- 11.1 Quantum: Provision of up to 40% affordable on the site as a whole².
- 11.2 Tenure mix: The tenure mix of the affordable housing may include at least 25% First Homes in accordance with central Government guidance³ and shall provide for at least 10% affordable home ownership products⁴ should that be agreed. Otherwise, the precise tenure mix of the affordable dwellings shall be determined through discussion with the Council with regard to the latest strategic housing market assessment information, but it is acknowledged that currently the Council prefers 50% affordable rent and 50% home ownership products as per the latest evidence base⁵ and consultation response⁶.
- 11.3 Delivery:
- 11.3.1 An affordable housing scheme for a phase (to include details of tenure mix, type, size and location of affordable dwellings) shall be submitted to and

² Note that 35% is the current policy requirement however.

³ <https://www.gov.uk/guidance/first-homes#first-homes-definition-and-eligibility-requirements>

⁴ NPPF, paragraph 65

⁵ All documentation relating to the recently withdrawn local plan (including supporting evidence) has been removed from the Council's website so it has not been possible to review this with regard to required tenure mix.

⁶ Consultation response of the Council's Housing and Development Finance Manager dated 1 March 2023

approved by the Council prior to the commencement of development on that phase.

11.3.2 The affordable housing on a phase must be delivered in accordance with the approved affordable housing scheme for that phase (transferred to an RP (either constructed or the land transferred with obligations on the RP to deliver by the triggers below) or, if not to be transferred to an RP, at a stage of construction where it is ready for occupation) as follows:

11.3.2.1 [50]% of the affordable housing on a phase delivered before more than [60]% of the market dwellings on a phase are occupied; and

11.3.2.2 all of the affordable housing on a phase delivered before more than [90]% of the market dwellings on a phase are occupied.

11.4 Key Workers:

11.4.1 A proportion of the affordable housing may be offered to a “Key Worker”, in this case being an employee of the NHS at one of the existing general practitioner facilities within Castle Point.

11.4.2 The proportion and precise mechanism may be agreed through negotiation, but may include an obligation for the affordable dwellings to be offered to “Key Workers” for a period of time, before – in the event there is no demand – being offered to other eligible persons for affordable housing in the usual way.

12 OPEN SPACE

12.1 The (multi functional) open space on the site shall comprise of an area of at least 14.60ha including a village green, childrens’ play provision, allotments, community orchard, retained woodland, retained hedgerow, a lake and a landscaped corridor⁷.

12.2 Delivery:

12.2.1 An open space scheme (broadly in accordance with an approved parameter plan for the site wide open space) for a phase shall be submitted to and

⁷ As set out on the Proposed Parameter Plan Multi Functional Open Space – Drawing 303 Rev D

approved by the Council prior to the commencement of development on that phase.

12.2.2 The open space on a phase must be provided before more than [80]% of the dwellings on that phase are occupied.

12.2.3 The open space on a phase must be transferred to the Council, Parish Council or a management company (at the election of the developer) before more than [90]% of the dwellings on that phase are occupied. If open space is transferred to the Council or Parish Council an open space maintenance contribution shall be payable.

13 **MULTI-USE COMMUNITY HALL**⁸

13.1 A multi-use community hall (use classes E(e), (f), F.1 and/or F.2) on a site no less than [0.29ha⁹] shall be provided on the site¹⁰ as follows:

13.1.1 The phase in which the community hall shall be provided shall be agreed with the Council prior to the commencement of the development.

13.1.2 The precise location, specification and a management plan for the community hall shall be approved by the Council prior to the commencement of the phase in which the community hall shall be provided.

13.1.3 The community hall shall be constructed to a point where it is fit for public use in accordance with the approved specification prior to the occupation of [80%] dwellings on the phase in which it is to be located.

13.1.4 The community hall shall be operated in accordance with the approved management plan from the time it is ready for public use.

13.1.5 The community hall may transferred to the Council, Parish Council, a management company or another entity approved by the Council.

⁸ These provisions are predicated on a requirement to provide the facility itself rather than just provide serviced land on which such a facility could be provided by an operator (e.g. the Council, Parish Council etc.).

⁹ Area taken from Proposed Parameter Plan Multi Functional Open Space – Drawing 303 Rev D

¹⁰ This was a policy requirement of now withdrawn Policy HO13 which proposed to allocate the site

14 **RAMS**

A contribution of £137.71¹¹ per dwelling on a phase shall be paid to the Council prior to the commencement of the development on that phase towards the funding of necessary measures to avoid and mitigate likely significant effects from recreational disturbance in-combination with other plans and projects on the Benfleet and Southend and Marshes Special Protection Area (SPA) and Ramsar site.

15 **HEALTH CONTRIBUTION¹²**

15.1 A contribution shall be paid to the Council (with obligations to pass the payment on to the NHS (Mid and South Essex) towards the improvement/provision of healthcare facilities in the vicinity of the site.

15.2 This is an estimated sum of £225,500 based on the estimated additional population growth of 1,092 and predicted additional floorspace to meet such growth of 74.8m². A formula is to be agreed to enable the contribution to be calculated on a per dwelling basis, e.g.

$$A \times B \times (C - D) \times E = F$$

Where:

A = No of Dwellings

B= Occupancy rate of 2.4

C= Floorspace per person of 0.06849817

D = Recognised existing capacity of health infrastructure (if any)

E= Cost per sqm of £3,015.70

F = Total Contribution

¹¹ This figure is the RAMS sum for 2022/23 (<https://www.castlepoint.gov.uk/rams>). An alternative to paying the tariff is for applicants to submit a shadow appropriate assessment report with details of bespoke avoidance and mitigation measures.

¹² Discussions may be had as to whether this payment is required if land for a healthcare facility is provided on the site (or whether this sum is only payable in the event the Healthcare Land is not transferred to NHS England/relevant CCG.

16 LAND FOR THE PROVISION OF A HEALTHCARE FACILITY

- 16.1 An area of land measuring no less than [0.31 ha] which could provide for a building of up to [1,000 sqm]¹³ of space for healthcare services ("Healthcare Land") shall be reserved on the site from the commencement of the development on the phase in which the Healthcare Land is situated for 18 months ("Healthcare Land Notice Period").
- 16.2 The phase in which the Healthcare Land shall be provided shall be agreed with the Council prior to the commencement of the development.
- 16.3 The precise location of the Healthcare Land shall be approved by the Council prior to the commencement of the phase in which the Healthcare Land shall be reserved.
- 16.4 If the NHS England/relevant CCG serve a notice requiring the Healthcare Land during the Healthcare Land Notice Period then it shall be transferred within [6] months with obligations to provide utilities to the Healthcare Land within timescales to be agreed with NHS England/ relevant CCG.
- 16.5 If NHS England/relevant CCG do not serve a notice requiring the Healthcare Land during the Healthcare Land Notice Period (or if the NHS England/relevant CCG have not completed a transfer of the Healthcare Land within [6] months of serving the notice) then at the end of the Healthcare Land Notice Period the Healthcare Land will take free of the obligations reserving this land for a healthcare facility and (subject to planning permission) may be put to any other use.
- 16.6 Any transfer of the Healthcare Land to NHS England/relevant CCG shall include covenants on NHS England/relevant CCG that the Healthcare Land shall be securely fenced before and during the construction period and that the land shall not be put to any other use than for the provision of healthcare services.

17 COUNCIL MONITORING FEE

- 17.1 A monitoring fee (sum TBC) shall be paid to the Council for the purpose of monitoring the performance of obligations in the agreement prior to the commencement of the development.

¹³ This was a policy requirement of now withdrawn Policy HO13 which proposed to allocate the site

18 EMPLOYMENT AND SKILLS PLAN

- 18.1 Obligations to be agreed that include agreement of an “*Employment and Skills Plan*”¹⁴. Such plan to be agreed prior to commencement of development on a phase, and implemented in accordance with the approved timescales and details.

OBLIGATIONS TO THE COUNTY COUNCIL¹⁵

- 19 Please note that the terms proposed below arise from the County Council’s Developers’ Guide to Infrastructure Contributions and other published documentation. These represent what we consider to be the County Council’s standard – or starting point – contributions for new development projects. However, these obligations will be subject to further negotiation and discussion and only provided to the extent that they meet the relevant legal tests¹⁶ and therefore may be negotiated in due course.

20 LAND FOR A STAND-ALONE EARLY YEARS AND CHILDCARE NURSERY¹⁷

- 20.1 An area of land (“Early Years Land”) measuring no less than [0.13ha] shall be reserved for a stand-alone early years and childcare nursery shall be reserved on the site from the commencement of the development for a period of [18] months (“Early Years Land Notice Period”).
- 20.2 The location of the Early Years Land shall be agreed before the commencement of the development.
- 20.3 The precise location of the Early Years Land shall be approved by the Council prior to the commencement of the phase in which the Early Years Land shall be reserved.
- 20.4 If the County Council serve a notice requiring the Early Years Land during the Early Years Land Notice Period then the Early Years Land shall be transferred to the County Council within [6] months with obligations to provide utilities to the Early Years Land within timescales to be agreed with the County Council.

¹⁴ As per Essex County Council’s consultation response of 3 April 2023

¹⁵ See the County Council’s Developers’ Guide to Infrastructure Contributions - <https://assets.ctfassets.net/knkzaf64jx5x/5aKhke88Ey5zkdMvSQj44w/0d71817cad70b9394d76e7a490ac7bd7/developers-guide-infrastructure-contributions.pdf> (“SPD”)

¹⁶ Regulation 122, The Community Infrastructure Levy Regulations 2010 (“CIL Tests”)

¹⁷ This was a policy requirement of now withdrawn Policy HO13 which proposed to allocate the site

20.5 If the County Council do not serve a notice requiring the Early Years Land during the Early Years Land Notice Period (or if the County Council have not completed a transfer of the Early Years Land within [6] months of serving the notice) then at the end of the Early Years Land Notice Period the Early Years Land will take free of the obligations reserving this land for a stand-alone early years and childcare nursery and (subject to planning permission) may be put to any other use.

20.6 The County Council shall covenant that in the event that it received a transfer of the Early Years Land that this shall be securely fenced before and during the construction period and that the land shall not be put to any other use than as a stand-alone early years and childcare nursery.

21 EDUCATION CONTRIBUTIONS

21.1 The following contributions are contained within the SPD that may be required, subject to further negotiation and based on the latest evidence base and compliance with the CIL Tests. Triggers may be agreed in due course, and the contributions are to be paid on a phased basis:

21.1.1 Early Years¹⁸. Estimated at £839,803 based on £20,508 per place, index-linked from Q1 2020 to the date payment is due. Formula to be agreed so contribution may be calculated on a per dwelling basis.

21.1.2 Primary Education. Estimated at £2,357,087 based on £17,268 per place, index-linked from Q1 2020 to the date payment is due. Formula to be agreed so contribution may be calculated on a per dwelling basis.

22 LIBRARY CONTRIBUTION

22.1 £77.80 per dwelling payable. Trigger to be agreed.

23 RESIDENTIAL TRAVEL PLAN

23.1 A residential travel plan shall be agreed and implemented for each phase of the development.

¹⁸ This sum may or may not be required given the provision of land on the site for a stand-alone early years and childcare nursery).

- 23.2 A residential travel plan monitoring fee (of approximately £1,500 per annum) for the residential travel plan on a phase shall be paid in relation to that phase.

24 BUS SERVICE ENHANCEMENTS

- 24.1 £1,150,000 to be paid on a phased basis (triggers to be agreed) towards “bus service enhancements along the Daws Heath Road Corridor (route 3) to improve frequency/accessibility and routing to / from the site to services, facilities, and areas of employment”¹⁹.

25 TRAVEL PLAN

- 25.1 A financial contribution of £2,817 (index linked) to be paid prior to first occupation of the development, annually up to and until 1 year after final occupation of the development.
- 25.2 This request is contained as Condition 11 of County’s August Consultation Response. Agreement of a travel plan may however be secured by condition.

26 COUNTY COUNCIL MONITORING FEE

- 26.1 A Monitoring fee (£550 per County obligation) shall be paid to the County Council for the purpose of monitoring the performance of obligations in the agreement prior to the commencement of the development.

OTHER MATTERS

- 26.2 The substantive provisions of the agreement shall be conditional upon the grant of the planning permission and the commencement of the development.
- 26.3 All financial contributions shall be index linked to an appropriate index.
- 26.4 Liability for the obligations in the agreement shall not be joint and several and may only be enforced against the owners of the land on which the obligations in question relate.
- 26.5 All obligations contained in these Heads of Terms are subject to further negotiation and subject to meeting the relevant CIL Tests.

¹⁹ As per proposed Condition 9 in Essex County Council’s consultation response of 14 August 2023 (“**County’s August Consultation Response**”).