DATED 1ST November 2016

UTTLESFORD DISTRICT COUNCIL

and

IUVINA BARBA

and

WEST WHITTLE PROPERTIES LIMITED

and

RETIREMENT VILLAGES DEVELOPMENTS LIMITED

and

BARCLAYS BANK PLC

Section 106 Agreement Relating to Land at Bury Water Lane Newport 2 Hillside Bury Water Lane Newport CB11 3UA and Ersanmine Bury Water Lane Newport CB11 3TZ

Dawn French
Chief Executive
Ref: CO/009566
Tel: 01799 510417

AN AGREEMENT made the forth day of November two thousand and sixteen between **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as "UDC") of the first part and **IUVINA BARBA** of 2 Hillside Bury Water Lane Newport Saffron Walden CB11 3UA and **WEST WHITTLE PROPERTIES LIMITED** (company registration number 07283331) of The Want Cottage Langley Upper Green Saffron Walden CB11 4RU (hereinafter called "the Owners") of the second part and **RETIREMENT VILLAGES DEVELOPMENTS LIMITED** (company registration number 4533966) whose registered office is at 1st Floor Brunswick House Regent Park 297-299 Kingston Road Leatherhead Surrey KT22 7LU (hereinafter called the "Developer") of the third part and **BARCLAYS BANK PLC** (company registration number 1026167) of Barclays Loan Servicing Centre PO Box 299 Birmingham B1 3PF (hereinafter called " the Mortgagee") of the fourth part

1. Definitions

1.1. "the 1972 Act" shall mean the Local Government Act 1972

1.2. "the 1990 Act" shall mean the Town & Country Planning Act 1990

1.3. "the 1999 Act" shall mean the Contracts (Rights of Third Parties) Act 1999

1.4. "the 2011 Act" shall mean the Localism Act 2011

1.5. "the Land" shall mean the land at Bury Water Lane Newport 2 Hillside Bury Water Lane Newport CB11 and Ersanmine Bury Water Lane Newport CB11 3TZ shown on the Plan edged in red

1.6. "Care Home" shall mean a facility for person in need of residential care to be constructed in accordance with the Permission

1.7. "the Development" shall mean the development authorised by the Permission

1.8. "Extra Care Development" shall mean accommodation for persons over the age of 65 with flexible care provided to be constructed in accordance with the Permission

1.9. "Healthcare Contribution" shall mean the sum of twenty-five thousand three hundred and eighty pounds (£25,380) to mitigate the capital cost

to the NHS for the provision of additional healthcare services arising directly as a result of the Development Index Linked from the date of the resolution to grant Permission to the date of payment

1.10. "Implementation" shall mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the Permission PROVIDED ALWAYS for the purposes of this agreement Implementation shall exclude:

a. site survey
b. ecological survey
c. archaeological survey
d. remediation
e. erection of fences or hoardings

and Implement and Implemented shall mutatis mutandis be construed accordingly

1.11. "Implementation Date" shall mean the date specified by the Developer to UDC in a written notice served upon UDC as the date upon which the Development authorised by the Permission is to be commenced or if no such notice is served the date of Implementation

1.12. "Index" shall mean the Index of Retail Prices compiled and published by Her Majesty's Government from time to time

1.13. "Index Linked" shall mean that the sum shall be changed by an amount equal to the change in the Index from the date of the resolution to grant Permission to the date of payment

1.14. "Maintenance Schedule" shall mean a schedule for the maintenance repair and if necessary the renewal of the Sustainable Drainage Scheme sufficient to maintain the Sustainable Drainage Scheme for as long as the Development is Occupied

1.15. "Management Company" shall mean a company body or other entity responsible for the long-term management and maintenance of the Sustainable Drainage Scheme

1.16. "Monitoring Fee" shall mean a sum of money to reflect UDC planning officer time in monitoring compliance with this agreement by the Owners which will include but not be limited to:

- recording of payments
- proof of expenditure
- meetings
- all correspondence
- site visits
- data entry

1.17. "Occupation" shall mean occupation of a building constructed as part of the development of the Land for the purposes permitted by the Permission and shall not include day time occupation by workmen involved in the construction of the buildings the use of finished buildings for sales purposes for use as temporary offices or for the temporary storage of plant and material

1.18. "the Permission" shall mean the planning permission (a draft of which is annexed at Schedule 1) granted by UDC in respect of the Planning Application

1.19. "the Plan" shall mean the plan at Schedule 2

1.20. "the Planning Application" shall mean the application made by the Developer under reference number UTT/16/0459/OP for the redevelopment of land to the rear of Bury Water Lane with some matters reserved the detailed element to consist of engineering works to create a new means of vehicular access to the site involving the demolition of the property known as Ersanmine Bury Water Lane works within the front gardens of number 1 and 2 Hillside for visibility splay improvement and associated upgrade works at the junction with Bury Water Lane the outline element to consist of the development of a residential care home facility (up to 50 beds) together with extra care development (up to 90 units comprising of apartments and cottages) all within Use Class C2 associated communal facilities provision of vehicular and cycle parking together with all necessary internal roads and footpaths provision of open space and associated landscape works and ancillary works and structures

1.21. "Sustainable Drainage Scheme" shall mean all the works and constructions which are comprised in the surface water drainage system for the Development

2. Recitals

2.1. UDC is the District Planning Authority within the meaning of the 1990 Act for the District in which the Land is situated

2.2. The Owners are registered at HM Land Registry as proprietors of the Land with freehold title under the Title Number EX688653 and EX688651 as regards Iuvina Barba and EX650011 as regards West Whittle Properties Limited

2.3. The Mortgagee has a registered charge over Title Number EX688653 dated 26 July 2002

2.4. West Whittle Properties Limited and the Developer have made the Planning Application to UDC

2.5. UDC the Owners the Developer and the Mortgagee have agreed to enter into this agreement pursuant to the operative powers described in clause 3 for the purpose of regulating the Development and use of the Land

3. Enabling Powers and Obligations

3.1. This agreement is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 1 of the 2011 Act.

3.2. Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC

4. Obligations undertaken by the Owners the Developer and the Mortgagee

4.1. With the intent that the Land shall be subject to the obligations and restrictions contained in this agreement for the purpose of restricting or regulating the Development and use of the Land so that the provisions of this agreement shall be enforceable against the Owners the

Developer and (but only for so long as the Mortgagee is in possession of the Land) the Mortgagee and their successors in title the Owners the Developer and the Mortgagee hereby jointly and severally covenant with UDC to observe and comply with the obligations contained in Schedule 3

4.2. The liability of the Owners the Developer and the Mortgagee under this agreement shall cease once they have parted with their interest in the Land or any relevant part thereof (in which event the obligations of the Owners the Developer or the Mortgagee under this agreement shall cease only in relation to that part or those parts of the Land which is or are transferred by them) but not so as to release either party from liability for any breaches hereof arising prior to the transfer

5. Obligations Undertaken by UDC

UDC covenants with the Owners the Developer and the Mortgagee to observe and comply with the covenants in Schedule 4

6. Notice of Implementation

6.1. The Developer will give UDC not less than 28 days notice of its intention to implement the Permission specifying the intended Implementation Date

6.2. Forthwith upon Implementation the Developer will give UDC notice of Implementation

7. Provisos and Interpretation

7.1. No provision of this agreement shall be interpreted so as to affect contrary to law the rights powers duties and obligations of UDC in the exercise of any of its statutory functions or otherwise

7.2. If any provision of this agreement shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected

7.3. No waiver (whether express or implied) by UDC of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this agreement shall constitute a continuing waiver and no such waiver shall prevent UDC from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default

7.4. Any provision contained in this agreement requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed

7.5. The headings in this agreement do not affect its interpretation

7.6. Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this agreement

7.7. Unless the context otherwise so requires:

7.7.1. references to UDC the Owners the Developer and the Mortgagee include their permitted successors and assigns

7.7.2. references to statutory provisions include those statutory provisions as amended or re-enacted; and

7.7.3. references to any gender include both genders

8. <u>Agreements and Declarations</u>

8.1. The obligations contained in Schedule 3 shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedule 3) and in the event that the Planning Application is refused or the Permission not implemented and expires the obligations contained in Schedule 3 shall absolutely cease and determine without further obligation upon the Owners or the Developer or the Mortgagee or their successors in title

8.2. The obligations contained in Schedule 3 shall absolutely cease and determine without further obligation upon the Owners or the Developer or the Mortgagee or its successors in title if the Permission is revoked, quashed, is modified without the consent of the Owners and the

Developer and the Mortgagee expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission

8.3. Save as specifically provided in Schedule 3 nothing in this agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than one relating to the Development)

8.4. The obligations under this agreement shall not be enforceable against persons who purchase or take leases of any dwelling constructed in accordance with the Permission or their successors in title chargees mortgagees or receivers nor against any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function

8.5. This agreement constitutes a Local Land Charge and shall be registered as such provided that UDC will upon the happening of any of the eventualities referred to in clauses 8.1. and 8.2. above or upon the determination of this agreement howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this agreement

9. Exclusion of the 1999 Act

For the purposes of the 1999 Act it is agreed that nothing in this agreement shall confer on any third party any right to enforce or any benefit of any term of this agreement

10. Notices

10.1. Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this agreement as the address for the receiving party or such other address as shall from time to time be notified by a party to this agreement as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office

10.2. Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this agreement to be made which are addressed to UDC shall be addressed to the Assistant Director Planning and Building Control of that Council

11. Entire Agreement

This agreement the schedules and the documents annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements arrangements and understandings between the parties relating to that subject matter

12. Costs

Upon the execution of this agreement the Owners or the Developer will pay the reasonable costs of UDC in connection with the negotiation and preparation thereof

13. Monitoring Fee

Upon Implementation the Owners or the Developer will pay the Monitoring Fee of five thousand seven hundred and seventy-eight pounds (£5,778.00) to UDC

IN WITNESS WHEREOF the parties hereto have executed this agreement as a deed the day and year before written

THE COMMON SEAL OF
UTTLESFORD DISTRICT COUNCIL
was hereunto affixed in the presence of:

Authorised Signatory

SIGNED AS A DEED BY Iuvina Barba.
IUVINA BARBA
in the presence of:

Witness Signature

Witness Name DANIEL NEEDHAM

Witness Address 123 CLARE ROAD, BRAINTREE, ESSEX, CM7 2PQ

Witness Occupation PA to Director

SIGNED AS A DEED BY
WEST WHITTLE PROPERTIES LIMITED
acting by one director in the presence of:

Witness Signature

Witness Name DANIEL NEEDHAM

Witness Address 123 CLARE ROAD, BRAINTREE, ESSEX, CM7 2PQ

Witness Occupation PA to Director

SIGNED AS A DEED BY

RETIREMENT VILLAGES DEVELOPMENTS LIMITED

acting by one director in the presence of: x [signature]

Witness Signature x [signature]

Witness Name x KIRSTY FOTHERINGHAM

Witness Address x BRUNSWICK HOUSE, REGENT PARK
LEATHERHEAD, KT22 7LU

Witness Occupation x ACCOUNTANT

SIGNED AS A DEED BY

BARCLAYS BANK PLC

in the presence of:

Signed as a deed by

PHILLIP BROWN..... [signature]

As Attorney for and on behalf of Barclays Bank PLC in the presence of:

KAREN SUSAN HODGETTS

NAME

[signature]

SIGNATURE

Business Banking QRC	INITIALS	DATE
	[illegible]	1/1/93

009566 / 033508

By this POWER OF ATTORNEY made by deed on 27 September 2016, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London, E14 5HP (the "Company") APPOINTS:

Phillip Brown
HEAD OF COLLATERAL
Credit Product Operations
One Snowhill
Queensway
Birmingham
B4 6GN

I certify that this is a true and complete copy of the original for Barclays Bank PLC
Name: Michelle Gittos
Job Title: Team Leader
Date: 21st October 2016

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or

2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or

3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or

4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature,

relating to work done in the ordinary course of business of Credit Product Operations.

This Deed shall remain in force for twelve consecutive calendar months from the date of this Deed.

This Deed shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:

.....
Assistant Secretary
Authorised Sealing Officer

SCHEDULE 1

(The Permission)

UTTLESFORD DISTRICT COUNCIL

Council Offices, London Road, Saffron Walden, Essex CB11 4ER
Telephone (01799) 510510, Fax (01799) 510550
Textphone Users 18001
Email uconnect@uttlesford.gov.uk Website www.uttlesford.gov.uk

Mr I Warner
Tetlow King Planning
32 High Street
West Malling
Kent
ME19 6QR

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Application Number: UTT/16/0459/OP
Applicant: Mrs I Barba,West Whittle Properties Ltd & Retirement Villa

Uttlesford District Council **Grants Permission** for:

Outline planning application for the redevelopment of land to the rear of Bury Water Lane with some matters reserved. The detailed element to consist of engineering works to create a new means of vehicular access to the site involving the demolition of the property known as Ersanmine, Bury Water Lane; works within the front gardens of numbers 1 and 2 Hillside for visibility splay improvement; and associated upgrade works at the junction with Bury Water Lane. The outline element to consist of the development of a residential care home facility (up to 50 beds) together with an extra care development (up to 90 units comprising of apartments and cottages) all within Use Class C2; associated communal facilities; provision of vehicular and cycle parking together with all necessary internal roads and footpaths; provision of open space and associated landscape works; and ancillary works and structures.
Land At Bury Water Lane Bury Water Lane Newport Essex

The approved plans/documents are listed below:

Plan Reference/Version	Plan Type/Notes	Received
4490 PL14 REVISION A/Extra Care Apartments	Elevations (proposed)	17/02/2016
4490 PL15 REVISION A/Bungalows semi detached	Combined	17/02/2016
4490 PL16 A/Bungalows terrace link 3	Combined	17/02/2016
4490 PL17 A/Bungalows terrace link 4	Combined	17/02/2016
CARE SUPPORT STATEMENT	Other	17/02/2016
DESIGN AND ACCESS	Design and Access Statement	17/02/2016
FLOOD RISK ASSESSMENT	Other	17/02/2016
HABITAT SURVEY	Other	17/02/2016

REASON: To comply with the provisions of Article 3 of the Town and Country Planning (General Development Procedure) Order 1995 and Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2 (A) Application for approval of the Reserved Matters shall be made to the Local Planning Authority not later than the expiration of 3 years from the date of this permission.
(B)The development hereby permitted shall be begun no later than the expiration of 2 years from the date of approval of the last of the Reserved Matters to be approved.

REASON: To comply with the provisions of Article 3 of the Town and Country Planning (General Development Procedure) Order 1995 and Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.The development hereby permitted shall be begun before the expiration of 3 years from the date of this decision.

3 Prior to the erection of the development hereby approved samples of the materials to be used in the construction of the external surfaces of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

REASON: In the interests of the appearance of the development in accordance with Policy GEN2 and ENV1 of the Uttlesford Local Plan (adopted 2005).

4 The development hereby permitted shall be used for as a care home and extra care housing for no other purpose (including any other purpose in Class C2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

REASON: In the interests of the special circumstances surrounding the approval, highway safety, parking provision and educational contributions for school places in accordance with Policies GEN1, GEN2, and GEN8 of the Uttlesford Local Plan (adopted 2005) and ECC Parking Standards (adopted 2009).

5 No development, excluding demolition, but including site stripping and groundworks, shall take place until an assessment of the nature and extent of contamination has been submitted to and approved in writing by the Local Planning Authority. This assessment must be undertaken by a competent person, and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include:
(i) a survey of the extent, scale and nature of contamination;
(ii) an assessment of the potential risks to human health, [property (existing or proposed) including buildings, service lines and pipes, adjoining land, groundwaters and surface waters, and ecological systems;
(iii) an appraisal of remedial options, and proposal of the preferred option(s).
This must be conducted in accordance with DEFRA and the Environment Agency's "Model Procedures for the Management of Land Contamination, CLR11".

REASON: In the interests of safety, residential amenity and proper planning of the area, in accordance with Policies GEN2, GEN4 and ENV14 of the Uttlesford Local Plan (adopted 2005).

6 No development other than that required to be carried out as part of an approved scheme of remediation, shall take place until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health,

carriageway status as shown on Haswell Associates Ltd Drawing No. 1606-01 to include but not be limited to:
i. minimum 5.5 metre carriageway width with a minimum 1.8 metre wide footway to the northern side to tie in with the existing footway at the northern edge of Bury Water Lane to the east
ii. visibility splays shall be retained free of any obstruction in perpetuity
iii adoption of land within the front gardens of 1 & 2 Hillside for improved visibility splays at the junction of Bury Water Lane and Whiteditch Lane.

Details to be submitted to and approved in writing with the Local Planning Authority in consultation with the Highway Authority, prior to commencement of development. The approved scheme of works shall then be implemented in its entirety prior to commencement of any works on site.

REASON: In the interests of highway safety and providing adequate inter-visibility between the users of the access and the existing public highway for the safety and convenience of users of the highway and of the access in accordance with policy GEN1 of the Uttlesford Local Plan (adopted 2005).

11 Prior to occupation of the development, the provision of a bound surface footpath from Bury Water Lane to the footbridge over Wicken Water with appropriate dropped kerb crossings on both sides of Bury Water Lane. Details to be submitted to and approved in writing with the Local Planning Authority in consultation with the Highway Authority, prior to commencement of development.

REASON: In the interests of highway safety, efficiency and accessibility in accordance with policy GEN1 of the Uttlesford Local Plan (adopted 2005).

12 No development or preliminary groundworks can commence until a programme of archaeological trial trenching has been secured and undertaken in accordance with a written scheme of investigation which has been submitted to, and approved by the Local Planning Authority.

REASON: The Historic Environment Record and the Historic Environment Characterisation study indicate that the proposed development lies within a potentially sensitive area of heritage assets. No information has been submitted with the application with regard to the potential historic environment impacts of the proposed scheme. The proposed development lies just outside the suggested limits of the medieval town, however, there is documentary evidence of a castle being in the vicinity (EHER 234). Initially thought to be in the area of the school, however, excavations here have failed to identify any remains. As the site contains a number of greenhouses at present it is impractical to undertake evaluation before a planning decision has been made. Recent trial trenching to the west and north of the site identified limited prehistoric occupation (EHER 48597) It is recommended, therefore, that if given approval that prior to detailed matters being submitted a full archaeological programme is undertaken and a mitigation strategy submitted, in accordance with Policy ENV4 of the Uttlesford Local Plan (adopted 2005).

13 A mitigation strategy detailing the excavation/preservation strategy shall be submitted to the local planning authority following the completion of this work.

REASON: The Historic Environment Record and the Historic Environment Characterisation study indicate that the proposed development lies within a potentially sensitive area of heritage assets. No information has been submitted with the application with regard to the potential historic environment impacts of the proposed scheme. The

writing by the local planning authority. The scheme shall subsequently be implemented prior to occupation and should include but not be limited to:
o Discharge rates limited to the 1 in 1 year rate of 9.1l/s for all events up to the 1 in 100 plus climate change;
o Storage for the 1 in 100 plus climate change event, allowance for urban creep not appropriate;
o Demonstration of compliance with the pollution indices approach in the CIRIA Manual C753;

REASON: To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site. To ensure the effective operation of SuDS features over the lifetime of the development. To provide mitigation of any environmental harm which may be caused to the local water environment. In accordance with Policy GEN3 of the Uttlesford Local Plan (adopted 2005).

17 No works shall take place until a scheme to minimise the risk of offsite 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 thereafter be implemented in accordance with the approved details.

REASON: 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 dewatering takes place to allow for construction to take place below groundwater level, this will cause additional water to be discharged. Furthermore the removal of topsoils during construction may limit the ability of the site to intercept rainfall and may lead to increased runoff 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 commencement of the development. In accordance with Policy GEN3 of the Uttlesford Local Plan (adopted 2005).

18 No development , excluding demolition, shall take place until an Ecological Design Strategy (EDS) addressing ecological mitigation, compensation and enhancement has been submitted to and approved in writing by the Local Planning Authority.

The EDS shall pull together the conclusions and recommendations of the Phase 1 / Bat and Reptile Report (Adonis Ecology, May 2015) include shall the following:
a) Purpose and conservation objectives for the proposed works;
b) Review of site potential and constraints;
c) Detailed design(s) and/or working method(s) to achieve stated objectives;
d) Extent and location/area of proposed works on appropriate scale maps and plans;
e) Type and source of materials to be used where appropriate, e.g. native species of local provenance;
f) Timetable for implementation demonstrating that works are aligned with the proposed phasing of development;
g) Persons responsible for implementing the works;
h) Details of initial aftercare and long-term maintenance;
i) Details for monitoring and remedial measures;
j) Details for disposal of any wastes arising from works;

The EDS shall be implemented in accordance with the approved details and all features shall be retained in that manner thereafter. It shall include details of the legal and funding mechanism(s) by which long-term implementation will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the EDS are not

first submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved.

REASON: To avoid endangering the safe movement of aircraft and the operation of Stansted Airport through the attraction of Birds and an increase in the bird hazard risk of the application site, in accordance with GEN2 of the Uttlefsord Local Plan (adopted 2005). For further information please refer to Advice Note 6 'Potential Bird Hazards from Sustainable Urban Drainage Schemes (SUDS)'.

24 Development shall not commence until a Bird Hazard Management Plan has been submitted to and approved in writing by the Local Planning Authority. The submitted plan shall include details of:

monitoring of any standing water within the site temporary or permanent
sustainable urban drainage schemes (SUDS) - Such schemes shall comply with Advice Note 6 'Potential Bird Hazards from Sustainable Urban Drainage schemes (SUDS) (available at www.aoa.org.uk/operations-safety).
management of any flat/shallow pitched/green roofs on buildings within the site which may be attractive to nesting and roosting birds. The management plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design' (available at www.aoa.org.uk/operations-safety)
reinstatement of grass areas
maintenance of planted and landscaped areas, particularly in terms of height and species of plants that are allowed to grow

The Bird Hazard Management Plan shall be implemented as approved on completion of the development and shall remain in force in perpetuity. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.

REASON: It is necessary to manage the development in order to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of Stansted Airport, In accordance with GEN2 of the Uttlesford Local Plan (adopted 2005).

In determining this application, the Local Planning Authority had regard to the following Development Plan Policies:

S7 - The Countryside
GEN1 - Access
GEN2 - Design
GEN4 - Good Neighbours
GEN5 - Light Pollution
GEN7 - Nature Conservation
GEN8 - Vehicle Parking Standards
ENV5 - Protection of agricultural land
ENV12 - Groundwater protection
ENV14 - Contaminated land
ENV15 - Renewable Energy
H1 - Housing development
H3 - Infilling with new houses
H10 - Housing Mix
Uttlesford Local Parking Standards
ECP - ECC Parking Standards (Design & Good Practice)September 2009
SPD2 - Accessible homes and playspace

the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder application) of the date of this notice, whichever period expires earlier.
* The Inspectorate will publish details of your appeal on the internet. Please only provide information, including personal information belonging to you that you are happy will be made available to others in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so.
* Appeals must be made using a form available from the Planning Inspectorate Customer Support Team 0303 444 50 00 or to submit electronically at https://www.gov.uk/appeal-planning-inspectorate.
* If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
* Working in close proximity to live overhead lines:
The law requires that work may be carried out in close proximity to electricity overhead lines (usually recognised by a yellow and black "Danger of Death" label on the pole or pylon although this may be missing or have been vandalised) only when there is no alternative and only when the risks are acceptable and can be properly controlled. Further information can be viewed at http://www.ukpowernetworks.co.uk/internet/en/help-and-advice/help-sheets/ then click on "Keeping Safe" then "Working safely near power lines" UK Power Networks will also visit sites and provide safety advice with regard to work near electricity overhead lines and a statement of clearances to the overhead lines. A call to UK Power Networks general enquiries line on 0845 601 4516 will be required to request a visit. Lines open Monday to Friday 9.00am to 5.00pm.

2 All works affecting the highway to be carried out by prior arrangement with, and to the requirements and satisfaction of, the Highway Authority and application for the necessary works should be made to the Essex County Council on 0845 603 7631

3 Essex guidance "Land Affected by Contamination: Technical Guidance for Applicants and Developers 3rd edition", is available on the UDC website.

4 Developers are referred to the Uttlesford District Code of Development Practice. To avoid/minimise the impact upon the amenity of adjoining residents; developers are advised to follow the General Principle, and advice contained therein.

5 Should any legally protected species or evidence of legally protected species be found prior to or during the development, all works must stop immediately and an ecological consultant or the Council's ecologists contacted for further advice before works can proceed. All contractors working on site should be made aware of the advice and provided with the contact details of a relevant ecological consultant.

SCHEDULE 2

(The Plan)

BARCLAYS BANK PLC
BUSINESS LENDING SERVICES
PO BOX 16276
BIRMINGHAM
B2 2XE

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Revision	Date	Description	Drawn
Rev A	15.02.2016	Added blue boundary to site.	JT
Rev B	15.02.2016	Added blue boundary to South of site.	JT

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Client
RETIREMENT VILLAGES

Project
PROPOSED DEVELOPMENT AT BURY WATER LANE, NEWPORT, SAFFRON WALDEN

Drawing
SITE LOCATION PLAN

Scale	Date	Drawn	Checked
1:1250 @ A4	03.11.2015	JT	PSL

Job No.	Dwg No.	Revision	Status
4490	LP01	B	PLANNING

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SCHEDULE 3

(Obligations entered into with UDC)

Part 1

Healthcare Contribution

1. Prior to Implementation the Owners shall pay the Healthcare Contribution to UDC
2. The Owners shall not Implement prior to paying the Healthcare Contribution to UDC

Part 2

Sustainable Drainage Scheme

3. Prior to Implementation the Owners shall submit in writing to UDC a Maintenance Schedule which shall be agreed in writing with UDC
4. The Owners shall set up a Management Company and the details of the arrangements with the Management Company are to be agreed in writing with UDC all before the Occupation of any dwelling in the Extra Care Development or unit in the Care Home constructed in accordance with the Permission
5. Prior to the Occupation of the last dwelling in the Extra Care Development the Owners shall transfer the Sustainable Drainage System to the Management Company and the Management Company shall maintain the Sustainable Drainage System in accordance with the Maintenance Plan for as long as at least one dwelling in the Extra Care Development or one unit in the Care Home is Occupied
6. For five (5) years beginning with the date the Sustainable Drainage Scheme is transferred to the Management Company maintenance records shall be submitted to UDC at the end of each twelve month period

SCHEDULE 4

(Obligations Entered into by UDC)

To use or ensure the use of the Healthcare Contribution for the purposes set out in clause 1.9. and if after the tenth (10th) anniversary of the payment of the Healthcare Contribution but no later than one (1) year thereafter there remains any sum unused for the said purposes the Owners or the party who made the payment may make a request in writing for the repayment of the unused sum together with all interest accrued on that sum and this unused sum and any interest accrued shall be repaid by UDC to the Owners or the party who made the payment within 21 days of making the request PROVIDED THAT where at the said anniversary any legally binding contract has been entered into in respect of the said purposes the date for calculation of and repayment of any unexpended part of the Healthcare Contribution (together with interest as provided herein) shall be deemed to be extended until such time as final payment is made under such contract or contracts