

**DATED**

**2022**

**(1) THE HONOURABLE JOHN FREDERICK STRUTT**

**(2) LONGFIELD SOLAR ENERGY FARM LIMITED**

**(3) CHELMSFORD CITY COUNCIL**

**(4) BRAINTREE DISTRICT COUNCIL**

**(5) ESSEX COUNTY COUNCIL**

---

---

**DEED OF DEVELOPMENT CONSENT OBLIGATIONS AND  
OTHER COVENANTS**

**pursuant to Section 106 of the Town and Country  
Planning Act 1990 (as amended), Section 111 of the  
Local Government Act 1972  
and all other powers enabling  
relating to the  
Longfield Solar Farm Project in the District Council  
administrative areas of Chelmsford and Braintree**

---



**Pinsent Masons**

## CONTENTS

	<b>Page</b>	
1	DEFINITIONS AND INTERPRETATION	2
2	LEGAL EFFECT	4
3	CONDITIONALITY	5
4	DEVELOPER'S OBLIGATIONS	6
5	THE LOCAL AUTHORITIES' OBLIGATIONS	6
6	REGISTRATION AS LOCAL LAND CHARGE	6
7	RELEASE AND ASSIGNMENT	6
8	FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS	6
9	EXPIRY	7
10	CERTIFICATES OF COMPLIANCE	7
11	NOTICES	7
12	APPROVALS	7
13	THE LOCAL AUTHORITIES' POWERS	8
14	INTEREST	8
15	GOOD FAITH	8
16	RIGHTS OF THIRD PARTIES	8
17	JURISDICTION	8
18	COUNTERPARTS	8
19	COSTS	8
20	DISPUTE RESOLUTION	8
	SCHEDULE 1 – SKILLS, SUPPLY CHAIN AND EMPLOYMENT	10
	SCHEDULE 2 – COMMUNITY BENEFIT FUND	12
	SCHEDULE 3 – DISCHARGE OF REQUIREMENTS	15
	APPENDIX 1 - PLAN	

**BETWEEN:**

- (1) **THE HONOURABLE JOHN FREDERICK STRUTT** of Terling Place, Terling, Chelmsford CM3 2QW (the "**Freehold Owner**");
- (2) **LONGFIELD SOLAR ENERGY FARM LIMITED** whose registered office is at Alexander House, 1 Mandarin Road, Rainton Bridge Business Park, Houghton Le Spring, Sunderland, DH4 5RA (company number 11618210) (the "**Developer**");
- (3) **CHELMSFORD CITY COUNCIL** of Civic Centre, Duke Street, Chelmsford, Essex, CM1 1JE ("**CCC**");
- (4) **BRAINTREE DISTRICT COUNCIL** of Causeway House, Bocking End, Braintree, CM7 9HB ("**BDC**"); and
- (5) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, CM1 1QH ("**ECC**").

**WHEREAS:**

- (A) BDC and CCC are the local planning authorities for the area in which the Site is situated and are the enforcing authorities (with respect to their own administrative areas) for the purposes of section 106 of the 1990 Act.
- (B) ECC is the County Council for the area in which the Site is situated.
- (C) The Freehold Owner is the freehold owner of the Site registered at the Land Registry under title numbers AA16137 and AA21323 and has agreed to enter into this Deed in order that the Site is bound by the obligations and covenants herein.
- (D) On 28 February 2022 the Developer submitted the Application to the Secretary of State for development consent to construct, operate and decommission the Project. The Application was accepted for examination by the Secretary of State on 28 March 2022.
- (E) It is intended that the Developer will be the undertaker for the purposes of the Development Consent Order and the Developer intends to construct, operate and decommission the Project as authorised by the Development Consent Order (excluding those parts of the Project that will be constructed and operated by National Grid Electricity Transmission plc and UK Power Networks Limited).
- (F) The Local Authorities and the Developer have agreed to enter into this Deed as (with respect to the obligations in Schedule 1 to this Deed only) a development consent obligation under the 1990 Act in order to secure the planning obligations contained in Schedule 1 to this Deed which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.
- (G) The Local Authorities and the Developer have also agreed to enter into this Deed as (with respect to the covenants in Schedules 2 and 3 to this Deed only) covenants under section 111 of the 1972 Act, which covenants are provided voluntarily by the Developer which are not required to mitigate the impacts of the Project nor make the Project acceptable in planning terms.

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Where in this Deed the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"**1972 Act**" means the Local Government Act 1972

"**1990 Act**" means the Town and Country Planning Act 1990

<b>"Application"</b>	means the application for a development consent order under section 37 of the Planning Act 2008 in relation to the Project and submitted to the Secretary of State on 28 February 2022 and given reference number EN010118
<b>"Commence"</b>	has the same meaning as in Article 2 of the Development Consent Order and the words " <b>Commencement</b> " and " <b>Commenced</b> " and cognate expressions are to be construed accordingly
<b>"Date of Commencement"</b>	<b>of</b> means the date of Commencement of works pursuant to the Development Consent Order
<b>"Date of Decommissioning"</b>	<b>of</b> means the date on which the Developer commences the decommissioning of the Project in accordance with the Decommissioning Environmental Management Plan approved under requirement 20 of the Development Consent Order
<b>"Date of Final Commissioning"</b>	has the same meaning as in Article 2 of the Development Consent Order
<b>"Date of Final Decommissioning"</b>	means the date on which the Developer completes the decommissioning of the Project in accordance with the Decommissioning Environmental Management Plan approved under requirement 20 of the Development Consent Order
<b>"Deed"</b>	means this deed made under section 106 of the 1990 Act, section 111 of the 1972 Act and all other powers enabling
<b>"Development Consent Order"</b>	means the development consent order to be made pursuant to the Application
<b>"Expert"</b>	means the expert appointed by any of the Parties pursuant to Clause 20
<b>"Interest Rate"</b>	means 2% above the Bank of England base rate applicable at the date the relevant payment is due
<b>"Local Authorities"</b>	means BDC, CCC and ECC and their successors in function
<b>"Notice"</b>	means the written notification given by any Party to the other Parties of their intention to refer to the Expert any dispute arising between the Parties in respect of any matter contained in this Deed, such notice to specify the matters set out in Clause 20
<b>"Parties"</b>	means BDC, CCC, ECC, the Developer and the Freehold Owner and " <b>Party</b> " means any one of them as the context so requires
<b>"Plan"</b>	means the plan attached to this Deed at Appendix 1 showing the Site
<b>"Project"</b>	means the "authorised development" as defined in Article 2 and Schedule 1 of, and to be authorised by, the Development Consent Order part of which is to be located on the Site
<b>"Secretary of State"</b>	means the Secretary of State for Business, Energy and Industrial Strategy or such other Secretary of State of Her Majesty's Government that has the responsibility for determining projects relating to energy development
<b>"Site"</b>	means the land north east of Chelmsford and north of the A12 between Boreham and Hatfield Peverel on which part of the Project is situated and shown edged red on the Plan

**“Working Day”** means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business

1.2 In this Deed, unless stated otherwise:

- 1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- 1.2.2 words importing persons include firms, companies, corporations, and vice versa;
- 1.2.3 references to the Local Authorities include the successors to their statutory function as local planning authorities;
- 1.2.4 references to the Freehold Owner include references to its successors in title and persons deriving title from it (except where the contrary is expressly provided) and permitted assigns;
- 1.2.5 references to clauses, paragraphs and Schedules are unless otherwise stated references to the relevant clauses and paragraphs of and Schedules to this Deed;
- 1.2.6 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.7 references in this Deed to statutes, by-laws, regulations, orders and delegated legislation shall include any statute, by-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
- 1.2.8 if any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.9 the recitals and headings in this Deed are for ease of reference only and shall not affect its construction or otherwise have any binding legal effect;
- 1.2.10 in the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail;
- 1.2.11 references to “notice” shall mean notice in writing;
- 1.2.12 references to “including” shall mean including without limitation; and
- 1.2.13 the Interpretation Act 1978 shall apply to this Deed.

## 2. **LEGAL EFFECT**

2.1 This Deed is made pursuant to:

- 2.1.1 section 106 of the 1990 Act; and
- 2.1.2 section 111 of the 1972 Act, section 1 of the Localism Act and all other powers so enabling.

2.2 The obligations, covenants and undertakings on the part of the Developer in Schedule 1 of this Deed are development consent obligations pursuant to and for the purposes of the power referred to in

clause 2.1.1 and so as to bind the Site and, subject to Clause 7, the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable by the Local Authorities not only against the Developer and the Freehold Owner but also any successors in title to or assigns of the Freehold Owner as if that person had been an original covenanting party and insofar as any such obligations, covenants and undertakings not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of the powers referred to in clause 2.1.2 with the intent that they shall be enforceable under contract.

2.3 The obligations, covenants and undertakings on the part of the Developer in Schedules 2 and 3 of this Deed are entered into as obligations, covenants and undertakings in pursuance of the powers referred to in clause 2.1.2 with the intent that they shall be enforceable under contract.

2.4 It is hereby agreed that the Developer and the Freehold Owner enter into this Deed with the effect of binding the Site.

### 3. **CONDITIONALITY**

3.1 Subject to clause 3.2, the Parties agree that:

3.1.1 Clauses 1, 2, 3, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 18, 19 and 20 shall have operative effect upon the date of this Deed; and

3.1.2 Clauses 4, 5 and 10 shall not have operative effect unless and until the Development Consent Order has come into force.

3.2 Where the Development Consent Order becomes the subject of any judicial review proceedings:

3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Project has been Commenced; and

3.2.2 if following the final determination of such proceedings the Development Consent Order is capable of being Commenced, then this Deed will take effect in accordance with its terms.

3.3 Wherever in this Deed reference is made to the final determination of judicial review proceedings (or cognate expressions are used) the following provisions will apply:

3.3.1 proceedings by way of judicial review are finally determined:

(a) when permission to bring a claim for judicial review has been refused and no further application may be made;

(b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

(c) when any appeal is finally determined and no further appeal may be made.

#### 4. **DEVELOPER'S OBLIGATIONS**

- 4.1 The Developer covenants with BDC to observe and perform the obligations, undertakings, covenants and agreements in the Schedules.
- 4.2 The Developer covenants with CCC to observe and perform the obligations, undertakings, covenants and agreements in the Schedules.
- 4.3 The Developer covenants with ECC to observe and perform the obligations, undertakings, covenants and agreements in the Schedules.

#### 5. **THE LOCAL AUTHORITIES' OBLIGATIONS**

- 5.1 BDC covenants with the Developer to observe and perform the covenants and obligations on their part contained in the Schedules.
- 5.2 CCC covenants with the Developer to observe and perform the covenants and obligations on their part contained in the Schedules.
- 5.3 ECC covenants with the Developer to observe and perform the covenants and obligations on their part contained in the Schedules.

#### 6. **REGISTRATION AS LOCAL LAND CHARGE**

- 6.1 This Deed shall be registered by the Local Authorities as a local land charge in the register of local land charges pursuant to the Local Land Charges Act 1975.
- 6.2 The Local Authorities must remove this Deed from the register of local land charges upon the Date of Decommissioning, unless already removed pursuant to clause 9.1.

#### 7. **RELEASE AND ASSIGNMENT**

- 7.1 No person shall be liable for any breach of the development consent obligations or other provisions of this Deed after it shall have parted with its interest in the Site or the relevant part thereof but without prejudice to any rights of the Local Authorities or either of them in respect of any antecedent breach of those obligations.

- 7.2 In the event that:

- 7.2.1 any person other than the Developer is appointed as an "undertaker" (as defined in the Development Consent Order) for the purposes of the Development Consent Order (excluding those parts of the Project that will be constructed and operated by National Grid Electricity Transmission plc and UK Power Networks Limited); or
- 7.2.2 powers of the "undertaker" under the Development Consent Order are devolved to any other person in connection with the Project (excluding those parts of the Project that will be constructed and operated by National Grid Electricity Transmission plc and UK Power Networks Limited),

and the provisions of this Deed are not otherwise made directly enforceable against any such person (the "**Transferee**"), the Developer will without delay require the Transferee to enter into a deed in favour of the Local Authorities that the Transferee shall observe and perform such of the covenants and obligations on the Developer under this Deed as relate to the exercise of the powers which have been transferred as though the Transferee had been an original party to this Deed.

#### 8. **FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS**

- 8.1 Nothing in this Deed shall be construed as prohibiting or limiting the rights of the Developer or the Freehold Owner to use or develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful use, planning permission, development consent order or other statutory

authority granted either before or after the date of this Deed, other than the Development Consent Order.

**9. EXPIRY**

9.1 If the Development Consent Order expires or is quashed or revoked prior to Commencement then this Deed shall immediately determine and cease to have effect and the Local Authorities shall cancel all entries made in their register of local land charges in respect of this Deed.

**10. CERTIFICATES OF COMPLIANCE**

10.1 The Local Authorities shall upon written request certify compliance with the development consent obligations in this Deed.

**11. NOTICES**

11.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be sent to the address and marked for the attention of the persons identified below or instead to such other persons as may be substituted for them from time to time.

11.2 Any such notice must be delivered by hand or by pre-paid special delivery post (unless the receiving party agrees to receive the notice electronically) and shall conclusively be deemed to have been received:

11.2.1 if delivered by hand, on the next Working Day after the day of delivery; and

11.2.2 if sent by special delivery post and posted within the United Kingdom, on the day 2 Working Days after the date of posting.

11.3 A notice or communication shall be served or given:

11.3.1 on BDC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of [TBC];

11.3.2 on CCC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of [TBC];

11.3.3 on ECC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of [TBC];

11.3.4 on the Freehold Owner at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of [TBC].

11.3.5 on the Developer at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of [TBC].

**12. APPROVALS**

12.1 Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.



13. **THE LOCAL AUTHORITIES' POWERS**

13.1 Nothing in this Deed shall fetter the statutory rights, powers or duties of the Local Authorities as local planning authorities or as highway authorities as the case may be.

14. **INTEREST**

14.1 Where any obligation in this Deed is expressed to require the Developer to pay any sum of money, interest at the Interest Rate **TBC** shall be payable in addition to the sum of money itself calculated from the due date to the date on which the sum of money is actually paid.

15. **GOOD FAITH**

15.1 The Parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

16. **RIGHTS OF THIRD PARTIES**

16.1 It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

17. **JURISDICTION**

17.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

17.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

18. **COUNTERPARTS**

18.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

19. **COSTS**

19.1 The Developer shall pay on completion of this Deed the reasonable legal and planning costs of the Local Authorities incurred in the preparation, negotiation and execution of this Deed.

20. **DISPUTE RESOLUTION**

20.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Deed the same may be referred to the Expert by any Party serving the other Parties with a Notice.

20.2 The Notice must specify:

20.2.1 the nature, basis and brief description of the dispute;

20.2.2 the clause of this Deed or paragraph of a Schedule of this Deed to which the dispute has arisen; and

20.2.3 the proposed Expert.

20.3 The Expert shall be an independent person possessing expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within twenty (20) Working Days after the date of the Notice then any Party may request:

- 20.3.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Deed, the Chairman of the Bar Council to nominate the Expert;
- 20.3.2 if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Deed, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
- 20.3.3 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert; or
- 20.3.4 in all other cases, the President of the Law Society to nominate the Expert.
- 20.4 The Expert shall act as an expert and not as an arbitrator and whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the Parties to the dispute in equal shares.
- 20.5 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) subject to an express requirement that he reaches his decision and communicates it to the Parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act.
- 20.6 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to him within twenty (20) Working Days from the date of his appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further ten (10) Working Days in respect of any such submission and material.
- 20.7 In the absence of manifest error the Expert's decision shall be binding on the Parties.

## SCHEDULE 1

### 1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“**Local Area**” means the administrative areas of BDC and CCC;

“**Local Companies**” means companies within the Local Area;

“**Skills and Education Contribution**” means the sum of [£x] payable by the Developer to ECC in accordance with paragraph 3.1 for the purpose of increasing opportunities in the Local Area for individuals in the renewable and sustainable development sector, which may include the provision of training and apprenticeships; and

“**Skills, Supply Chain and Employment Plan**” means a plan which must contain the following:

(a) details of the work areas required for the construction and operation of the Project and how they are to be advertised to maximise opportunities for Local Companies;

(b) details of those elements of the supply chain required for the construction and operation of the Project and which provide opportunities for Local Companies and how those opportunities are to be advertised so as to maximise opportunities for Local Companies;

(c) details of how the Developer and its contractors are to advertise the construction and operation jobs available so as to maximise the opportunities for those in the Local Area;

(d) details of any training the Developer and its contractors may offer from time to time in order to up-skill individuals from the Local Area in the construction and/or operation of a renewable energy scheme; and

(e) details of the monitoring of the performance of the Skills, Supply Chain and Employment Plan and the submission of such monitoring to the Local Authorities. Such monitoring to include, where relevant, any recommendations for how the Skills, Supply Chain and Employment Plan can be improved.

### 2. SKILLS, SUPPLY CHAIN AND EMPLOYMENT PLAN

2.1 The Developer covenants to submit to the Local Authorities for approval the Skills, Supply Chain and Employment Plan prior to Commencement of the Project.

2.2 The Developer must not Commence the Project until the Skills, Supply Chain and Employment Plan has been approved by the Local Authorities and the Developer must thereafter carry out the approved

Skills, Supply Chain and Employment Plan from the Commencement of the Project until the Date of Decommissioning.

- 2.3 The Developer and the Local Authorities agree that contracts for any works conducted by National Grid Electricity Transmission plc and UK Power Networks Limited will not be included within the Skills, Supply Chain and Employment Plan.
- 2.4 The Developer and the Local Authorities shall work together to establish and implement the initiatives set out within the Skills, Supply Chain and Employment Plan.
- 2.5 The Developer covenants to use reasonable endeavours to work with the stakeholders identified to it by the Local Authorities to implement the Skills, Supply Chain and Employment Plan.
- 2.6 The Developer shall use reasonable endeavours to procure that the contractors engaged in the construction and operation of the Project assist in the implementation of the Skills, Supply Chain and Employment Plan.
- 2.7 For the avoidance of doubt, the Skills, Supply Chain and Employment Plan shall not require the Developer or any contractors, to award any contract for the construction and operation of the Project to any specific company.

### 3. **SKILLS AND EDUCATION CONTRIBUTION**

3.1 The Developer shall pay the Skills and Education Contribution to ECC in the following instalments:

3.1.1 [£x] on or before Commencement; and

3.1.2 [£x] annually on each anniversary of the Date of Commencement occurring until the Date of Decommissioning,

subject to the total amount payable pursuant to this paragraph 3.1 not exceeding [£x], such amounts are to be applied by ECC to increase opportunities in the Local Area for individuals in the renewable and sustainable development sector, which may include the provision of training and apprenticeships.

3.2 If any part of the Skills and Education Contribution remains unspent as at the Date of Decommissioning, ECC must repay any unspent monies to the Developer or its nominee, unless otherwise agreed in writing by the Developer and ECC.

## SCHEDULE 2

### COMMUNITY BENEFIT FUND

#### 4. DEFINITIONS AND INTERPRETATION

4.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

**“Administration Agreement”** means a deed to be entered into between the Developer and the [Essex Community Foundation] providing for:

- (i) The payment of some or all of the Community Benefit Fund; and
- (ii) The administration and application of the Community Benefit Fund by the [Essex Community Foundation],

for the purpose of delivering broader benefits from the Project for communities living in the Area of Benefit;

**“Area of Benefit”** means the geographical areas within the administrative boundaries of Braintree District Council and Chelmsford City Council;

**“Community Benefit Fund”** means a fund in the sum of [£x] to be paid by the Developer in accordance with paragraph 7;

**“Essex Community Foundation”** means the registered charity of that name whose registered charity number is 1052061 and whose company number is 03062567;]

**“Panel”** means a decision-making body established by the Administration Agreement to administer the Community Benefit Fund; and

**“Trust Documents”** means the trust deed and any other documentation required to be entered into in the event that the Developer, pursuant to paragraphs 7.6 to 7.9, ceases to pay the Community Benefit Fund to the [Essex Community Foundation] in order to establish a charitable trust for the purpose of delivering broader benefits from the Project for communities living in the Area of Benefit.

#### 5. COMMUNITY BENEFIT FUND

5.1 The Community Benefit Fund shall be for the purpose of delivering broader benefits from the Project for communities living in the Area of Benefit.

5.2 On or before Commencement the Developer shall enter into an Administration Agreement and any other documentation required with the [Essex Community Foundation] to provide for the payment and administration of the Community Benefit Fund pursuant to paragraph 7.3.

5.3 Subject to the following paragraphs of this Schedule, the Developer shall pay the Community Benefit Fund to the [Essex Community Foundation] in the following instalments:

5.3.1 [£x] on or before Commencement; and

5.3.2 [£x] annually on each anniversary of the Date of Commencement occurring until the Date of Final Decommissioning,

subject to the total amount payable pursuant to this paragraph 7.3 not exceeding [£x], such amounts are to be applied by the [Essex Community Foundation] in accordance with the terms of the relevant Administration Agreement for the purpose of delivering broader benefits from the Project for communities living in the Area of Benefit.

- 5.4 The Developer shall ensure that the Administration Agreement entered into pursuant to paragraph 7.2 provides as follows:
- 5.4.1 The Panel shall agree its terms of reference for its administration of the Community Benefit Fund within 3 months of the Date of Commencement;
  - 5.4.2 The Panel shall comprise no more than 8 members, with three of those members being one representative from each of BDC, CCC and ECC, one member being a representative of the Developer, one member being an [Essex Community Foundation] representative, and three members being representatives of the general public;
  - 5.4.3 All members of the Panel, other than the representative of the [Essex Community Foundation], shall have voting rights;
  - 5.4.4 The Panel members who are representatives of the general public shall serve for two years, with the potential for a third year to be reviewed and agreed in respect of each such member jointly by the members of the Panel representing the Developer, BDC, CCC, ECC and the [Essex Community Foundation];
  - 5.4.5 The Community Benefit Fund may not be applied for any purpose outside the charitable objectives of the [Essex Community Foundation] and the [Essex Community Foundation] shall consult the Panel before changing its charitable objectives to ensure that the purposes of the Community Benefit Fund are not thereby prejudiced; and
  - 5.4.6 The Developer shall pay an administrative fee (over and above the Community Benefit Fund) to [Essex Community Foundation] as a contribution towards the operational costs of administering and applying the Community Benefit Fund.
- 5.5 On the fifth anniversary of the Date of Commencement, the Developer may review the [Essex Community Foundation's] administration and application of the Community Benefit Fund. In undertaking this review the Developer shall consult with BDC and CCC and take into account their reasonable representations.
- 5.6 Paragraph 7.7 shall apply if, following a review carried out by the Developer pursuant to paragraph 7.5, the Developer in its absolute discretion determines that it no longer wishes the Community Benefit Fund to be administered and applied by the [Essex Community Foundation] and serves notice on the [Essex Community Foundation] to that effect.
- 5.7 Where this paragraph 7.7 applies, the Developer shall, following the service of a notice on the [Essex Community Foundation] in accordance with paragraph 7.6:
- 5.7.1 Thereafter cease to make payments to the [Essex Community Foundation] pursuant to paragraph 7.3;
  - 5.7.2 Not renew or enter into any new Administration Agreement with the [Essex Community Foundation];
  - 5.7.3 As soon as reasonably practicable and no later than six months following service of the notice in accordance with paragraph 7.6, complete the Trust Documents to establish a new trust to administer and apply the remainder of the Community Benefit Fund for the purpose of delivering broader benefits from the Project for communities living in the Area of Benefit; and
  - 5.7.4 Following establishment of a trust by the Developer pursuant to paragraph 7.7.3:
    - (a) Pay the remainder of the Community Benefit Fund to the trustees of that trust in accordance with paragraph 7.8; and

- (b) Unless otherwise agreed between the parties, procure that any unallocated monies previously paid to the [Essex Community Foundation] pursuant to paragraph 7.3 shall be transferred to the trustees of that trust.

5.8 Where paragraph 7.7 applies, the Developer shall pay the remainder of the Community Benefit Fund into the trust established pursuant to paragraph 7.7.3 in the following instalments:

5.8.1 [£x] annually on each anniversary of the Date of Commencement Date, beginning on the first such anniversary occurring after the last payment made by the Developer pursuant to paragraph 7.3, until the Date of Final Decommissioning,

subject to the total amount payable pursuant to paragraph 7.3 and this paragraph 7.8 not exceeding [£x], such amounts are to be applied by the trustees of that trust in accordance with the Trust Documents for the purpose of delivering broader benefits from the Project for communities living in the Area of Benefit.

5.9 If, after using reasonable endeavours, the Developer is unable to enter into an Administration Agreement with the [Essex Community Foundation] pursuant to paragraph 7.2, the Developer shall establish a new trust to administer and apply the Community Benefit Fund for the purpose of delivering broader benefits from the Project for communities living in the Area of Benefit and all references to the [Essex Community Foundation] in this Schedule 2 shall be deemed to be references to such new trust.

5.10 The maximum liability of the Developer pursuant to this Schedule 2 is [£x].

DRAFT

## SCHEDULE 3

### DISCHARGE OF REQUIREMENTS

1. The Developer, BDC, CCC and ECC are committed to working collaboratively with respect to the discharge of the requirements contained in Schedule 2 of the Development Consent Order (“**Requirements**”).
2. Ahead of the Developer starting to submit applications for the discharge of Requirements to BDC or CCC, the Developer, BDC, CCC and ECC shall use reasonable endeavours agree a resourcing strategy.
3. The Developer, BDC, CCC and ECC agree that the purpose of the resourcing strategy to be entered into pursuant to paragraph 2 is to ensure the discharge of Requirements for the Project is appropriately resourced by BDC, CCC and ECC, and that it is intended to:
  - 3.1 Provide for a sum of money to be made available by the Developer for BDC’s, CCC’s and ECC’s reasonably incurred costs of discharging the Requirements for the Project;
  - 3.2 Identify relevant personnel from BDC, CCC and ECC who are available to work on the discharge of Requirements for the Project; and
  - 3.3 Set out agreement on hourly rates to be charged for work undertaken by BDC, CCC and ECC personnel in connection with the discharge of Requirements, and any invoicing, payment and recording requirements of the parties.

DRAFT



**EXECUTED** as a Deed (but not delivered until dated) )  
by affixing )  
the Common Seal of )  
**CHELMSFORD CITY COUNCIL**  
in the presence of:-

Authorised Signatory

**EXECUTED** as a Deed (but not delivered until dated) )  
by affixing )  
the Common Seal of )  
**BRAINTREE DISTRICT COUNCIL**  
in the presence of:-

Authorised Signatory

**EXECUTED** as a Deed (but not delivered until dated) )  
by affixing )  
the Common Seal of )  
**ESSEX COUNTY COUNCIL**  
in the presence of:-

Authorised Signatory

Executed as a Deed by **THE HONOURABLE JOHN FREDERICK STRUTT** .....  
Signature

Executed as a Deed by **LONGFIELD SOLAR ENERGY FARM LIMITED** .....  
acting by two directors Signature of Director

.....  
Full Name (Director) Signature of Director/Secretary

.....  
Full Name (Director/Secretary)

**APPENDIX 1**

**PLAN**

DRAFT