

Indaver Rivenhall IWMF DCO

Planning Act 2008

Infrastructure Planning (Applications: Prescribed Forms and Procedure)

Regulations 2009

**Examination Documents [PINS Ref:  
EN0101038]**

# **Consented Scheme S106**

**Document Reference: EN0101038/APP/9.1.6**

**Revision Number 1.0**

**APFP Regulation 5(2)(q)**

07 May 2024

Indaver Rivenhall Ltd

Leading the field in  
sustainable waste  
management.

**AGREEMENT**

Under Section 106 of the  
Town and Country Planning Act 1990 as amended and Section 278 of the Highways Act 1980

BETWEEN

**GENT FAIRHEAD & CO LIMITED (1)**

**ESSEX COUNTY COUNCIL (2)**

**BARCLAYS BANK PLC (3)**

**GENT FAIRHEAD AGGREGATES LIMITED AND CEMEX UK OPERATIONS LIMITED (4)**

**THE BRADWELL ESTATE (5)**

RE

Land at Rivenhall Airfield Coggeshall Road (A120) Braintree CO5 9DF

*Linklaters LLP*

*30 October 2009*

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Traffic Routeing Management Scheme

IT569/SK/08 Rev A

Access Road Widening

28<sup>th</sup> October

2009

## **PARTIES**

- (1) **GENT FAIRHEAD & CO. LIMITED** (Co Reg No 02392879) whose registered office is situate at Court of Noke, Pembridge, Leominster, Herefordshire, HR6 9HW (hereinafter called "the Developer")
- (2) **ESSEX COUNTY COUNCIL** of County Hall Chelmsford in the County of Essex CM 1 1LX ("the County Council")
- (3) **BARCLAYS BANK PLC** whose registered office is situated at 1 Churchill Place, London E14 5HP (Company Number 01026167) (hereinafter called "the Bank")
- (4) **GENT FAIRHEAD AGGREGATES LIMITED** (Co. Reg. No. 02546446) whose registered office is situated at Court of Noke, Pembridge, Leominster, Herefordshire HR6 9HW and **CEMEX UK OPERATIONS LIMITED** (Co. Reg. No. 00658390) (formerly RMC (UK) LIMITED) whose registered office is Cemex House, Coldharbour Lane, Thorpe, Egham, Surrey TW20 8TD (hereinafter called "the Owner")
- (5) The Bradwell Estate, comprising the interests of Caroline Rachel Boyle, Humphrey Bill Walrond, Paul Jonathan Fosh and Paul George Deakin c/o Mr Martin Pratley, Partridge & Wilson Solicitors, 88 Guildhall Street, Bury St Edmunds, Suffolk IP33 1PT (hereinafter called "the Trust")

## **RECITALS**

- (1) Words and phrases used in this Agreement are defined in Clause 2.1
- (2) The County Council is a local planning authority for the purposes of the 1990 Act for the area within which the Application Site is situated
- (3) The County Council is for the purposes of Section 106 of the 1990 Act the authority which can enforce the terms of this Agreement
- (4) The County Council is the local highway authority for the area within which the Application Site is situated and the Highway Works are to be carried out
- (5) The County Council is also the local waste planning authority and minerals planning authority for the area within which the Application Site is situated
- (6) The Developer is the owner of those parts of the Application Site which forms the land registered at HM Land Registry with Freehold Title Absolute under Title Numbers EX 591558

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(subject only to the 2002 Charge) and Leasehold Title Absolute under Title Number EX 796257 (subject only to the 2007 Charge). The Developer also has the benefit of a lease of part of the Application Site, dated 24 February 1997, granted by the Trust for a period of 21 Years (less 3 days), as noted at HM Land Registry under Title Number EX570163 (subject only to the 2002 Charge). The Owner has the benefit of a lease registered at HM Land Registry with Leasehold Title Absolute under Title Number EX 661261 and has an interest in the Application Site within the meaning of Section 106 (9) (b) of the 1990 Act

(7) The Owner is the owner of the Application Site which forms the land registered at HM Land Registry with Leasehold Title Absolute under Title Number EX 661261 and Freehold Title Absolute under Title Number EX 622909 and has an interest in the Application Site within the meaning of Section 106 (9) (b) of the 1990 Act

(8) The Trust is the freehold owner of that part of the Application Site which forms the unregistered land transferred to the Trust by means of: a conveyance dated 9 March 1963, a copy of which is attached to this Agreement at the Seventh Schedule, and also against part of which the Trust has registered a Caution against First Registration at HM Land Registry under Caution Number EX 715292. The Trust is also the owner of the land registered at HM Land Registry with Leasehold Title Absolute under Title Numbers EX 433051 and EX570163 and has an interest in the Application Site within the meaning of Section 106 (9)(b) of the 1990 Act

(9) A Planning Application (Reference No. ESS/37/08/BTE) was made to the County Council for planning permission for the Development on the Application Site and the County Council resolved on 24 April 2009 to grant permission for the Development subject to a legal agreement being first entered into

(10) The County Council considers it expedient that provision should be made for regulating or facilitating the development or use of the Application Site in the manner hereinafter appearing and the County Council considers that entering into this Agreement will be of benefit to the public

(11) The Secretary of State in a letter dated 12 May 2009 gave directions that the Planning Application should be referred to him for determination and a public inquiry is to commence on 29 September 2009

(12) The Bank consents to the giving by the Developer of the covenants in this Agreement and agrees that its interest in the Application Site shall be bound by them

(13) The Owner consents to the giving by the Developer of the covenants in this Agreement and agrees that its interest in the Application Site shall be bound by them

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(14) Subject to Clause 11 the Trust consents to the giving by the Developer of the covenants in this Agreement and agrees that its interest in the Application Site shall be bound by them

IT IS AGREED as follows:-

**1. OPERATIVE POWERS**

1.1 THIS AGREEMENT is made pursuant to all powers enabling the parties and in particular to Section 111 of the 1972 Act Sections 38 72 and 278 of the 1980 Act Section 33 of the 1982 Act and Section 106 of the 1990 Act as amended by the 1991 Act and 2004 Act and to the intent that it shall bind the Developer and its successors in title and assigns and the persons claiming under or through it

1.2 The obligations assumed by the Developer the Owner and the Bank by this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act

1.3 In so far as any of the Highway Works are works which under Section 278 of the 1980 Act it is possible for the County Council to carry out itself and for the Developer to bear the whole or part of the costs thereof the County Council and the Developer agree that the Developer shall execute the same for the County Council but only by the employment of the Contractor (as hereinafter defined)

1.4 Unless specifically provided for elsewhere in this Agreement nothing in this Agreement shall oblige the Developer to comply with any positive obligations or covenants contained in this Agreement until the Works Licence is issued, provided that nothing in this Clause shall restrict or limit the obligations contained in this Agreement on the Developer to observe and perform certain matters before the commencement of the Highway Works

1.5 Nothing in this Agreement is intended to confer any benefit on any party other than the parties executing this Agreement



## 2. INTERPRETATION

2.1 In this Agreement:

"**the 1972 Act**" shall mean the Local Government Act 1972

"**the 1980 Act**" shall mean the Highways Act 1980

"**the 1982 Act**" shall mean the Local Government (Miscellaneous Provisions) Act 1982

"**the 1990 Act**" shall mean the Town and Country Planning Act 1990

"**the 1991 Act**" shall mean the Planning and Compensation Act 1991

"**the 2002 Charge**" shall mean the legal charge dated 11 September 2002 (reference EX423800) between the Developer and the Bank

"**the 2007 Charge**" shall mean the legal charge dated 1 May 2007 between the Developer and the Bank

"**the 2004 Act**" shall mean the Planning and Compulsory Purchase Act 2004

"**the Application Site**" shall mean the land at Rivenhall Airfield Coggeshall Road (A120) Braintree CO5 9DF shown for identification edged red on Figure 1-2 annexed hereto

"**the Application Site Liaison Committee**" shall mean a committee set up in accordance with the provisions of the Third Schedule

"**Beneficial Use**" shall mean use of any part of the Waste Management Facility for the purposes permitted by the Planning Permission other than the construction of the Development and does not include use of the access road nor of any part of the Waste Management Facility as part of a trial not exceeding 14 days in length or for uses ancillary to the construction of the Development, or the use of finished buildings for sales purposes, or for use as temporary offices, or for the storage of plant and materials

"**the Bond Figure**" shall mean such figure as shall be agreed between the Developer and the Engineer as representing a reasonable estimate of the cost (including VAT) of the Highway Works and the maintenance of the same adjusted at such time as payment is called for under the Highway Works Bond in accordance with the movement of the Index from and including the month three months prior to that in which such agreement was made to and including the month three months prior to that in which such call was made

"**the Certificate of Completion**" shall mean the certificate referred to in Clause 5.1.2

"**the Community Trust**" shall mean a charitable trust to be established and funded by the Developer in accordance with the Eighth Schedule

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**"the Community Trust Administrator"** shall mean a person appointed by the Trustees to manage the Community Trust Fund in accordance with the Trustees' instructions and to assist with the general administration of the Community Trust

**"the Community Trust Fund"** shall mean as defined in the Eighth Schedule

**"the Compensation Account"** shall mean a bank deposit account which shall attract interest at the Local Authority Seven Day Deposit Rate and all such interest is to be credited to the said account

**"the Compensation Bond"** shall mean a bond in a form to be agreed by the County Council with the Surety in the amount of the Compensation Figure to the effect that should the Developer default in the execution of its obligations under Clause 3.6.2 then the County Council shall call on the Surety to discharge the obligations of the Developer in that regard

**"the Compensation Deposit"** shall mean a deposit in the amount of the Compensation Figure to be placed by the County Council into the Compensation Account and used by the County Council in accordance with Clause 3.6.2

**"the Compensation Figure"** shall mean such figure as shall be agreed between the Developer and the Engineer as representing a reasonable estimate of the financial liability which will be incurred by the County Council in connection with claims acceptance of offers charges costs and expenses made in connection with the Highway Works under Parts I and II of the Land Compensation Act 1973 and the Noise Insulation Regulations 1975 (SI 1975/1763) as amended by the Noise Insulation (Amendment) Regulations 1988 (SI 1988/2000). The Compensation Figure shall be increased or decreased in line with any increase or decrease in the Index which has occurred between the date three months prior to the date of this Agreement and the date three months prior to the date on which payment is requested under Clause 3.6.2

**"the Contractor"** shall mean a reputable contractor approved by the County Council

**"the Contributions"** shall mean the Part 1 Contribution and the Part 2 Contribution together

**"the Contribution Account"** shall mean a bank deposit account which shall attract interest at the Local Authority Seven Day Deposit Rate and all such interest is to be credited to the said account

**"the Contribution Bonds"** shall mean the Part 1 Contribution Bond and the Part 2 Contribution Bond together

**"the Contribution Works"** shall mean the Part 1 Contribution Works and Part 2 Contribution Works together

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**"the Development"** shall mean an integrated Waste Management Facility comprising an anaerobic digestion plant treating mixed organic waste producing biogas converted to electricity through biogas generators; a materials recovery facility for mixed dry recyclable waste to recover materials for example paper, plastic, metals; a mechanical biological treatment facility for the treatment of residual municipal and/or commercial and industrial wastes to produce a solid recovered fuel; a Paper Recycling Facility to reclaim paper; a combined heat and power plant utilising solid recovered fuel to produce electricity, heat and steam; the extraction of minerals to enable buildings to be partially sunken below ground level within the resulting void; a visitor / education centre; an extension to the existing access road; the provision of offices and vehicle parking; associated engineering works and storage tanks at the Application Site

**"the Director for Environment Sustainability and Highways"** shall mean the individual or body from time to time occupying the post of that name within the County Council or performing its functions

**"the Drawings"** shall mean the drawings numbered IT569/SK/06 and IT569/SK/07 and Figure 1-4 as attached hereto or such revision of the Drawings as may be agreed in writing between the Developer and the Engineer and have passed the Stage One Inspection

**"the Engineer"** shall mean the Director for Environment Sustainability and Highways of the County Council or such suitably qualified person as he may from time to time nominate

**"the Engineer's Inspections"** shall mean any or all of the Stage One Inspection the Stage Two Inspection the Stage Three Inspection and the Stage Four Inspection

**"Ground Water Monitoring Scheme"** shall mean a scheme agreed between the Developer and the County Council pursuant to Clause 3.18 designed to monitor any impact of the Development on groundwater levels both within and outside of the Application Site

**"the Head of Environmental Planning"** shall mean the head of the waste planning authority and head of the minerals planning authority or such suitably qualified person as he may from time to time nominate

**"the Highway Works"** shall mean the works described in the First Schedule and shown in principle on the Drawings

**"the Highway Works Bond"** shall mean a bond in a form to be agreed by the County Council with the Surety in the amount of the Bond Figure to the effect that should the Developer default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement or following commencement of the Highway Works the Developer becomes bankrupt or goes into liquidation enters administration

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receivership or enters a deed of arrangement for the benefit of its creditors, then the County Council may (subject to the provisions hereinafter contained) itself carry out the Highway Works and maintain the same as aforesaid and call upon the Surety to reimburse the cost expended in so doing

**"a Highway Works Contract"** shall mean any contract for the carrying out of the whole or any part of the Highway Works

**"Implementation"** shall unless otherwise specified in this Agreement such as at Sub-Clause 3.16.1 mean implementation of the Planning Permission by the carrying out of any material operation within the meaning of Section 56(2) and (4) of the 1990 Act, provided that the carrying out of archaeological investigations and environmental investigations as well as any surveys and operations to enable either of the foregoing to take place shall not constitute Implementation for the purposes of this Agreement. "Implement" and "Implemented" and cognate expressions will be interpreted in accordance with this definition

**"the Index"** shall mean the Department for Business Innovation and Skills (BIS) Civil Engineering Formulae (1970 series or such other series as the Engineer shall determine) published online on the BIS Construction Price and Cost Indices website weighted in accordance with the Ninth Schedule

**"Level 2 Survey"** shall mean a level 2 survey provided in accordance with the 2006 English Heritage guidance entitled "Understanding Historic Buildings: A guide to good recording practice" (the **"EH Guide"**) for all the buildings and structures shown within the area cross hatched green on Plan S106-2 annexed hereto or such other buildings and structures as may be agreed between the Developer and the County Council

**"Level 3 Survey"** shall mean a level 3 survey provided in accordance with the EH Guide if required pursuant to the Level 2 Survey

**"Local Authority Seven Day Deposit Rate"** shall mean an assessment by the County Council of the rate of interest the County Council can expect to earn on investments through the money market the rate used being the one for the Friday of each week applied for the preceding week and which is published on the Financial Times web site the following Monday

**"the Maintenance Certificate"** shall mean the certificate referred to in Clause 5.1.4

**"the Maintenance Period"** shall mean the period referred to in Clause 3.5.2

**"the Management Plan"** shall mean a plan produced in accordance with the provisions of the Fourth Schedule

**"the Monitoring Study"** shall mean a study of the operation of the access road within the Application Site in accordance with the provisions of the Fifth Schedule

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**"Paper Recycling Facility"** shall mean a de-inking and pulping paper recycling facility to be situated within the Application Site

**"the Part 1 Contribution"** shall mean the sum of Seven Hundred and Fifty Thousand Pounds (£750,000) increased or decreased in line with any increase or decrease in the Index which has occurred between the date three months prior to the date of this Agreement and the date three months prior to the date on which payment is requested under Clause 3.9.1.1

**"the Part 2 Contribution"** shall mean the sum of Thirty Thousand Pounds (£30,000) increased or decreased in line with any increase or decrease in the Index which has occurred between the date three months prior to the date of this Agreement and the date three months prior to the date on which payment is made under Clause 3.9.1.2

**"the Part 1 Contribution Bond"** shall mean a bond in a form to be agreed by the County Council and with the Surety to the effect that should the Developer default in the payment of the Part 1 Contribution in accordance with the provisions of this Agreement, or in the event of the Developer becoming bankrupt or going into liquidation, entering administration, receivership or entering into a deed of arrangement for the benefit of its creditors, then the Surety shall discharge the obligations of the Developer in that regard

**"the Part 2 Contribution Bond"** shall mean a bond in a form to be agreed by the County Council and with the Surety to the effect that should the Developer default in the payment of the Part 2 Contribution in accordance with the provisions of this Agreement or in the event of the Developer becoming bankrupt or going into liquidation, entering administration, receivership or entering into a deed of arrangement for the benefit of its creditors, then the Surety shall discharge the obligations of the Developer in that regard

**"the Part 1 Contribution Works"** shall mean the implementation of traffic management measures for the existing A 120 when it is no longer a trunk road

**"the Part 2 Contribution Works"** shall mean the installation of permanent informatory signs directing heavy goods vehicles to the Application Site via those routes shown marked in bold red on Plan 2 annexed hereto. For the avoidance of doubt, the said signs will not apply to heavy goods vehicles making waste collections on behalf of waste collection authorities on the roads not marked in bold red shown on Plan 2

**"the Planning Application"** shall mean the Development pursuant to an application for Planning Application Number ESS/37/08/BTE

**"the Planning Permission"** shall mean the planning permission granted subject to conditions pursuant to the Planning Application

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**"Secretary of State"** means the Secretary for Communities and Local Government for the time being having or being entitled to exercise the powers now conferred on him by the 1990 Act

**"Specification"** shall mean the specification in respect of the Highway Works as approved by the Engineer which specification shall be based on the then current Department of Transport standard specification

**"the Stage One Inspection"** shall mean the checking by the Engineer of the Drawings against applicable safety standards and best practice employed or recommended in highway design at the time by the Secretary of State for Transport and/or the County Council

**"the Stage Two Inspection"** shall mean the checking by the Engineer of the detailed plans drawings and proposed specification for the Highway Works to be submitted by the Developer in accordance with Paragraph 1.2 of the Second Schedule against applicable safety standards and best practice employed or recommended in highway design at the time by the Secretary of State for Transport and/or the County Council

**"the Stage Three Inspection"** shall mean the checking of the Highway Works by the Engineer against the agreed plans drawings and Specification to be submitted by the Developer in accordance with Paragraph 1.2 of the Second Schedule following completion of the Highway Works but prior to the issue of the Certificate of Completion

**"the Stage Four Inspection"** shall mean the checking of the Highway Works by the Engineer against the agreed plans drawings and Specification to be submitted by the Developer in accordance with Paragraph 1.2 of the Second Schedule following the opening of the Highway Works for use by the public but prior to the issue of the Maintenance Certificate

**"the Supervision Fee"** shall mean such figure as shall be agreed between the Developer and the Engineer as representing a reasonable estimate of the expenses which have been or will be incurred by the County Council in connection with the checks, approvals, attendances, inspections, examinations, tests, directions, instructions, Engineer's Inspections and issuing of certificates required or permitted by this Agreement

**"the Surety"** shall mean a reputable surety approved by the County Council

**"the Traffic Routeing Management Scheme"** shall mean a scheme produced in accordance with the provisions of the Sixth Schedule

**"the Trustees"** shall mean the persons appointed by the Developer to act as the trustees of the Community Trust in accordance with the Eighth Schedule

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**"Undertakers"** shall mean in relation to the carrying out of works in a street the person or persons by whom the relevant statutory right is exercisable in particular pursuant to the New Roads and Street Works Act 1991

**"Waste"** shall mean imported municipal solid waste and/or commercial and industrial waste and shall include mixed organic waste, dry recyclables, imported paper and card and imported solid recovered fuel

**"the Waste Management Facility"** shall mean a facility for processing and disposing of municipal and/or commercial and industrial waste including anaerobic digestion, a materials recycling facility, a mechanical biological treatment plant, a Paper Recycling Facility and a combined heat and power plant. The facility also includes energy generation from biogas as well as from the combined heat and power plant

**"the Woodhouse Farm Complex"** shall mean the listed buildings including Woodhouse Farm house, the Bake House and the pump within the area outlined in green on Plan No. 1 entitled Woodhouse Farm Complex Listed Buildings and curtilage (such Plan annexed hereto)

**"the Works Licence"** shall mean the permit issued by the Engineer under the provisions of Clause 5.1.1 in or substantially in the form attached as the Eleventh Schedule

**"the Works Licence Application"** shall mean an application made by the Developer for authority to undertake the Highway Works in or substantially in the form attached as the Tenth Schedule

2.2 Where in this Agreement reference is made to a Clause, Paragraph, Schedule, Plan, Drawing or Recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, plan, drawing or recital of or (in the case of a plan or a drawing) attached to this Agreement

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

2.4 References in this Agreement to the Developer, to the County Council, to the Bank, to the Trust and the Owner or any one or more of them shall include reference to their respective successors in title and assigns and to persons claiming through or under them

2.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

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2.6 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner

2.7 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 allow infringement of the restriction

2.8 Any reference to a statute a provision thereof a statutory instrument or such specification, code of practice or general direction as is issued under statutory authority or by a Secretary of State shall include any modification, extension or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom

2.9 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly

2.10 The clause headings and table of contents shall not be taken into account for the purposes of the construction or interpretation of this Agreement

### 3. **DEVELOPER'S COVENANTS**

3. The Developer hereby covenants with the County Council

3.1.1 Not to Implement the Planning Permission (other than the construction of estate roads or as otherwise may be agreed with the County Council) prior to the issue of a Certificate or Certificates of Completion in respect of the whole of the Highway Works

3.1.2.1 Not to commence or permit to be commenced any part of the Highway Works until such time as the Developer has been issued with the Works Licence by the Engineer. For the avoidance of doubt if the Highway Works are commenced prior to the Works Licence having been issued, the Engineer may instruct the Developer and the Contractor that the Highway Works shall cease immediately and such commencement may result in the County Council prosecuting the Developer and/or the Contractor under the provisions of section 131 of the 1980 Act

3.1.2.2 To ensure that the Works Licence is available at the site of the Highway Works at all times for immediate inspection by the Engineer



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3.2 To send the Works Licence Application to the County Council's Transportation and Development Control Section not less than four weeks prior to the date upon which the Developer proposes to commence the Highway Works, which application shall not be made prior to approval of the detailed plans drawings and Specification in accordance with Paragraph 1 of the Second Schedule or before the Developer has procured any consents diversion orders or agreements necessary to enable the Highway Works to be undertaken and has made the payments and deposits referred to in Clause 3.3 and has complied with the provisions of Paragraph 7.1 of the Second Schedule. For The Avoidance Of Doubt it is acknowledged by the Developer that the issue of the Works Licence by the County Council does not constitute confirmation by the County Council that all necessary consents diversion orders or agreements necessary to enable the Highway Works to be undertaken have been obtained and that the issue of the Works Licence by the Engineer does not absolve the Developer from its responsibility to obtain all consents permissions or authorities that may be required from other statutory bodies for the carrying out of the Highway Works

3.3 Prior to applying for the Works Licence

3.3.1 To pay to the County Council the Supervision Fee

3.3.2 Without prejudice to the provisions of Clause 3.6 either to deposit the Compensation Deposit with the County Council or to enter into the Compensation Bond and procure the deposit of the same with the County Council

3.3.3 To request that the County Council make such statutory orders and/or publish such statutory notices as are required in connection with the Highway Works

3.3.4 To enter into the Highway Works Bond and to procure the deposit of the same with the County Council

3.3.5 To enter into the Contribution Bonds and to procure the deposit of the same with the County Council

3.3.6 To provide the Health and Safety Plan as required by the Construction (Design and Management) Regulations 2007 to the Engineer

3.3.7 To produce to the County Council copies of insurance policies fully covering the Developer's liability under subclause 3.6.1

3.4 To dedicate the land over which the Highway Works have been or are to be constructed as public highway (to the extent that such land is not already public highway) and

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the Developer hereby acknowledges that the commencement of Highway Works shall constitute such dedication

3.5.1 To comply with all relevant provisions of the Second Schedule and to construct the Highway Works (such construction to be carried out by the Contractor) and to complete the same to the reasonable satisfaction of the Engineer not later than 3 months from the date of commencement of the Highway Works

3.5.2 For a period of twelve months from the issue of the Certificate of Completion and immediately prior to the expiration of this period the Developer shall reinstate and make good any damage or defect in the design of the Highway Works defective workmanship or the use of defective materials not in accordance with the agreed drawings (submitted pursuant to Paragraph 1.2 of the Second Schedule) and the Specification during the said period of twelve months (including any defect in or damage to the surface water drainage system) so as to place the highway in a condition satisfactory to the Engineer Provided that if any damage is caused to the Highway Works during the said period of twelve months by reason of fair wear and tear or by traffic accident or vandalism the County Council shall be responsible for the making good of such damage

3.6.1. In the event of any claim being made for compensation or charges whatsoever arising out of or incidental to the Highway Works, to hold the County Council harmless and indemnified therefrom so far as the County Council is legally liable for the same and against proper claims charges costs and expenses in connection therewith and arising thereout and unless the provisions of Clause 3.6.3.2. apply to make payment to the County Council for such claims charges costs and expenses within 21 days of receipt of a request to do so made in writing by the Engineer

3.6.2. In relation to the Highway Works to hold the County Council harmless and indemnified from all proper claims acceptance of offers charges costs and expenses made or incurred under or arising from Part IV of the Land Compensation Act 1961 Parts I and II of the Land Compensation Act 1973 and the Noise Insulation Regulations 1975 (SI 1975/1763) as amended by the Noise Insulation (Amendment) Regulations 1988 (SI 1988/2000) and either where a Compensation Deposit has been made the County Council shall use it to defray such claims acceptance of offers charges costs and expenses or the Developer shall make payment to the County Council for such claims acceptance of offers charges costs and expenses within 21 days of receipt of a request to do so made in writing by the Engineer and where a

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Compensation Bond has been deposited with the County Council in default of such payment being made by the Developer the County Council shall recover the same from the Surety under the Compensation Bond

3.6.3 In respect of any claim received by the County Council that relates to the matters contained in Clauses 3.6.1 and/or 3.6.2 the County Council shall

3.6.3.1 notify the Developer in writing of any such proper acceptance of offers claim charges costs and expenses hereinbefore referred to stating in reasonable detail the nature of the claim, accompanied by a copy of any demand letter acceptance letter or other document concerning any claim

3.6.3.2 other than in relation to a claim received by the County Council that relates to a matter contained in Clause 3.6.2 and provided that the Developer shall be responsible for all costs charges expenses and settlement of claims, to permit the Developer to take such action in the name of the County Council as the Developer may reasonably request to dispute defend or resist such claim

3.6.4 The Developer shall not be liable to indemnify the County Council pursuant to Sub-Clause 3.6.1 if the claim is in respect of the negligence of the County Council, its employees, agents or contractors or any works of alteration carried out to any of the Highway Works by the County Council or any party other than the Developer after the issue of the Certificate of Completion and nothing in Clause 3.6 shall relieve the County Council of its duty to mitigate all or any claims

3.7.1 Prior to commencing the Highway Works to take out and maintain until such time as the Maintenance Certificate is issued an insurance policy in the joint names of the Developer and the County Council covering them to the extent that such cover is available in the UK insurance market against the consequences of any claim of the kind described in Clause 3.6.1 against the Developer and the County Council or either of them those consequences to include any such claim charges costs and expenses mentioned in that Clause

3.7.2 The said policy shall be in the sum of not less than ten million pounds (£10,000,000) in respect of any one event and on such terms and conditions with such office as the Treasurer of the County Council shall approve and the policy and the receipt or the last receipt for any premium shall be produced to the said Treasurer by the Developer upon request

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3.8 If called upon so to do by notice in writing served within twenty-one years of the date hereof by the County Council to transfer to the County Council in consideration of one pound the land over which the Highway Works have been constructed together with any other land dedicated as public highway by the Developer hereunder free in each case from encumbrances and together with all rights necessary to permit the use inspection maintenance repair and replacement of all utility systems servicing the Highway Works and not vested in the relevant undertaker as are situated outside the limits of the Highway Works and the said other land

3.9.1.1 Within 21 days of the written request of the Engineer made on or within five years of the date of the existing A120 being de-trunked (such date to be notified in writing by the Developer to the Engineer) and provided that this obligation shall no longer be enforceable after the cessation of operation of the Waste Management Facility to pay the Part 1 Contribution to the County Council Provided Always that any part of the Part 1 Contribution not paid by the Developer on the due date for payment shall attract interest at the Local Authority Seven Day Deposit Rate for the time being (or a successor rate thereto if such rate shall cease to be published) from the due date to the date of receipt by the County Council and Further Provided Always that the Part 1 Contribution Bond shall be discharged upon receipt of the Part 1 Contribution by the County Council

3.9.1.2 Not to Implement the Development until such time as the Part 2 Contribution has been paid to the County Council Provided Always that any part of the Part 2 Contribution not paid by the Developer on the due date for payment shall attract interest at the Local Authority Seven Day Deposit Rate for the time being (or a successor rate thereto if such rate shall cease to be published) from the due date to the date of receipt by the County Council and Further Provided Always that the Part 2 Contribution Bond shall be discharged upon receipt of the Part 2 Contribution by the County Council

3.9.2 In the event that the Developer fails to serve any of the notices that he is required by the provisions of this Agreement to serve then the County Council shall be entitled to call for payment of the Contributions and use the Contributions at any time following the commencement of Development irrespective of any of the time limits imposed on the County Council by this Agreement

3.10.1 To undertake the Monitoring Study at twelve (12) months and again at 5 years from the date of commencement of Beneficial Use of the Development

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3.10.2 To notify the County Council in writing of the date of commencement of Beneficial Use of the Waste Management Facility

3.10.3 Prior to commencement of Beneficial Use of the Waste Management Facility to submit to the County Council for prior approval the Traffic Routeing Management Scheme

3.10.4 To implement the Traffic Routeing Management Scheme in the form as agreed with the County Council

3.10.5 If following the completion of the Monitoring Study it is agreed with the Engineer that any of the following measures are necessary to improve or safeguard the safety performance of the access road the Developer shall provide:

(a) the use of operative(s) or personnel or manned crossing points to control traffic at the two crossings

(b) the use of CCTV and/or electronic barriers, to visually assess the need to adjust the flow of traffic

(c) the use of electronic sensors to provide electronic gates with a priority system reducing or eliminating the risk of traffic backing up and blocking the public highway

OR a combination of any of the traffic management proposals in 3.10.5 (a) to (c) inclusive above or any such other measures as may be agreed, details for which are first to be submitted and agreed by the Engineer

3.10.6 Prior to commencement of Beneficial Use of the Waste Management Facility to widen a section of the access road to facilitate use by two way traffic as indicatively shown on Plan IT/569/SK/08 Rev A and in accordance with such details and drawings as shall be agreed with the County Council prior to the commencement of any such works Provided That no widening shall be undertaken within twenty (20) metres in either direction of the crossing with Church Road or Ash Lane

3.11.1 Not to Implement or allow or permit to be Implemented any part of the Development until such time as the Developer has established to the reasonable satisfaction of the Head of Environmental Planning and in accordance with the Third Schedule the Application Site Liaison Committee, and the Developer shall use reasonable endeavours to ensure that the Application Site Liaison Committee shall hold its first meeting at least 6 months prior to the Implementation of the Planning Permission and thereafter shall meet on a six (6) monthly basis or at such intervals as agreed by the Application Site Liaison Committee

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3.11.2 To provide the Application Site Liaison Committee with the same air quality monitoring data as is required to be provided to the Environment Agency pursuant to the Waste Management Facility's environmental permit and such provision shall be made at the same time as it is provided to the Environment Agency

3.12.1 Subject to obtaining all necessary consents to use reasonable endeavours to reinstate and refurbish the Woodhouse Farm Complex to include offices, an education centre for the public and an area set aside as a local heritage and airfield museum prior to the commencement of Beneficial Use of the Waste Management Facility (failing which to agree a reasonable time period for compliance with this obligation with the County Council)

3.12.2 Prior to Implementation of the Development to make listed building consent application(s) for the Woodhouse Farm Complex to Braintree District Council for the works necessary for its use as offices and an education centre with an area for a local heritage and airfield museum

3.12.3 To make the educational centre of the Woodhouse Farm Complex available outside of normal working hours (Monday to Friday 0700 to 1830 hours and 0700 to 1300 hours on Saturdays) to local parish councils or other identified local community groups to be agreed with the Application Site Liaison Committee, such availability to commence no later than three 3 months from the date of Beneficial Use of the Waste Management Facility

3.13 Not to commence the Development prior to submitting a Management Plan to the County Council for approval

3.14 To comply with the terms of the agreed Management Plan in all material respects

3.15 No later than three (3) months prior to Implementation of the Development the Developer shall submit to the County Council evidence to demonstrate that the Developer has the intention to complete construction of the Waste Management Facility and for the avoidance of doubt Implementation of the Development shall not take place until the County Council is satisfied that this intention has been demonstrated

3.16 To provide at no cost to the County Council prior to Implementation of the Development details relating to tree and shrub planting for woodland and hedgerow areas and seeding for the open habitat at the locations shown on Figure 19-2B a copy of which is annexed to this

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Agreement and shall furthermore implement such proposals during the first available planting season following the issue of the Planning Permission

3.16.1 The implementation of the proposals in 3.16 above shall not constitute the Implementation of the Development under the terms of this Agreement

3.17 To provide at no cost to the County Council a Level 2 Survey prior to Implementation of the Development

3.17.1 Based upon the findings of the Level 2 Survey the Developer shall submit for approval by the County Council details of those structures and/or buildings that require further survey and upon approval of the details shall carry out a Level 3 Survey on those structures and buildings at no cost to the County Council prior to Implementation of the Development

3.17.2 To fully fund a presentation of the Level 2 Survey and Level 3 Survey findings within the heritage and airfield museum by way of a display or visual representation of the findings and prior to such display to submit to the County Council giving an opportunity for comment a detailed scheme of what the display will include when the findings have been collated

3.18 Prior to Implementation to submit and have approved by the County Council details of the "French Drain" referred to in Chapter 6 of the Developer's Environmental Statement dated August 2008 and details of a Ground Water Monitoring Scheme designed in accordance with the indicative details within such chapter to monitor groundwater levels on a regular basis from Implementation

3.18.1 The Ground Water Monitoring Scheme shall be carried out by the Developer in accordance with the approved details and at no cost to the County Council

3.18.2 To continue operating the Ground Water Monitoring Scheme until such time as shall be agreed in writing between the Developer and the County Council once the monitoring results demonstrate that the Development does not cause material adverse effects on ground water levels

3.18.3 If the Ground Water Monitoring Scheme reveals that the carrying out of the Development is causing material adverse effects upon the land or upon the fauna and/or flora to promptly submit to the County Council details of appropriate mitigation measures for approval such measures once approved to be carried out as soon as reasonably practicable

3.18.4 To provide the Application Site Liaison Committee with the same monitoring data in respect of the Ground Water Monitoring Scheme as is provided to the County Council and such provision shall be made at the same time as it is provided to the County Council.

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3.19 The Paper Recycling Facility shall only source its heat steam and energy from the Waste Management Facility with the exception of periods of maintenance and repair of the Waste Management Facility

3.20 To comply with the provisions of the Eighth Schedule

### 4. **REMEDIAL WORKS AND RECOVERY OF COSTS**

4.1 If the Highway Works or any part or parts thereof are not carried out or completed to the satisfaction of the Engineer in accordance with the terms of this Agreement, the County Council after giving not less than twenty eight days written notice of its intention to the Developer may carry out or complete the relevant part or parts of the Highway Works in accordance with the provisions of this Agreement by its own employees or by contractors and recover its costs as properly and reasonably certified by the Engineer from the Developer and (in default of such payment being made by the Developer) from the Surety up to the maximum of the Bond Figure Provided Always that if the Engineer considers that emergency works are necessary they may be carried out without giving notice to the Developer

4.2 If immediately prior to the expiration of the Maintenance Period the Developer fails to reinstate and make good any damage or defect referred to in Clause 3.5.2 to the satisfaction of the Engineer the County Council after giving twenty-eight days written notice of its intention to the Developer may carry out or complete the relevant work and recover its costs as properly and reasonably certified by the Engineer from the Developer and (in default of such payment being made by the Developer) from the Surety up to 10% of the Bond Figure Provided Always that if the Engineer considers that emergency works are necessary they may be carried out without giving notice to the Developer

4.3 If following service of a notice under Clause 4.1 or 4.2 but prior to the commencement by the County Council of any part of the carrying out completion or reinstatement or making good specified in the notice, the Developer fully and completely carries out completes reinstates or makes good as required by the relevant Clause the works damages or defects referred to in the notice, then the County Council shall not take further action on that notice, but may recover its costs in connection with the preparation and service of the notice and in preparation for the carrying out completion reinstatement or making good aforesaid (including staff costs direct labour or direct service organisation charges legal



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surveying engineering design and other professional charges and charges of contractors) as properly and reasonably certified by the Engineer from the Developer and (in default of such payment being made by the Developer) from the Surety up to the maximum of the Bond Figure (in the case of a notice under Clause 4.1) or 10% of the Bond Figure (in the case of a notice under Clause 4.2), but without prejudice to the right of the County Council to serve further or other notices in respect of such works damages or defects

4.4 The land on which and on all estates and interests in which the Council and/or the County Council may declare an unpaid amount to be a charge under S.278(5)(c) of the 1980 Act is the Application Site

## **5. ISSUE OF WORKS LICENCE AND CERTIFICATES AND APPLICATION OF THE CONTRIBUTIONS**

5.1 The County Council hereby covenants with the Developer

5.1.1 To use reasonable endeavours to issue the Works Licence within 21 days of receipt from the Developer of the Works Licence Application Provided Always that the Engineer shall not issue the Works Licence unless a Stage Two Inspection has been carried out by the Engineer and the provisions of Paragraph 1 of the Second Schedule have been carried out by the Developer to the reasonable satisfaction of the Engineer

5.1.2 When the Highway Works have been completed to the satisfaction of the Engineer and the documentation mentioned in Paragraph 12 of the Second Schedule has been supplied to the Engineer he shall issue forthwith the Certificate of Completion on behalf of the County Council to the Developer. From the date of that Certificate the part of the Highway Works to which that Certificate relates shall be maintained by and at the cost of the County Council but subject to the provisions of Clause 3.5.2 Provided Always that the Engineer shall not issue the Certificate of Completion unless a Stage Three Inspection has been carried out by the Engineer and any works arising therefrom have been completed by the Developer to the reasonable satisfaction of the Engineer

5.1.3 Upon the issue of the Certificate of Completion the Highway Works Bond shall be reduced by 90%

5.1.4 After the expiration of the period of 12 months referred to in Clause 3.5.2 and subject to any such defects or damage as are therein mentioned having been reinstated and made good to the satisfaction of the Engineer, he shall provided that the documentation mentioned in Paragraph 12 of the Second Schedule has been supplied to the Engineer forthwith issue a Maintenance Certificate Provided Always that the Engineer shall not issue the

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Maintenance Certificate unless a Stage Four Inspection has been carried out by the Engineer and any works arising therefrom have been completed by the Developer to the satisfaction of the Engineer

5.1.5 Upon the issue of the Maintenance Certificate the Highway Works Bond shall be discharged

5.1.6 The Engineer may in his absolute discretion issue a Certificate of Completion relating to part only of the Highway Works and in that event:

- (i) that part only shall thereupon become maintainable by and at the cost of the County Council but subject to the provisions of Clause 3.5.2
- (ii) the percentage by which the Highway Works Bond shall be reduced shall be ninety per cent multiplied by the originally estimated cost of that part and divided by the originally estimated cost of the whole of the Highway Works
- (iii) the provisions hereinbefore contained as to the issue of a Maintenance Certificate shall also apply to that part

5.2.1. To deposit each of the Contributions when received in cleared funds in the Contribution Account and

5.2.2. To use the principal and interest in the Contribution Account for the Part 1 Contribution Works and the Part 2 Contribution Works Provided Always that if the whole or any part of such funds shall not have been expended by the County Council at the expiration of thirty (30) years from receipt in cleared funds, the County Council shall forthwith pay the unexpended balance of principal and interest in the Contribution Account after appropriate provision has been made for sums committed to be expended by the County Council prior to the said expiration to the Developer

5.3.1 In the event that a Compensation Bond is deposited to reduce the Compensation Bond each time a payment is made to the County Council by the Developer pursuant to Clause 3.6.2 by the amount of such payment and to discharge the Compensation Bond at the eighth anniversary of the issue of the Certificate of Completion after appropriate provision has been made for claims lodged or offers accepted prior to that anniversary

5.3.2 In the event that a Compensation Deposit is made to repay the unexpended balance of principal and interest in the Compensation Account at the eighth anniversary of the issue of the Certificate of Completion after appropriate provision has been made for claims lodged or offers accepted prior to that anniversary to the Developer

**6. TRANSFER OF INTERESTS**

6.1 The Developer shall upon parting with its interest in the Application Site be released from all obligations rights and duties (save for liability in respect of any antecedent breach) under the terms of this Agreement Provided That if the Developer shall retain an interest in any part of the Application Site the Developer shall remain liable insofar as such liability relates to such retained interest Further Provided That regardless of the aforementioned release any bond or bonds provided by the Developer under the provisions of this Agreement shall remain in full force and effect until such time as the transferee deposits with the County Council a substitute bond or bonds

6.2 Otherwise than in relation to individual purchasers of dwelling houses the Developer shall give to the County Council within one month of the Developer disposing of any part of the land comprised in the Application Site written notice of the name and address of the person to whom the land has been transferred

6.3 The provisions of Clause 6.1 and 6.2 shall apply in relation to any successor in title of the Developer as the owner of the Application Site or any part thereof mutatis mutandis

**7. NOTICES**

7.1 The address for any notice or other written communication is as specified above in the case of each party hereto or (at the option of the recipient) such address as may be specified for service from time to time provided that the same is within the United Kingdom or (at the option of the party giving notice or other communication) the last-known place of abode or business in the United Kingdom of the recipient

7.2 Any notice or other written communication to be served or given by one party upon or to any other under the terms of this Agreement shall be deemed to have been validly served or given if received by facsimile delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is marked as follows for each recipient:

7.2.1 for the Developer it shall be marked for the attention of Emma Bulmer at Court of Noke, Pembridge, Leominster, Herefordshire HR6 9HW

7.2.2 for the County Council relating to highways matters it shall be marked for the attention of the Director for Environment Sustainability and Highways

7.2.3 for the County Council relating to a planning matter it shall be marked for the attention of the Head of Environmental Planning

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7.2.4 for the Bank it shall be marked for the attention of Ben Sanderson, at Barclays Bank plc, PO Box 885, Mortlock House, Histon, Cambridge CB24 9DE

7.2.5 for the Owner it shall be marked for the attention of Emma Bulmer at Court of Noke, Pembridge, Leominster, Herefordshire HR6 9HW and

7.2.6 for the Trust it shall be marked for the attention of Mr Martin Pratley of Partridge & Wilson Solicitors, 88 Guildhall Street, Bury St Edmunds, Suffolk IP33 1PT

**8. GENERAL**

8.1 Unless otherwise specified where any agreement, certificate, consent, permission, expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the same shall not be unreasonably withheld or delayed but may only be given in writing and may be validly obtained only prior to the act or event to which it applies. Furthermore the party giving such agreement, certificate, consent, permission, expression of satisfaction or other approval shall at all times act reasonably and where any payment of costs or other payments are to be made by the Developer to the County Council such costs and other payments shall be deemed to be reasonable and proper

8.2 Any covenant by the Developer not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred

8.3 No compensation shall be payable by the County Council to any party to this Agreement arising from the terms of this Agreement and all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the County Council save that nothing in this Agreement shall prevent the Developer from claiming compensation arising from any negligence of the Council or the Council's failure to comply with its obligations under the terms of this Agreement

8.4 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

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8.5 Representatives of the County Council may enter upon the Application Site at any reasonable time to ascertain whether the terms of this Agreement and the Planning Permission are being or have been complied with subject to reasonable (at least forty-eight (48) hours) prior written notice, unless in case of an emergency under which circumstances access shall be immediate and compliance with relevant safety requirements and the County Council representatives enter upon their own risk

8.6 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the County Council in the exercise of its functions in any capacity (including in particular the capacities of the highway authority and the planning authority) and the rights powers duties and obligations of the County Council under private public or subordinate legislation may be effectively exercised as if it were not a party to this Agreement (and in particular it shall not be precluded from entering into any agreement under the 1980 Act and/or the 1990 Act with any other party and shall not be deemed to be in breach of this Agreement by so doing)

8.7 Any agreement obligation covenant or undertaking contained herein by any of the parties which comprise more than one person or entity shall be joint and several and where any agreement obligation covenant or undertaking is made with or undertaken towards more than one person it shall be construed as having been made with or undertaken towards each such person separately. Furthermore where the Developer and the Owner are different persons agreements, obligations, covenants and undertakings given by either shall be deemed to be given jointly and severally by both

8.8 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality, provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties

8.9 No variation to this Agreement shall be effective unless made by deed or pursuant to the determination of an application made under Section 106A of the 1990 Act

8.10 The failure by any party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

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8.11 The balance of money in the account or accounts into which the County Council has paid the Contributions and the Compensation Deposit shall not be subject to return by the County Council to the Developer in the event that the Developer has a winding-up petition or a petition for an administration order presented against it or the Developer passes a winding-up resolution or an Administrative Receiver or a Receiver or a Receiver and Manager is appointed in respect of the property or any part thereof of the Developer, or the Developer enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them, but shall continue to be held by the County Council under the terms of this Agreement

8.12 Any payment which is due to the County Council under the terms of this Agreement that is made later than the date such payment is due shall attract interest at the Local Authority Seven Day Deposit Rate from the date payment was due until the date payment is received by the County Council as appropriate

8.13 Wherever there is any dispute under the terms of this Agreement which has not been resolved within two months of any party having notified the others that such dispute exists any party shall have the right to refer the same to the decision of an independent expert (to act as an expert and not as an arbitrator in the absence of contrary agreement by the parties in dispute) with relevant professional expertise and agreed between the parties in dispute or (in absence of such agreement) to be appointed by the appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute. Such expert shall be required to give each party the opportunity to make representations to him and to comment on the representations of one another and shall be required to deliver his decisions in writing and supported by reasons within eight (8) weeks of his appointment. His decision shall be binding on the parties save in the case of manifest error and the parties shall bear his fees in equal shares unless he awards otherwise

8.14 The Developer hereby agrees to pay forthwith the County Council's reasonable legal costs of and incidental to the preparation negotiation and entering into this Agreement

8.15 This Agreement shall be enforceable as a local land charge and shall be registered as such

8.16 The applicable law for this Agreement shall be English law

8.17 This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each of those counterparts when executed and delivered shall constitute an original but all the counterparts together shall constitute one and the same instrument

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8.18 The provisions of this Agreement (other than Sub-Clause 8.14) shall be of no effect unless and until the Secretary of State has granted Planning Permission

8.19 It is hereby agreed and declared that a person who is not a party to this Agreement shall not be entitled in his own right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999

8.20 If the Planning Permission shall expire before the Development has been Implemented or is revoked or quashed or is otherwise withdrawn, this Agreement shall cease to have effect thereupon

8.21 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop the Application Site or any part of it in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Agreement

**9. BANK'S CONSENT**

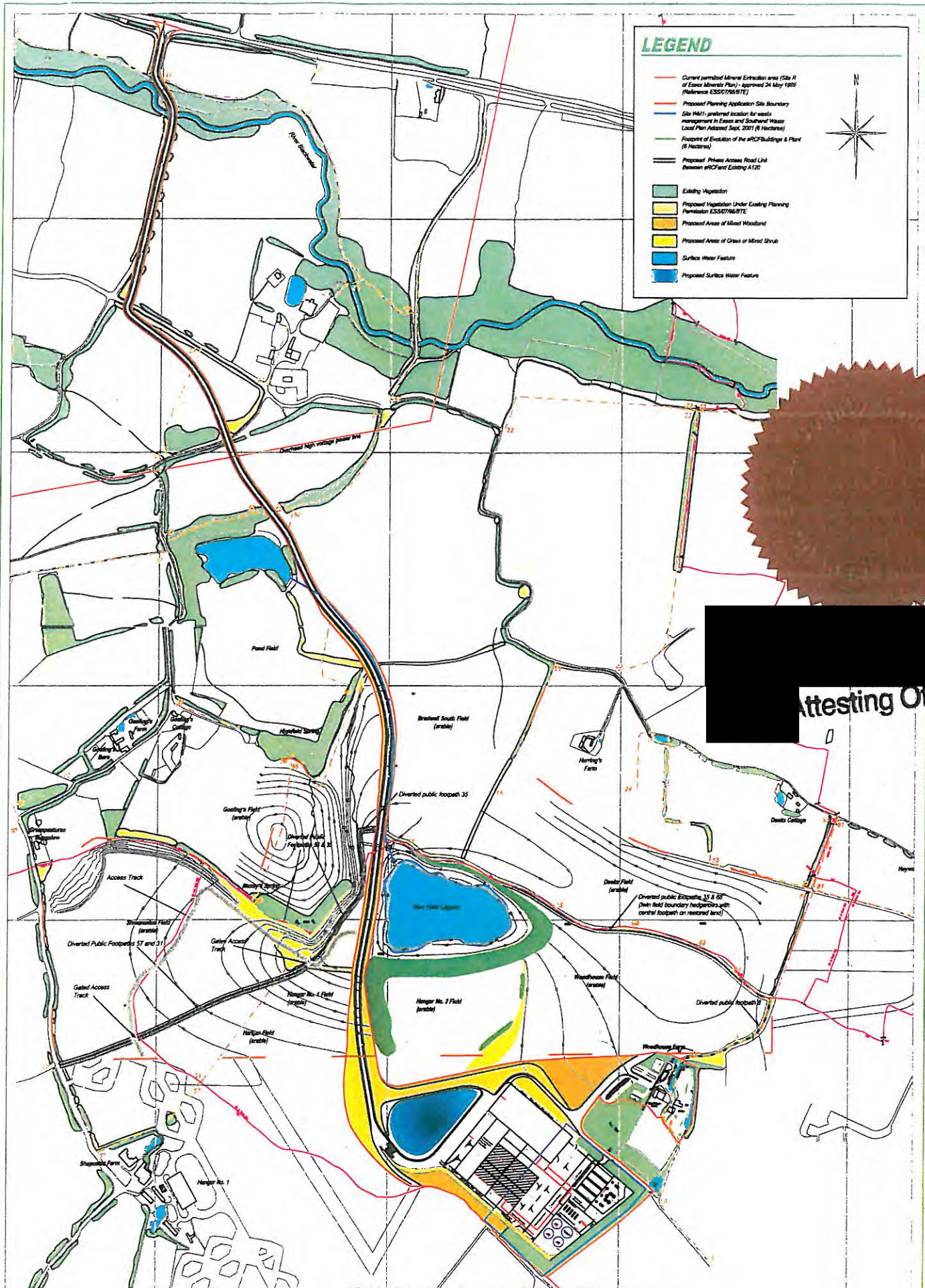
9.1 The Bank consents to the giving by the Developer of the covenants in this Agreement and agrees that its interest in the Application Site shall be bound by them

**10. OWNER'S CONSENT**

10.1 The Owner consents to the giving by the Developer of the covenants in this Agreement and agrees that its interest in the Application Site shall be bound by them

**11. THE TRUST'S CONSENT**

11.1 The Trust consents to the giving by the Developer of the covenants in this Agreement and agrees that its interest in the Application Site shall be bound by them PROVIDED THAT nothing in this Agreement shall be construed as imposing any liability on the Trust for the performance of any obligation in this Agreement (including the making of any financial payment) except in circumstances where the Trust Implements the Development itself



**LEGEND**

- Current permitted Mineral Extraction area (Site R of Essex Minerals Plan) - approved 24 May 1989 (Reference E530779/8/97E)
- Proposed Planning Application Site Boundary
- Site M47 - proposed location for waste management in Essex and Southern Water Local Plan Adopted Sept. 2001 (8 Hectares)
- Footprint of Evolution of the aRCFB Buildings & Plant (8 Hectares)
- Proposed Private Access Road Link Between aRCFB and Existing A120
- Existing Vegetation
- Proposed Vegetation Under Existing Planning Permission E530779/8/97E
- Proposed Areas of Mixed Woodland
- Proposed Areas of Grass or Mixed Shrub
- Surface Water Features
- Proposed Surface Water Feature



**Attesting Officer**

SCALE 1:7500 @ A3

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Date	12/08/2008
Project No.	07514690074
Drawn by	A.J.
Page	5300256

**Proposed Planning Application Area**  
**Gent Fairhead & Co. Limited, Rivenhall Airfield**  
**Evolution of the Recycling & Composting Facility**

Figure  
**1-2**

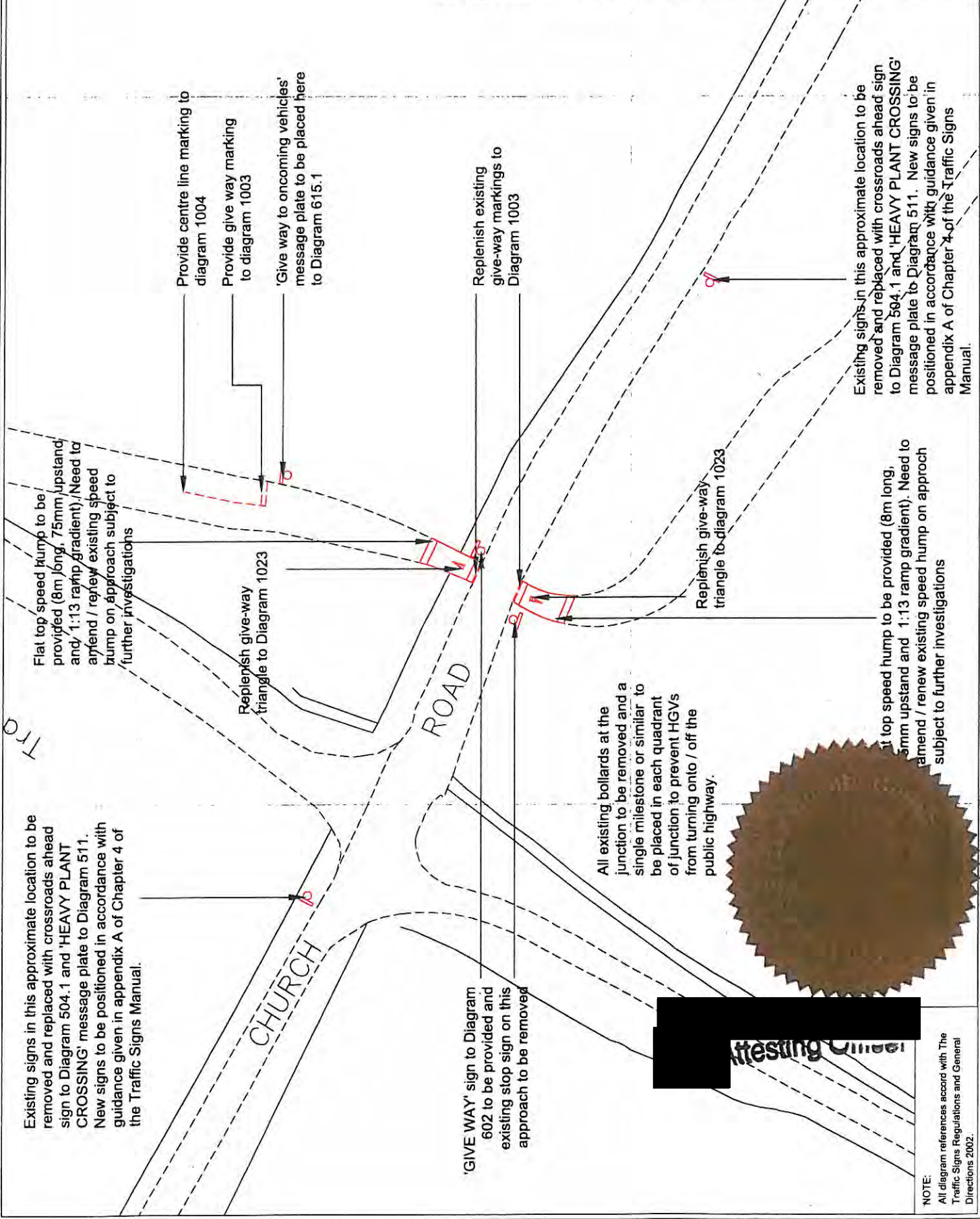






Rev	Alter	Drawn	By	Date
A				
IT Project: <b>PROPOSED WASTE MANAGEMENT FACILITY, RIVENHALL AIRFIELD, ESSEX</b>				
Drawing Title: <b>PROPOSED IMPROVEMENTS TO SITE ACCESS ROAD JUNCTION WITH CHURCH ROAD</b>				
Drawing No: <b>IT569/SK/06</b>				
Scale: <b>1:500</b>				
Date: <b>FEB 2007</b>				
Drawn By: <b>CB</b>				
Approved By: <b>JB</b>				
Client: <b>GENT FAIRHEAD AND CO LTD</b>				
Sheet 1 of 1				

**Intermodal TRANSPORTATION**  
 Consulting Engineers  
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 Essex SS11 4AA  
 Tel: +44 (0)1775 523939  
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 E: info@intermodal.co.uk

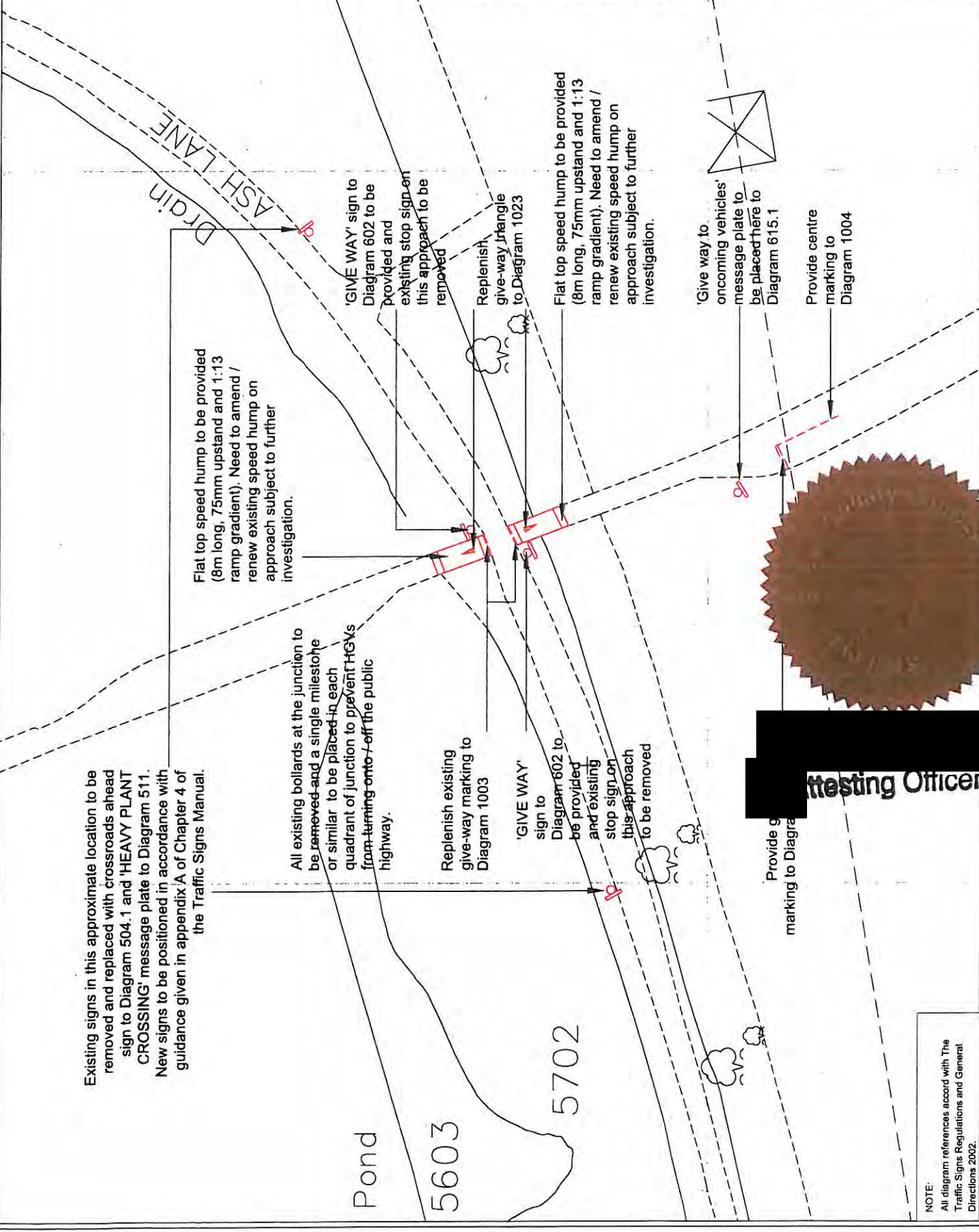


NOTE:  
 All diagram references accord with The Traffic Signs Regulations and General Directions 2002.





Area	Proposed Waste Management Facility, Rivenhall Airfield, Essex	Sheet 1 of 1
IT File	IT569/SK07	Scale
Issue	FEB 2007	Scale
Drawn By	CB	Approved By
Checked	GENT	
Client	Fairhead and Co Ltd	
Project No	A3	



Testing Officer

NOTE:  
All diagram references accord with The Traffic Signs Regulations and General Directions 2002.



**FIRST SCHEDULE**  
**(DESCRIPTION OF HIGHWAY WORKS)**

The works shall comprise the provision of

1. Improvements to the locations where the access road crosses Church Road and Ash Lane as identified in principle on the Drawings, such improvements are to include traffic management measures, management of vegetation, signage, lining and resurfacing
2. Improvements to the locations where public rights of way cross the access road to include barriers and signage as indicated in principle on Figure 1-4 attached hereto

the detailed specification of such works to be agreed with the Engineer pursuant to the Second Schedule and to include any necessary alterations to and reinstatements of existing highways and statutory undertakers equipment, the provision of or alteration to street lighting, road signs, drainage, structures, traffic signals, related accommodation and any other works normally associated with the construction of a highway or required as a result of the Engineer's Inspections

**SECOND SCHEDULE**

**(TERMS AND CONDITIONS FOR THE EXECUTION OF THE HIGHWAY WORKS)**

1. Approval of Design

- 1.1 The Highway Works shall be designed and executed by the Developer in accordance with the Specification and the detailed plans and drawings approved by the Engineer pursuant to Paragraph 1.2. Except as agreed in writing by the Engineer the Developer shall in the execution of the Highway Works comply or procure the compliance of the Contractor with all Codes of Practice issued or approved by the Secretary of State for Transport in connection with works in the highway under the New Roads and Street Works Act 1991
- 1.2 The Developer shall submit to the Engineer in writing for his approval detailed plans and drawings the proposed specification and a programme of works for the Highway Works. Such approval shall not be given if the detailed plans and drawings and the proposed specification do not pass the Stage Two Inspection and if given shall lapse if the Highway Works are not commenced within twelve months of the approval being given and if after the date of this Agreement the Department of Transport standard specification or technical design standards or advice used to inform the agreed Specification are amended the Engineer shall be at liberty to review the Highway Works and require any amendments he deems necessary to ensure that the Highway Works comply with such amended documents, save that in circumstances where detailed drawings have been approved in writing by the Engineer and the Highway Works commenced within three months of the date of such approval the Engineer shall not seek any amendments to the Highway Works
- 1.3 The Engineer shall approve or submit to the Developer his written comments in full upon those matters referred to in Paragraph 1.2
- 1.4 If the Engineer does not propose to give his approval in relation to any of those matters referred to in Paragraph 1.2 he shall in each case as soon as possible in writing inform the Developer. If the Engineer requires amendments or additions to the detailed plans drawings Specification and/or programme of works these shall be carried out by the Developer and a revised set of updated documents shall be re-submitted to the Engineer for his approval

2. Letting of Contract

- 2.1 The Developer shall ensure that any Highway Works Contract contains

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- 2.1.1 terms and conditions no less stringent than the terms and conditions in this Agreement including those of this Schedule and
- 2.1.2 an absolute prohibition against assignment to or subcontracting with any party other than a Contractor and only then after giving prior written notice of such assignment or subcontracting to the Engineer
- 2.2 The Developer shall ensure that the Contractor carrying out the Highway Works shall be insured for public liability risks in a sum of at least ten million pounds (£10,000,000.00) in respect of any single claim
- 3. Inspection of Works
- 3.1 The Developer shall provide the Engineer with not less than 72 hours notice (excluding weekends and bank holidays) of the actual commencement of the Highway Works
- 3.2 Subject to the provision of reasonable notice, unless in an emergency under which circumstances accommodation shall be immediate, the Developer shall during the progress of the Highway Works give or procure for the Engineer and any person or persons duly authorised by the Engineer such accommodation on the Application Site as he/they may reasonably require and give or procure for them free access to every part of the Highway Works and the site thereof and permit him or them to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper direction given by the Engineer to conform to the detailed plans drawings and Specification Provided that instructions shall not be given directly to the Contractor but to the Developer in writing
- 3.3 The Developer shall not cover up or put out of view any works without the approval of the Engineer and shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and shall give at least one working day's notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination
- 3.4 The Engineer shall without unreasonable delay unless he considers it unnecessary and advises the Developer accordingly attend when required by the Developer for the purpose of examining such works or of examining such foundations
- 4. Testing of Materials



## EXECUTION COPY

- 4.1 The Developer shall reimburse the County Council for all reasonable costs and expenses whatsoever arising from the operation of this Paragraph 4
- 4.2 The Engineer shall have power in his reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used in the Highway Works and to reject any materials plant or workmanship so tested which he may reasonably and properly find to be not in accordance with the detailed plans drawings and/or Specification
- 4.3 The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not in accordance with the detailed plans drawings and/or Specification with such as are so in accordance
- 4.4 Subject to the provision of reasonable notice, unless in an emergency under which circumstances accommodation shall be immediate, the Engineer shall for the purposes of this Paragraph 4 be allowed reasonable access and admission to the Highway Works or the places where materials or plant for the Highway Works may be stored or in the course of preparation manufacture or use
- 4.5 The Developer shall as soon as is reasonably practicable remove such materials plant and workmanship as are rejected by the Engineer pursuant to Paragraph 4.2 which are not capable of repair or remedy from the site of the Highway Works and if the Developer shall wish to continue to store such rejected irreparable materials plant and workmanship they shall be stored separately from those materials plant and workmanship which have not been so rejected or which the Developer shall wish in future to use in execution of the Highway Works
5. Opening of the Highway Works
  - 5.1 During the construction of the Highway Works and prior to the issue of the Certificate of Completion
    - 5.1.1 The Engineer may issue instructions to the Developer to open or expose any of the Highway Works which have been covered up without previously being inspected by the Engineer
    - 5.1.2 Should the Developer fail to comply with any such instructions the County Council may so take up or expose the relevant part of the works causing as little damage or inconvenience as is possible to or in respect of any other part or parts of the Highway Works the reasonable and proper cost of such taking up or exposure and reinstatement to be met by the Developer

## EXECUTION COPY

PROVIDED THAT if the Highway Works or any part or parts thereof are covered up by the Developer after giving the notice referred to in Paragraph 3 and the Engineer shall have failed to inspect in the period therein referred to and the Engineer shall subsequently require the Highway Works or any part of them to be uncovered for the purposes of inspection:-

- 5.1.2.1 If inspection reveals the relevant part or parts of the Highway Works to have been completed in accordance with the detailed plans drawings and Specification all costs in respect of such uncovering and inspection and of reinstating the part or parts of the Highway Works uncovered shall be borne by the County Council
  - 5.1.2.2 If inspection reveals the relevant part or parts of the Highway Works not to have been completed in accordance with the detailed plans drawings and Specification all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the Highway Works uncovered shall be borne by the Developer
6. Undertakers
- 6.1 In so far as the County Council is as Highway Authority required by any legislation, Direction or Code of Practice (including in particular but without prejudice to the generality of the foregoing the New Roads and Street Works Act 1991) to serve a notice or notices in respect of the Highway Works on Undertakers or other persons the Developer shall be responsible for complying with such requirement on behalf of the County Council and shall thereafter assume on behalf of the County Council such responsibilities as follow on therefrom
  - 6.2 During the construction of the Highway Works and prior to the issue of the Certificate of Completion the Developer shall also
    - 6.2.1 carry out or procure the carrying out of such works and activities in regard to the plant and equipment of Undertakers as are required by Undertakers in accordance with their statutory powers under the New Roads and Street Works Act 1991 as a result of the construction or intended construction of the Highway Works
    - 6.2.2 cause all highway drains gas and water mains electric cables and telecommunications ducts or other apparatus which are to be laid by the Developer under the Highway Works together with all necessary connections from them to the boundary of the Highway Works to be laid so far as is practicable under the Highway

Works before the foundation of the Highway Works are laid and shall also in so far as is practicable cause the connections from electric cables to any street lamp to be laid before the paving of the footways comprised in the Highway Works is carried out

6.2.3 cause all trench works within the highway to be backfilled and reinstated in accordance with the Specification for the Reinstatement of Openings in the Highway as determined from time to time under the New Roads and Street Works Act 1991

7. Protection of the Public

7.1 The Developer shall give at least two weeks notice in writing of the proposed commencement of the Highway Works to owners and occupiers of properties and premises in the vicinity of the Highway Works or who may in the opinion of the Engineer be affected by the carrying out of the Highway Works and shall provide updated information to such persons as appropriate

7.2 The Developer shall give due consideration to adjoining owners and occupiers at all times and shall organise his activities relating to the Highway Works in such a manner as to cause the least practicable disruption

7.3 Prominent notices shall be displayed and maintained around the perimeter of the Highway Works to warn the public of the dangers of entering the area

7.4 The Developer shall nominate a member of the site management team as the contact point for the Engineer in the event of an emergency and shall advise of a day time and twenty-four hour contact number for the Engineer for the same purpose

7.5 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise or dust and as far as practicable the Highway Works are to be carried out in such a way that noise and dust are kept to a minimum and at times which will minimise the effect on adjoining owners and occupiers. If in the reasonable opinion of the Engineer the Developer is not dealing adequately with the control of noise and/or dust the Developer shall carry out or procure the carrying out of such additional measures as the Engineer considers necessary at the Developer's expense

7.6 The Developer shall select plant and arrange noisy activities with sound attenuation as a primary consideration

7.7 The Developer shall arrange the regular removal of refuse likely to encourage vermin and arrange for suitable secure storage containers to be provided for collection

## EXECUTION COPY

- 7.8 The Developer shall keep a log book on site to record all complaints received from the public in respect of the Highway Works and the action taken in response. The log book shall be available for inspection by the Engineer
8. Prevention of Mud being Carried onto the Public Highway
- 8.1 Provision shall be made at the site of the Highway Works to limit in so far as is practicable the amount of mud dust and other materials carried on to adjacent public highways by vehicles and plant leaving such site
- 8.2 The Developer shall keep or procure the keeping of all roads footpaths rights of way and other means of passage leading to or from or crossing the site of the Highway Works free from mud slurry or other hazardous substances that is deposited through the construction operations. Any such substance so deposited on any such road footpath right of way or other means of passage shall be promptly removed by or at the direction of the Developer
- 8.3 The Engineer may close any associated crossings entrances and exits if such substances deposited are not promptly removed by the Developer and any losses or expenses incurred as a result shall be borne by the Developer. On removal of such substances the Engineer shall reopen such crossings entrances and exits and the Developer shall bear the costs incurred
9. Traffic Control
- 9.1 During the periods when the Highway Works are being executed the Developer shall institute at its own expense measures previously approved by the Engineer to maintain the flow of traffic on the highways in the vicinity of the site of the Highway Works
10. Timing
- 10.1 No construction works within or affecting existing public highways or temporary diversions which are likely to interfere with the traffic flow will be permitted within the morning and evening peak periods i.e. 7.30 - 9.30 a.m. and 4.30 - 6.30 p.m. Monday to Friday except as agreed in writing by the Engineer
11. Safety
- 11.1 During the periods when the Highway Works are being executed the Developer shall provide and maintain all lights guards fencing and warning signs when and where necessary and undertake such further measures as may be reasonably required by the Engineer

## EXECUTION COPY

### 12. Documentation

12.1 Before requesting the issue of the Certificate of Completion the Developer shall unless otherwise agreed in writing provide to the Engineer

12.1.1 a plan showing edged red the land dedicated as public highway pursuant to this Agreement

12.1.2 three complete sets of as-built drawings on C D Rom for the whole of the Highway Works showing (inter alia) Undertakers' plant and equipment such drawings to be to such scale or scales as the Engineer may reasonably require for the purpose of subsequent maintenance and further works

12.1.3 the structural maintenance manual to include soil reports records of materials tested and revised forms TA1 and design certificates

12.1.4 traffic signal information

12.1.5 street lighting information

12.1.6 records of earthworks including source and description of fill material description of sub grades in cut areas and test results

12.2 The Developer is responsible for appointing a CDM Co-ordinator in respect of the Highway Works as required by the Construction (Design and Management) Regulations 2007 and before requesting the issue of the Maintenance Certificate the Developer shall provide to the Engineer a correctly maintained Health and Safety File conforming in all respects with the Construction (Design and Management) Regulations 2007

### 13. Site Clearance

13.1 On completion of the Highway Works the Developer shall clear away and remove from the site of the Highway Works all constructional plant and temporary works of every kind and leave the site of the Highway Works in a workmanlike condition to the satisfaction of the Engineer

**THIRD SCHEDULE**  
**(THE APPLICATION SITE LIAISON COMMITTEE)**

1. The object of the Application Site Liaison Committee is to give local residents and interested parties an opportunity to discuss any matters arising from Application Site operations.
2. The aims of the Application Site Liaison Committee are to:
  - a. maintain liaison and rapport between the Developer, Essex County Council, Braintree District Council, the Environment Agency and the local parishes (being comprised of Rivenhall, Silver End, Bradwell, Coggeshall, Kelvedon and Feering);
  - b. develop lines of communication between the Developer, Essex County Council, Braintree District Council, the Environment Agency and the local parishes in order that issues and items of concern can be resolved directly;
  - c. provide a forum for discussions and, where possible, a resolution of problems not achieved by paragraph 2(b) above;
  - d. provide a means of communicating with senior management within the Developer's organisation and/or formally to the local planning authority;
  - e. provide a means of communicating progress on the Application Site through Application Site visits and discussion of local planning authority monitoring reports;
  - f. Provide a forum to discuss compliance with planning control;
  - g. provide a forum to inform of any proposed amendment or variations to the approved scheme; and
  - h. provide a forum to discuss particular aspects of the operation and where appropriate invite specialist comment for discussion at later progress meetings.

EXECUTION COPY

3. The Application Site Liaison Committee shall operate so that:
  - a. only matters relating directly to the Application Site shall be discussed;
  - b. minutes shall be kept by the Secretary (to be appointed by and at the cost of the Developer) and subsequently approved by the committee. The Minutes and Agenda are to be circulated at least one (1) week before the next meeting; and
  - c. the Application Site Liaison Committee shall not take executive decision or vote on any items.

**FOURTH SCHEDULE**  
**(THE MANAGEMENT PLAN)**

The Management Plan's focus shall be to ensure all existing and proposed vegetation is managed to mitigate the visual impact of the Development and to improve and enhance ecological value. The Management Plan shall:

- 1) cover a period of twenty (20) years from the commencement of the Beneficial Use of the Waste Management Facility
- 2) require an annual monitoring report for the Application Site to be submitted each August, to include
  - i) basic habitat survey
  - ii) survey of protected species
  - iii) assessment of the effectiveness of tree and shrub planting as a visual screen for the Development
  - iv) where necessary actions for the following year to improve and enhance the ecology and bio-diversity of the Application Site
  - v) where necessary actions to improve and enhance the effectiveness of the screening provided by woodland and shrubs, including additional planting
- 3) provide for the maintenance of all existing and proposed vegetation areas as follows:
  - i) Existing vegetation as indicated on Figure 8-6 attached
  - ii) Vegetation planted as part of the Development including broadleaved woodland and grassland and shrub as indicated on Figure 8-6 attached and supplemented by plan 19-2B a copy of which is also annexed to this Agreement
  - iii) Vegetation planted as part of the green/brown roof of the Waste Management Facility



## EXECUTION COPY

- 4) Any tree or shrub forming part of a planting scheme approved in connection with the Development or any existing planting within the Application Site that dies, is damaged, diseased or removed within twenty (20) years of Beneficial Use of the facility shall be replaced in the next available planting season (October to March inclusive) after the time of its demise with an equivalent species of tree or shrub
- 5) The management of broadleaved woodland areas
- 6) The woodland edges (a depth of no more than 5m) to be coppiced such that one fifth of the plants within this area are coppiced every five (5) years
- 7) The grassland areas to be seasonally mowed and arisings removed to prevent grass losing bi-diversity value. Scrub to be removed as necessary.
- 8) The Management Plan shall, so far as the green/brown roof is concerned make provision for:-
  - i) Weekly checks by on Application Site staff
  - ii) A minimum of two (2) visits per year by a specialist advisor
  - iii) provision for irrigation if necessary
  - iv) removal of unwanted plant material
  - v) replacement of any failed plants exceeding 5% of total plants installed
  - vi) application of nutrients if necessary
  - vii) removal of dead flower heads (if required)
  - viii) checks on outlets and drainage
  - ix) replenishment of any areas of settled substrate.

**FIFTH SCHEDULE**  
**(THE MONITORING STUDY)**

1. The Monitoring Study shall investigate the operation of the section of the access road located between Church Road and Ash Lane that is to be widened prior to Commencement of Beneficial Use of the Waste Management Facility pursuant to Clause 3.10.6.
  
2. Each of the two studies that comprise the Monitoring Study will require a loop to be placed across the access road and Church Road and Ash Lane for a typical month in order to determine the periods of peak traffic movements.
  
3. The operation of the access road at the crossing points of Church Road and Ash Lane shall then be assessed by an independent traffic surveyor during the peak traffic hours of 3 typical weekdays and one Saturday morning (and these peak periods will be validated by a traffic loop across the access road which shall remain in place for the period of the assessment).
  
4. Following completion of the traffic data collection and on site observations a report shall be prepared by the traffic surveyor(s) and submitted to the Developer and the Engineer for consideration.

**SIXTH SCHEDULE**  
**(TRAFFIC ROUTEING MANAGEMENT SCHEME)**

The Traffic Routeing Management Scheme shall set out measures to ensure prior to Implementation that:

- (1) all heavy goods vehicles (i.e. greater than 3.5 tonnes gross vehicle weight) access and egress the Application Site from the A120
  
- (2) all heavy goods vehicles travel to and away from the Application Site utilising only those routes identified in bold red on Plan 2 annexed to this agreement. For the avoidance of doubt, these measures will not apply to heavy goods vehicles making waste collections on behalf of Waste Collection Authorities from properties on the roads not marked in bold red shown on Plan 2.
  
- (3) leaflets are given to all drivers when they first visit the Application Site setting out the requirements of (1) and (2) and the disciplinary action that will be taken if they fail to comply
  
- (4) notices are displayed at prominent locations on the Application Site advising drivers of the requirements of the provisions (1) and (2) above and that disciplinary action will be taken if they fail to comply
  
- (5) When entering into any contract in connection with the construction operation or use of the Waste Management Facility the Developer shall where relevant to such contract include such obligations as necessary to ensure (a) that the contracting party shall require the heavy goods vehicle drivers that they use to service the Application Site to comply with the requirements of Paragraphs (1) and (2) above and (b) that the contracting party takes disciplinary action for failure to comply with such provisions

For the avoidance of doubt the disciplinary action referred to at Paragraphs (3), (4) and (5) of this Sixth Schedule will ultimately result in drivers being banned from the Application Site

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**SEVENTH SCHEDULE**  
**(THE CONVEYANCE DATED 9 MARCH 1963 IN FAVOUR OF THE TRUST)**

EXECUTION COPY

PRESENTED  
8 APR 1963  
No. 12216



# This Conveyance

is made the *ninth*  
day of *March* One

thousand nine hundred and sixty three BETWEEN EVA ELIZABETH JENNINGS of Wearne House Huish Episcopi in the County of Somerset Widow (hereinafter called "the Settlor") of the one part and DIANA ELIZABETH GREVILLE KEEN of West Lodge Chatham Dockyard in the County of Kent the wife of the Reverend Donald Alexander Robert Keen B.N. JOHN FREDERICK JAMES HAYNE of [redacted] ETHELINDA KATHARINE PARKER of [redacted] Spston House Broadhempston Totnes in the County of Devon Spinster and [redacted] HAM BASELEY HALES of [redacted] in the

[redacted] Solicitor (hereinafter called "the Trustees") of the other part WHEREAS the Settlor is seised of the property hereinafter described for an estate in fee simple in possession subject only to the Mortgage more particularly described in the First Schedule hereto but otherwise free from incumbrances and is desirous of conveying the same to the Trustees subject as aforesaid upon the Trusts hereinafter declared NOW THIS DEED WITNESSETH as follows -

1. The Settlor as Settlor hereby conveys unto the Trustees ALL THOSE farms lands houses cottages buildings plantations and other properties at Bradwell-Juxta-Coggeshall in the County of Essex containing in all 560.918 acres or thereabouts As the same are more particularly described in the Second Schedule hereto and are for the purpose of identification only shown on the plan hereto annexed and coloured or edged as in the said Second Schedule mentioned TO HOLD the same unto the Trustees in fee simple Subject to the said Mortgage and to the principal sum and interest thereby secured Upon Trust to sell the same at such times and in such manner as the Trustees in their absolute discretion may think fit.
2. The Trustees shall hold the rents profits and other income from the said property until sale and the proceeds of sale or the income therefrom upon the trusts that shall be declared concerning the same in a deed of even date with this deed and made between the same parties in the same order as this deed.
3. During the life of the Settlor no sale of the said property hereby conveyed shall be effected by the Trustees without the consent of the Settlor.

IN WITNESS whereof the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

THE FIRST SCHEDULE above referred to

Date	Description	Parties
5th March 1963	MORTGAGE securing £13,000 and interest.	1. The Settlor 2. Barclays Bank Limited

THE SECOND SCHEDULE above referred to

BRADWELL HALL FARM

Shown edged blue on plan

Parish	O.S. Number	Acreeage
Pattiswick	198	4.613
	199	3.925
	220	2.237
	221	7.834
	222	4.114

Parish	O.S. Number	Acres
	223	7.002
	224	7.969
	225	1.098
	226	.954
	227	5.022
	229	2.086
Bradwell	Pt. 23 No. 3/4 Fosters Cott.	.074
	Pt. 24 Nos. 1-3 Cott. opposite Fosters Cott.	.220
	63	11.780
	Pt. 64	6.598
	106	3.860
	107	12.631
	107a	.105
	110	12.503
	111	9.421
	112	5.414
	Pt. 113	9.555
	114	15.740
	115	6.719
	114	11.715
	Pt. 149	.440
	159	11.781
	160	13.013
	Pt. 162	11.018
	Pt. 165	5.834
	166	21.710
	Pt. 170	.033
	Pt. 190	21.553
	190a	.125
	Pt. 191	5.358
	192	10.451
	194	11.326
	Pt. 196	.960
	197	6.215
	211	4.220
	Pt. 216	5.170
	Pt. 216	1.655
	220	.290
	Pt. 222	2.384
	223	2.731
	Pt. 225	2.246
	Pt. 227	.203
	230	10.141
	231	1.125
	Pt. 232	5.908
	<b>Total</b>	<b>309.079</b> Acres

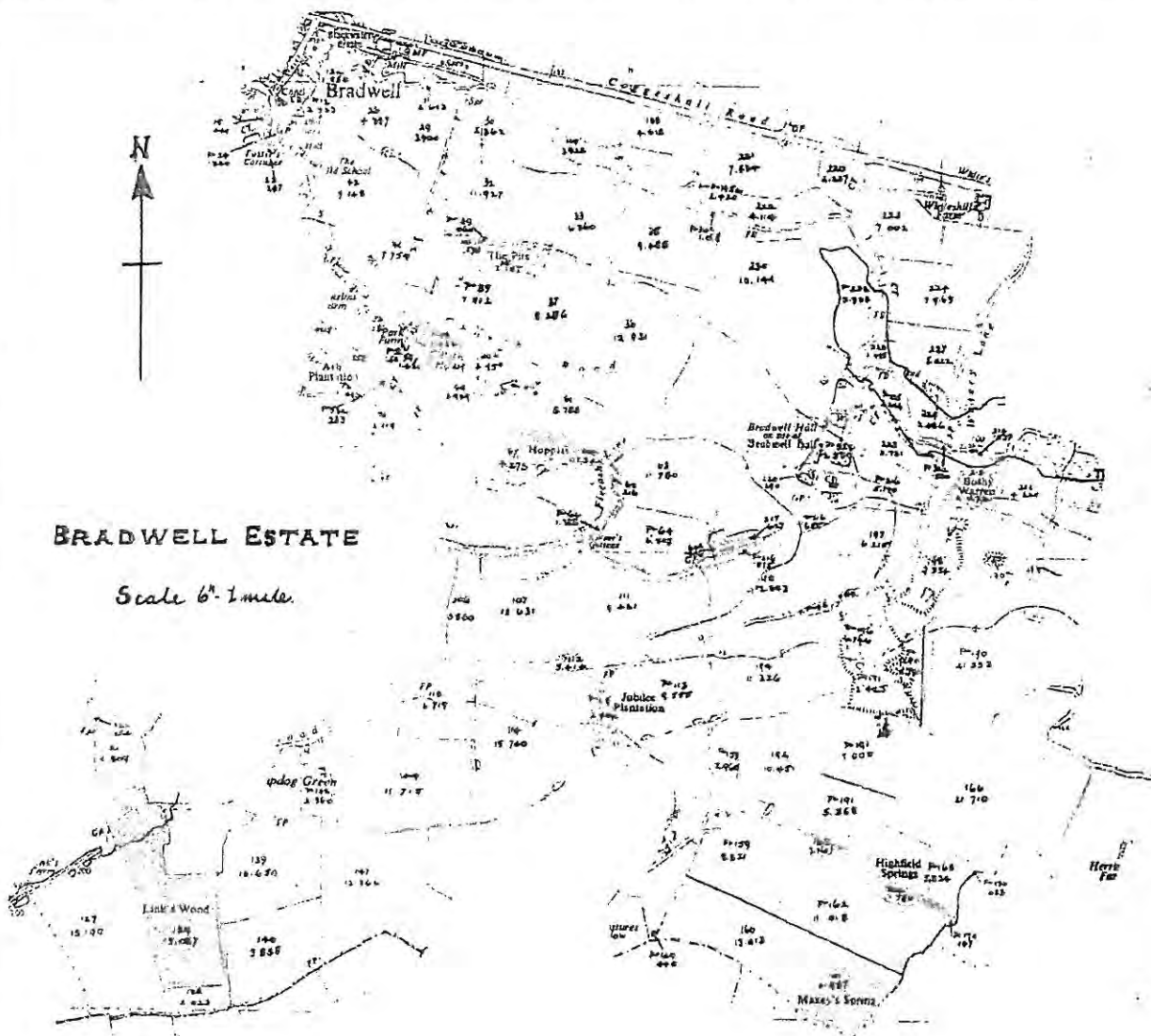


PARK FARM		
Shown edged yellow on plan		
Bradwell	Pt. 23 Nos. 5/6 & 7 Fosters Cott.	.148
	26	4.387
	29	3.900
	30	5.352
	32	11.927



# BRADWELL ESTATE

Scale 6" = 1 mile.



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Strutt & Parker, Loftis & Viner.



7.002  
 7.969  
 1.098  
 .954  
 5.022  
 2.086  
 .074



<u>Parish</u>	<u>O.S. Number</u>	<u>Acreage</u>
		6.360
		1.761
		9.485
		12.431
		8.286
		7.912
		7.754
		9.148
		1.786
		.538
		.650
		1.629
		8.785
		2.119
		2.093
	Total	106.451 Acres

WOODLANDS

Shown coloured green or mauve on plan

<u>Parish</u>	<u>O.S. Number</u>	<u>Description</u>	<u>Acreage</u>
Bradwell			2.603
			1.550
			2.187
			.120
			.060
			.538
			.283
			.406
			.216
			1.322
			4.275
			1.558
			2.404
			13.087
			4.987
			2.167
			1.730
			.147
			2.272
			.539
			.627
	Total		43.078 acres

PART GOSLINGS FARM

Shown edged green on plan

<u>Parish</u>	<u>O.S. Number</u>	<u>Acreage</u>
Bradwell		15.199 ✓
		2.023
		10.652
		8.888
		13.366
		2.360
	Total	52.488 acres

5.908  
 309.079 Acres

.148  
 4.387  
 3.900  
 5.352  
 11.927

HOUSES AND COTTAGES

Shown coloured red on plan

O.S. Number	Description	Hereditament	Apportioned	Gross	Net
15	[REDACTED]		.444	.444	.444
23			.038		
			.037		
			.074		
			.074		
Pt. 24			.074	.297	.075
			.076		
			.072		
Pt. 58			.072	.220	
Pt. 64			1.632		1.632
		1.388		1.388	
			Total	3.539	

SIGNED  
by the  
JENNING

MEMORANDUM  
made bet  
Anne Deal  
Marriane  
Juxta-Cog  
numbered  
C and J 1  
Conveyance

MEMORANDUM

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MISCELLANEOUS LAND

Edged or coloured brown on plan

Parish	O.S. Number	Description	Acreage
Pattiswick	[REDACTED]		2.420
Bradwell			2.523
			.391
			1.088
			.580
			.240
			3.929
			2.940
			.110
			1.750
			8.850
			6.746
		9.354	
		.164	
		.575	
		.020	
Total			41.680 Acres

SMALLHOLDING

Shown edged orange on plan

Parish	O.S. Number	Acreage
Bradwell	[REDACTED]	4.309
	[REDACTED]	.294
Total		4.603 Acres

[REDACTED] is hired by the Estate and sub-let to the  
smallholding tenant.

SUMMARY

[REDACTED]	309.079
[REDACTED]	106.451
[REDACTED]	43.078
[REDACTED]	52.488
[REDACTED]	3.539
[REDACTED]	41.680
[REDACTED]	4.603
Total	560.918 Acres

X S S J

X D E K  
X J H  
X S P  
X H R A

X  
X  
X  
X

d Gross Net

SIGNED SEALED AND DELIVERED  
by the said EVA ELIZABETH

[REDACTED]

[REDACTED]

SIGNED SEALED AND DELIVERED  
by the said DIANA ELIZABETH  
GREVILLE KEEN in the  
presence of -

[REDACTED]

[REDACTED]

[REDACTED]

SIGNED SEALED AND DELIVERED  
by the said JOHN FREDERICK  
JAMES HAYNE in the presence

[REDACTED]

[REDACTED]

Secretary

SIGNED SEALED AND DELIVERED  
by the said ETHELINDA  
KATHARINE PARKER in the  
presence of

[REDACTED]

[REDACTED]

SIGNED SEALED AND DELIVERED  
by the said MARKHAM BASELEY  
HALES in the presence of -

[REDACTED]

[REDACTED]

tioned Gross Net	
444	.444 .444
038	
037	
074	
074	
074	.297 .075
076	
072	
072	.220
632	1.632
388	1.388
Total	3.539

Acreage	
2.420	
2.523	
.391	
1.088	
.580	
.240	
3.929	
2.940	
.110	
1.750	
8.850	
6.746	
9.354	
.164	
.575	
.020	
<hr/>	
41.680	Acres

Acreage	
4.309	
.294	
<hr/>	
4.603	Acres

-let to the

MEMORANDUM that by a Conveyance dated the 5th day of October 1993 and made between Caroline Rachel Boyle Humphrey Bill Walrond and Robina Anne Deakin of the one part and John Christopher Reddington and Judith Marriane Reddington of the other part Park Farmhouse Church Road Bradwell Juxta-Coggeshall Essex forming enclosure number 8243 and parts of enclosures numbered 8548 8337 and 8642 on the OS map was conveyed to the said J C and J M Reddington for an estate in fee simple and a copy of the said Conveyance has been placed with the Deeds of the within described property

MEMORANDUM that by a Rule 72 Transfer dated 25th August 1995 and made between Caroline Rachel Boyle, Humphrey Bill Walrond and Robina Anne Deakin of the one part and Bernard Alan Weldon and [redacted] of the other part [redacted] On the O.S. Map was transferred to the said B.A. and P.J. Weldon and a copy of the said Transfer has been placed with the deeds of the within described property.

MEMORANDUM that by a Conveyance dated the 17th day of October 1990 and made between Diana Elizabeth Greville Keen Caroline Rachel Boyle Humphrey Bill Walrond and Robina Anne Deakin of the one part and Bernard Allan Weldon and Pamela June Weldon of the other part part of a paddock and part of ash plantation containing an estimated area of .30 acres being parts of enclosures numbered 7847 and 7460 was conveyed to the said B A and P A Weldon for an estate in fee simple and a copy of the Conveyance has been placed with the Deeds of the within described property

MEMORANDUM that by a Rule 72 Transfer dated the 5th day of August 1991 and made between Diana Elizabeth Greville Keen Caroline Rachel Boyle Humphrey Bill Walrond and Robina Anne Deakin of the one part and Simon Timothy Thearle of the other part Tippets Wade Bradwell-Juxta-Coggeshall was conveyed to the said S T Thearle for an estate in fee simple and a copy of the said Transfer has been placed with the Deeds of the within described property

DATED 15th Nov 1995

# Conveyance

Property at Bradwell-Juxta-Coggeshall in the County of Essex

MRS E. E. JENNINGS

MRS KEEN AND OTHERS

PARRIDGE AND WILSON,

BOHY ST EDMUNDS.

MEMORANDUM: By a Conveyance dated the 5th day of June one thousand nine hundred and seventy two Barclays Bank Limited and the within named Diana Elizabeth Greville Keen John Frederick James Hayne Ethelinda Katharine Parker Markham Baseley Hales with the consent of the within named Eva Elizabeth Jennings conveyed to the County Council of Essex all those strips of land containing a total area of 1.326 acres or thereabouts abutting upon and having frontages to Church Road and Fiveash Lane in the Parish of Bradwell in the County of Essex and forming part of the property within described and the right of the County Council of Essex to production of the within written Conveyance was therein acknowledged.

MEMORANDUM: By a Conveyance dated the 29th day of October 1976 and made between the within named Diana Elizabeth Greville Keen John Frederick James Hayne Ethelinda Katharine Parker Markham Baseley Hales of the first part Eva Elizabeth Jennings of the second part and Oldrose Limited of the third part All that piece or parcel of land situate at The Street Bradwell forming part of OS Number 15 was conveyed to the said Oldrose Limited in fee simple and their right to production of the within written deed and to copies thereof was acknowledged and an undertaking for safe custody was given

MEMORANDUM: By a Conveyance dated the 15th day of October 1982 and made between the within named Diana Elizabeth Greville Keen John Frederick James Hayne Markham Baseley Hales and Caroline Rachel Boyle of the first part Christopher William Cooper and Rosemary Carol Dawn Cooper of the second part and Eva Elizabeth Jennings of the third part All that piece or parcel of land adjoining Goslings Farm Cottages formerly forming part of OS Number 159 was conveyed to the said Christopher William Cooper and Rosemary Carol Dawn Cooper in fee simple and their right to production of the within written Deed and to copies thereof was acknowledged and an undertaking for safe custody was given

MEMORANDUM that by a Conveyance date the 15th day of November 1988 and made between Diana Elizabeth Greville Keen Caroline Rachel Boyle Humphrey Bill Walrond and Robina Anne Deakin of the one part and Bernard Allan Weldon and Pamela June Weldon of the other part part of Ash Plantation Bradwell being part of enclosure number 7640 (formerly 71) was conveyed to the said B.A. and P.A. Weldon for an estate in fee simple and a copy of the Conveyance has been placed with the deeds of the within described property

**EIGHTH SCHEDULE**  
**(COMMUNITY TRUST FUND)**

1. The Developer shall set up the Community Trust and shall use reasonable endeavours to ensure that the Community Trust is operational within three (3) months of Beneficial Use of the Waste Management Facility pursuant to Clause 3.10.2 of this Agreement
  
2. The persons eligible to be appointed as the Trustees shall be representatives from the Developer, the County Council, Braintree District Council and any of the local parish councils of Kelvedon, Feering, Rivenhall, Silver End, Coggeshall and Bradwell
  
3. The County Council shall have the right to oversee and make representations upon the appointment of the Trustees
  
4. The Developer shall be liable to pay to the Community Trust on at least a quarterly basis (the mechanics of payment to be agreed with the Community Trust Administrator) £0.05 (5 pence) per tonne of Waste imported to the Application Site from the date of commencement of Beneficial Use of the Waste Management Facility to the date operations cease and this together with any interest that accrues thereon and any other additions shall be herein referred to as the Community Trust Fund
  
5. The Community Trust Fund shall only be used to fund local community projects including without limitation any projects in respect of enhancement of the local environment ecology and/or education at the discretion of the Trustees.

**NINTH SCHEDULE**  
**(INDEX WEIGHTING)**

<u>DESCRIPTION</u>	<u>COEFFICIENT</u>
Labour	0.300
Plant	0.290
Aggregates	0.050
Bricks and clay	0.001
Cement	0.030
Cast iron	0.003
Coated roadstone	0.220
Fuel derv	0.080
Gas oil	0.020
Timber	0.001
Reinforced steel	0.001
Metal sections	0.002
Structural steel	0.001
Erect steel	<u>0.001</u>
	1.000

**TENTH SCHEDULE**  
**(WORKS LICENCE APPLICATION)**

1. Date:-
2. Date Agreement Signed:-
3. Planning Application Number:-
4. Parties to Agreement:-
  
5. Description of Location and Land:-
  
6. Description of Works:-
  
7. All consents diversion orders and agreements (as listed overleaf) necessary to enable the Works to be carried out have been obtained and has approved the detailed plans drawings and specification on behalf of the Council
  
8. Owners and occupiers of properties and premises in the vicinity of the Highway Works or who may in the opinion of the Engineer be affected by the carrying out of the Highway Works were notified in writing of the Highway Works on . Copy of notification attached.
  
- 9 The Works are programmed to be started on the
  
10. The deposits fees and/or bonds referred to in clause of the agreement in the sum(s) of £ were sent to the Councils Finance Officer on
  
11. The identity of the CDM Co-ordinator for the purposes of the Construction (Design and Management) Regulations 2007 is *(insert details here)* and a copy of the Health and Safety Plan as required by the aforementioned regulations was sent to the Engineer on *(insert date here)*.



EXECUTION COPY

12. Upon being satisfied that the above information is correct the Council is requested to issue a Works Licence

Signature of  
Developer's Representative

**ELEVENTH SCHEDULE**  
**(WORKS LICENCE)**

1. Date:-
2. Date Agreement Signed:-
3. Planning Application Number:-
4. Parties to Agreement:-
  
5. Description of Location and Land:-
  
6. Description of Works:-
  
7. It is confirmed that
  - 7.1 The detailed plans drawings and specification have been approved on behalf of the County Council and have passed the Stage Two Inspection
  - 7.2 The deposits fees and/or bonds referred to in clause        of the agreement in the sum(s) of £                have been sent to the Councils Finance Officer
  
8. The Developer its agents consultants contractors and advisors shall be permitted from the ..... day of ..... 20     to enter on to or over or under land that is public highway for the purposes of complying with the terms of an Agreement entered into by the County Council with the Developer on ..... under Section 106 of the Town and Country Planning Act 1990 (as amended) and in particular in order to construct maintain and make good the Works (including all necessary services and ancillary works) and the Council shall commence inspection on that date

EXECUTION COPY

Signature of  
Council's Representative

EXECUTION COPY

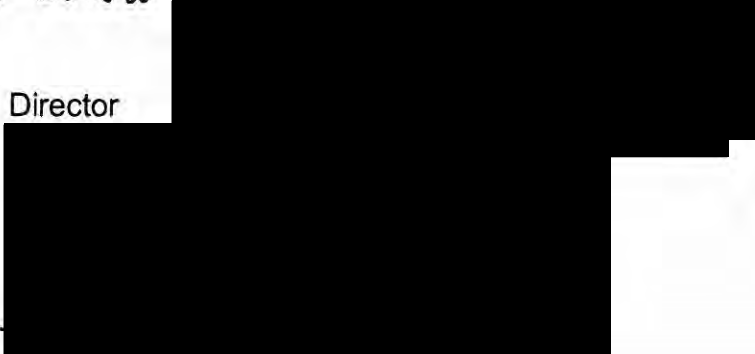
IN WITNESS whereof this Agreement has been executed as a Deed and delivered by each of the parties hereto the day and year first above written

Signed as a DEED by  
~~THE COMMON SEAL of~~



GENT FAIRHEAD & CO  
LIMITED )  
~~was hereunto affixed in the~~ )  
~~presence of:- acting by~~ )  
LESLAY JORDAN and  
RICHARD LONG

Director



THE COMMON SEAL of ESSEX )  
COUNTY COUNCIL was hereunto)  
affixed in the presence of:- )

Attesting Officer



EXECUTION COPY

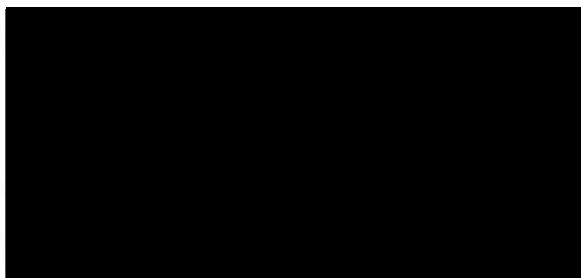
IN WITNESS whereof this Agreement has been executed as a Deed and delivered by each of the parties hereto the day and year first above written

THE COMMON SEAL of )  
GENT FAIRHEAD & CO )  
LIMITED )  
was hereunto affixed in the )  
presence of:- )

Director

Secretary

THE COMMON SEAL of ESSEX )  
COUNTY COUNCIL was hereunto )  
affixed in the presence of:- )



EXECUTION COPY

THE COMMON SEAL of )  
BARCLAYS BANK PLC )  
was hereunto affixed in the )  
presence of:- )

Director

Secretary

THE COMMON SEAL of )  
GENT FAIRHEAD )  
AGGREGATES LIMITED )  
was hereunto affixed in the )  
presence of:- )

Director

Secretary

EXECUTION COPY

THE COMMON SEAL of  
BARCLAYS BANK PLC  
was hereunto affixed in the  
presence of:-

)  
)  
) ~~Signed to be used~~  
) By Peter Wade  
) as Attorney for and  
) in behalf of  
) Barclays Bank PLC  
)  
) in the presence of  
) ~~Paul Richard Whyman~~  
)  
) Name



DATE

Director

Secretary

THE COMMON SEAL of  
GENT FAIRHEAD  
AGGREGATES LIMITED  
was hereunto affixed in the  
presence of:-

)  
)  
)  
)  
)  
)

Director

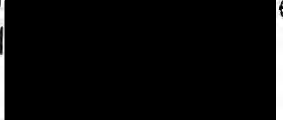
Secretary





By this POWER OF ATTORNEY made by deed on 17<sup>th</sup> April 2009, 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") APPOINT[S]:

PETER WADE  
MANAGER  
SPECIALIST SUPPORT TEAM  
Barclays UK Banking Service Centre  
Camden House East  
Summer Row  
Birmingham  
B1 3PF

I certify that this is a true and complete copy of the original   
BARCLAYS BANK PLC  
Name JULIA PERRY  
Job Title BANK CLERK  
Date 28 JULY 2009

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.


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

This Power of Attorney 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



  
Assistant Secretary  
Authorised Sealing Officer



EXECUTION COPY

THE COMMON SEAL of )  
BARCLAYS BANK PLC )  
was hereunto affixed in the )  
presence of:- )

Director

Secretary



Signed as a DEED by )  
~~THE COMMON SEAL of~~ )  
GENT FAIRHEAD )  
AGGREGATES LIMITED )  
~~was hereunto affixed in the~~ )  
~~presence of:-~~ acting by )  
ROBERT FAIRHEAD and  
RICHARD LONG

Director





EXECUTION COPY

THE COMMON SEAL of )  
CEMEX UK OPERATIONS )  
LIMITED )  
was hereunto affixed in the )  
presence of:- )



authorised  
Director  
Signatory [Redacted]  
JASON A SMALLEY

assistant  
Director/Secretary [Redacted]  
SARAH M MURRAY

SIGNED as a DEED by the }  
said CAROLINE RACHEL }  
BOYLE }

in the presence of:

Witness's signature

Name

Address

Occupation



EXECUTION COPY

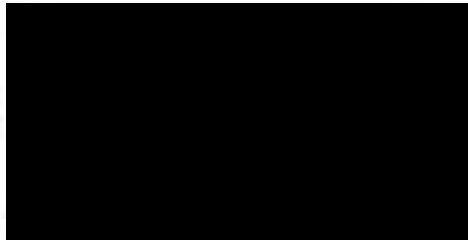
THE COMMON SEAL of )  
CEMEX UK OPERATIONS )  
LIMITED )  
was hereunto affixed in the )  
presence of:- )

Director

Director/Secretary

SIGNED as a DEED by the  
said CAROLINE RACHEL  
BOYLE

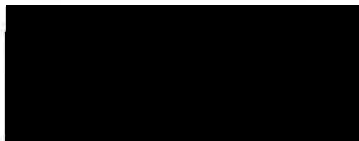
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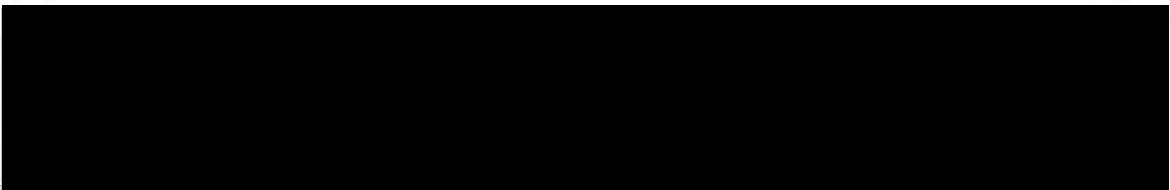
in the presence of:

Witness's signature



Name F.M. ROSE

Address



Occupation COMPANY SECRETARY.





EXECUTION COPY

THE COMMON SEAL of )  
CEMEX UK OPERATIONS )  
LIMITED )  
was hereunto affixed in the )  
presence of:- )

Director

Director/Secretary

SIGNED as a DEED by the  
said CAROLINE RACHEL  
BOYLE

}

in the presence of:

Witness's signature

Name

Address

Occupation

EXECUTION COPY

SIGNED as a DEED by the  
said HUMPHREY BILL  
WALROND

}

in the presence of:

Witness's signature

Name

Address

Occupation

SIGNED as a DEED by the  
said PAUL JONATHAN  
FOSH

}

in the presence of:

Witness's signature

Name

Address

Occupation

EXECUTION COPY

SIGNED as a DEED by the  
said HUMPHREY BILL  
WALROND



in the presence of



Witness's signature

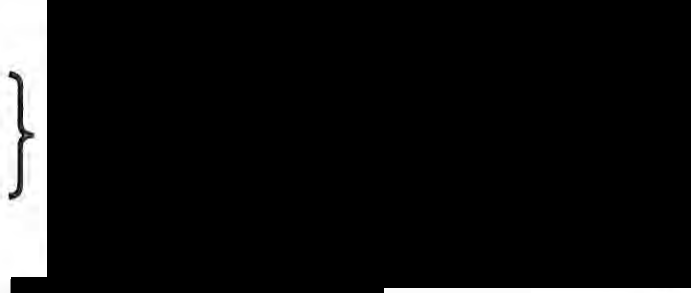
Name *M. L. Parney*

Address



Occupation *Seer.*

SIGNED as a DEED by the  
said PAUL JONATHAN  
FOSH



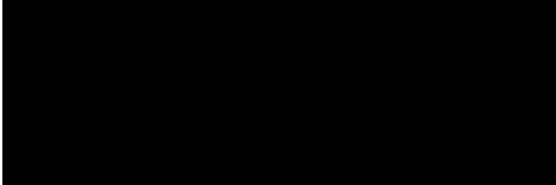
in the presence of:

Witness's signature



Name *ALANSON STOICES*

Address

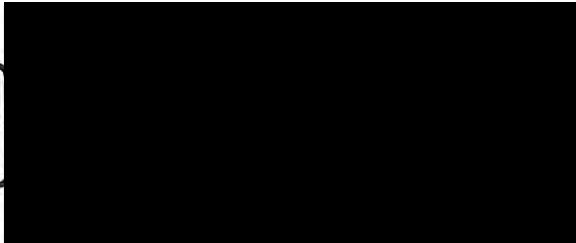


Occupation *SECRETARY*



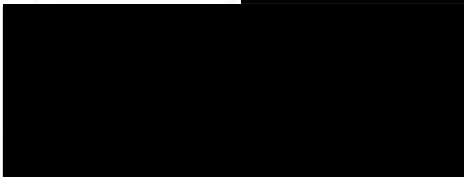
EXECUTION COPY

SIGNED as a DEED by the  
said PAUL GEORGE  
DEAKIN



X

in the presence of:

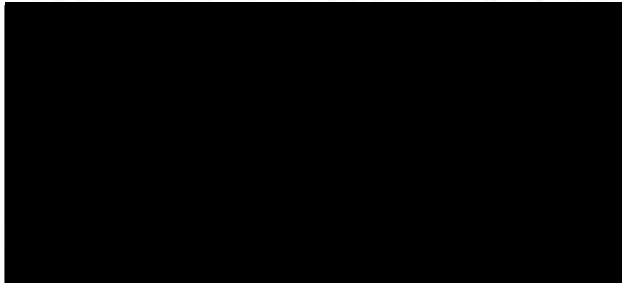


Witness's signature

Name

ERAHAN DOUGLAS GATE

Address



Occupation

DIRECTOR



EXECUTION COPY

SIGNED as a DEED by the  
said PAUL GEORGE  
DEAKIN

}

in the presence of:

Witness's signature

Name

Address

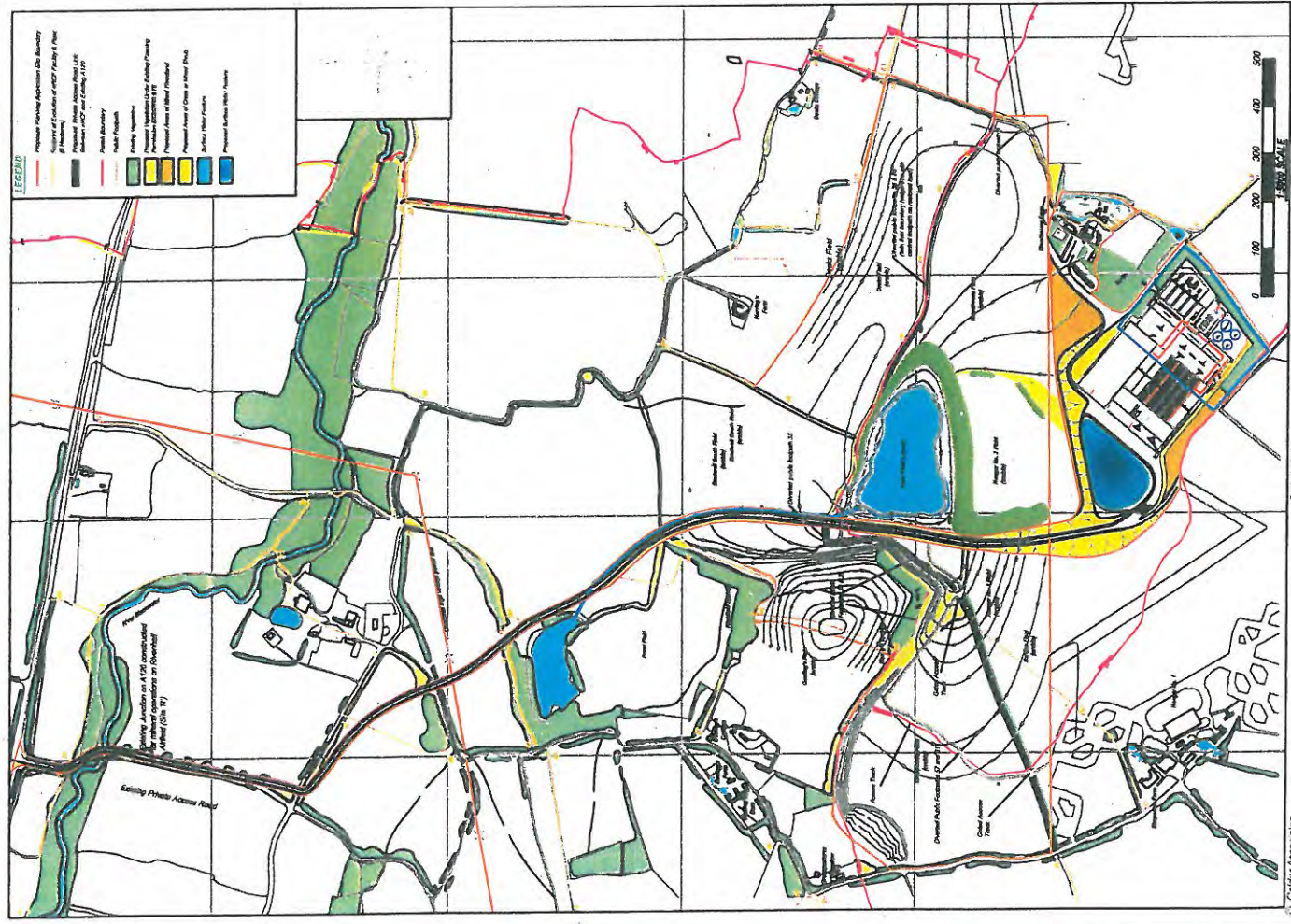
Occupation



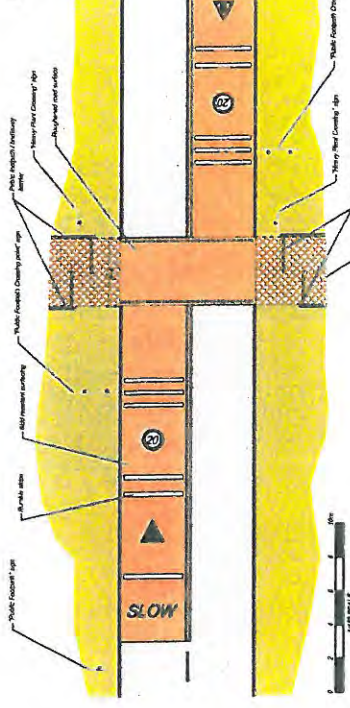




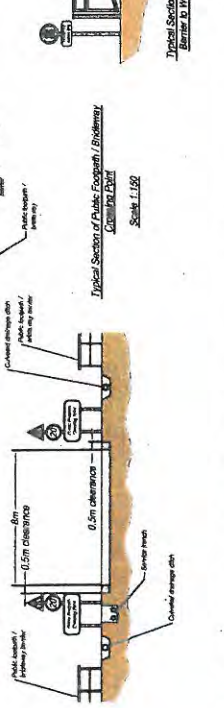
<b>ESSEX COUNTY COUNCIL</b>	
Ordered to be Sealed	21st October 2009 + 24th October April 2009
Number in Seal Book	26572



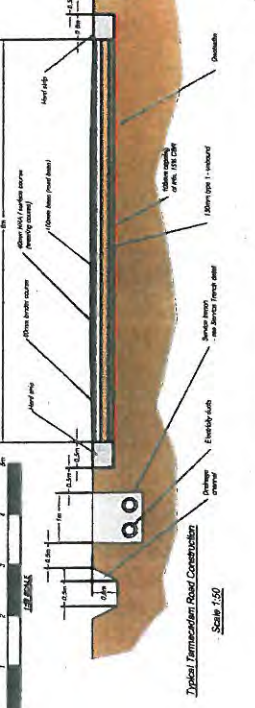
Typical Plan of Public Footpath / Highway  
Crossing Point  
Scale 1:100



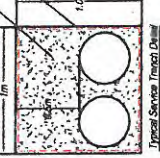
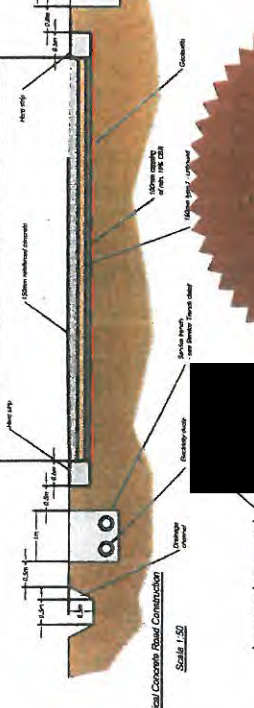
Typical Section of Proposed Mainline Access  
Barriers & Trusswork at Interchange Area  
Scale 1:100

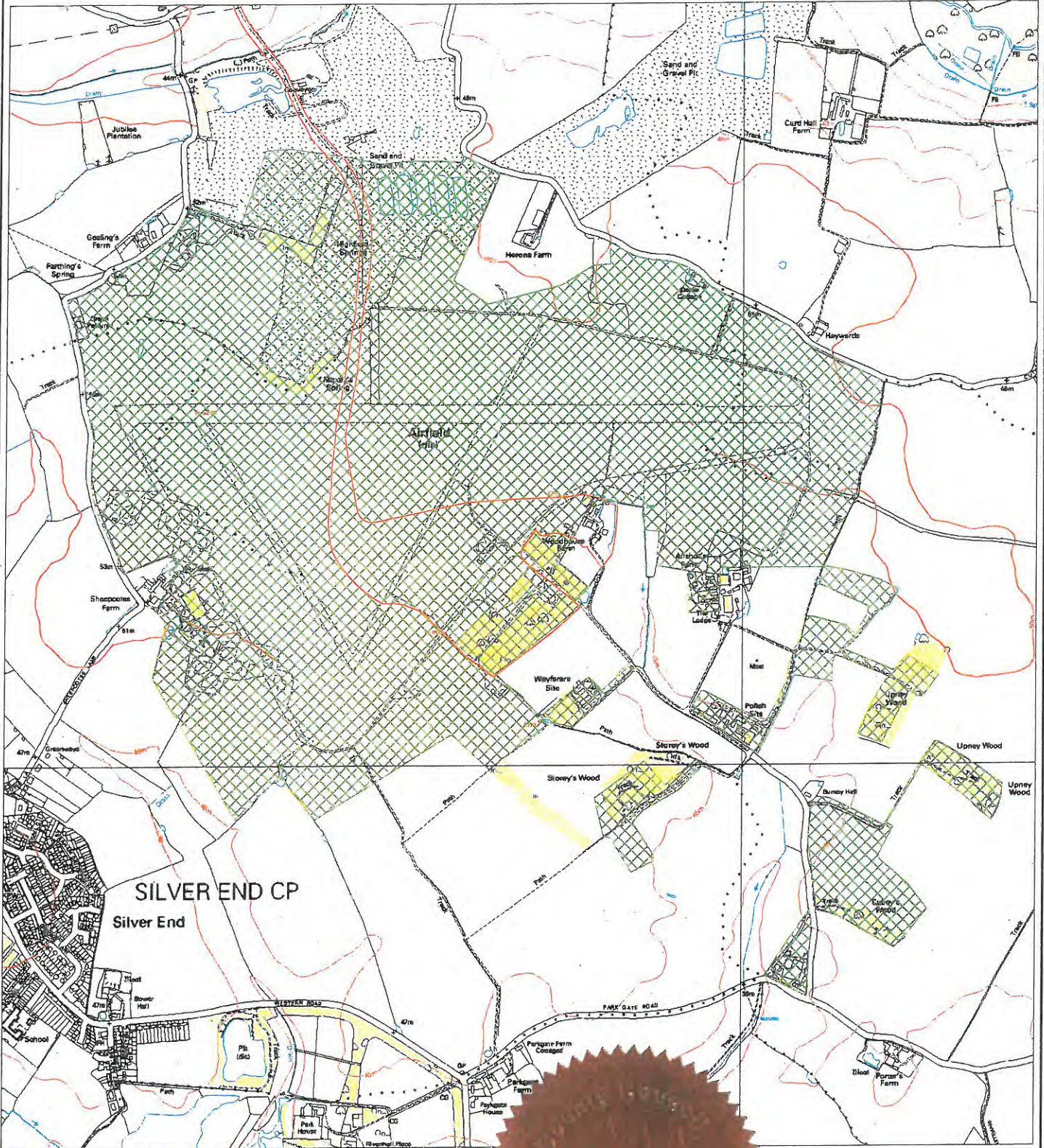


Typical Interchange Road Construction  
Scale 1:50





Typical Concrete Road Construction  
Scale 1:50





SILVER END CP  
Silver End

Legend:

-  Proposed Planning Application Site Boundary
-  Extent of Level 2 Survey



Gent Fairhead & Co. Ltd

Evolution of the Recycling & Composting Facility, Rivenhall Airfield

Level 2 Archaeological Survey Areas

Author	AJ	Designer	SJS	Reviewer	SJS	Date	21/09/2009
--------	----	----------	-----	----------	-----	------	------------

Project No.	560542	Project ID	09514690030
-------------	--------	------------	-------------

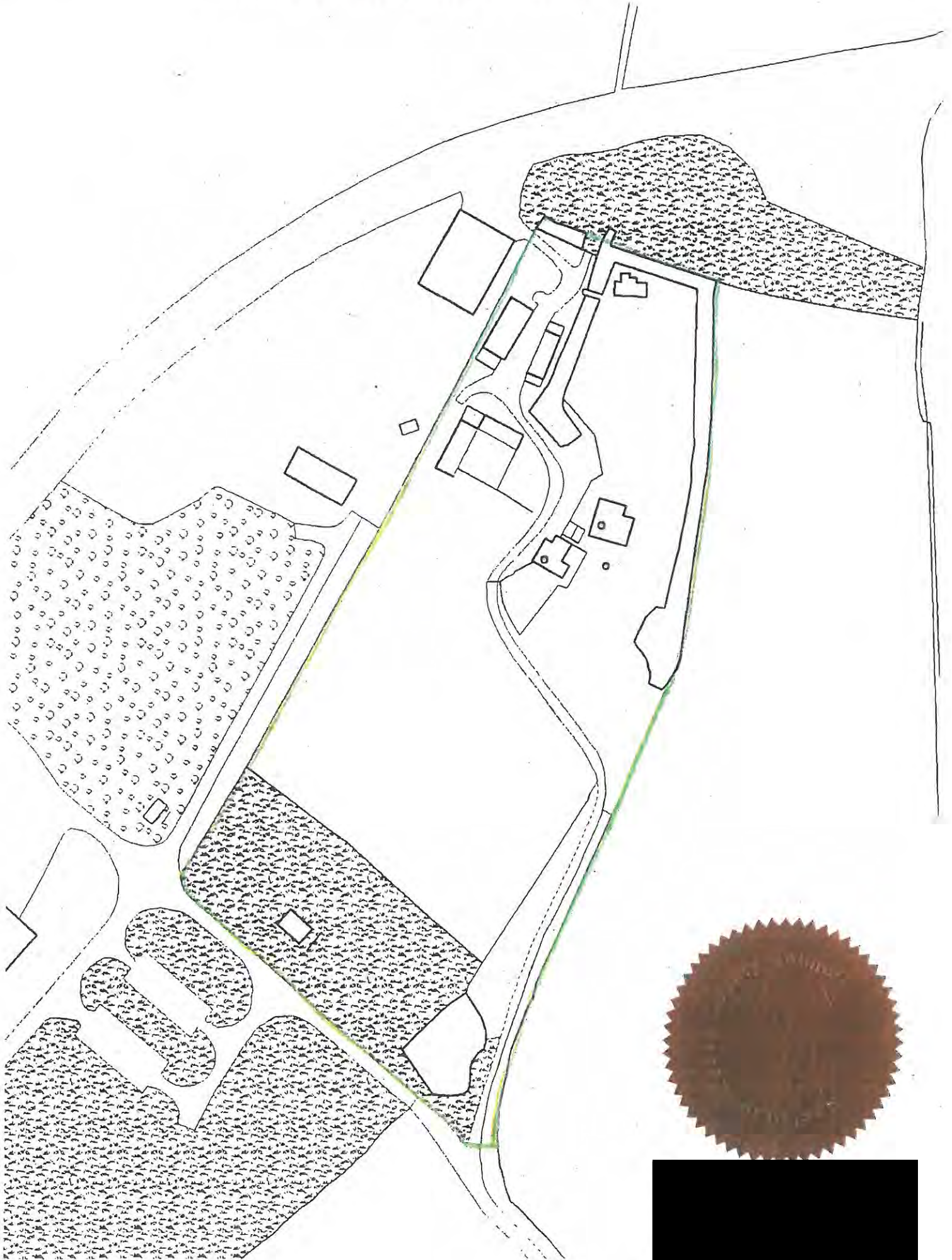
Scale	A3	Scale	1:10000	Notes	For Information
-------	----	-------	---------	-------	-----------------

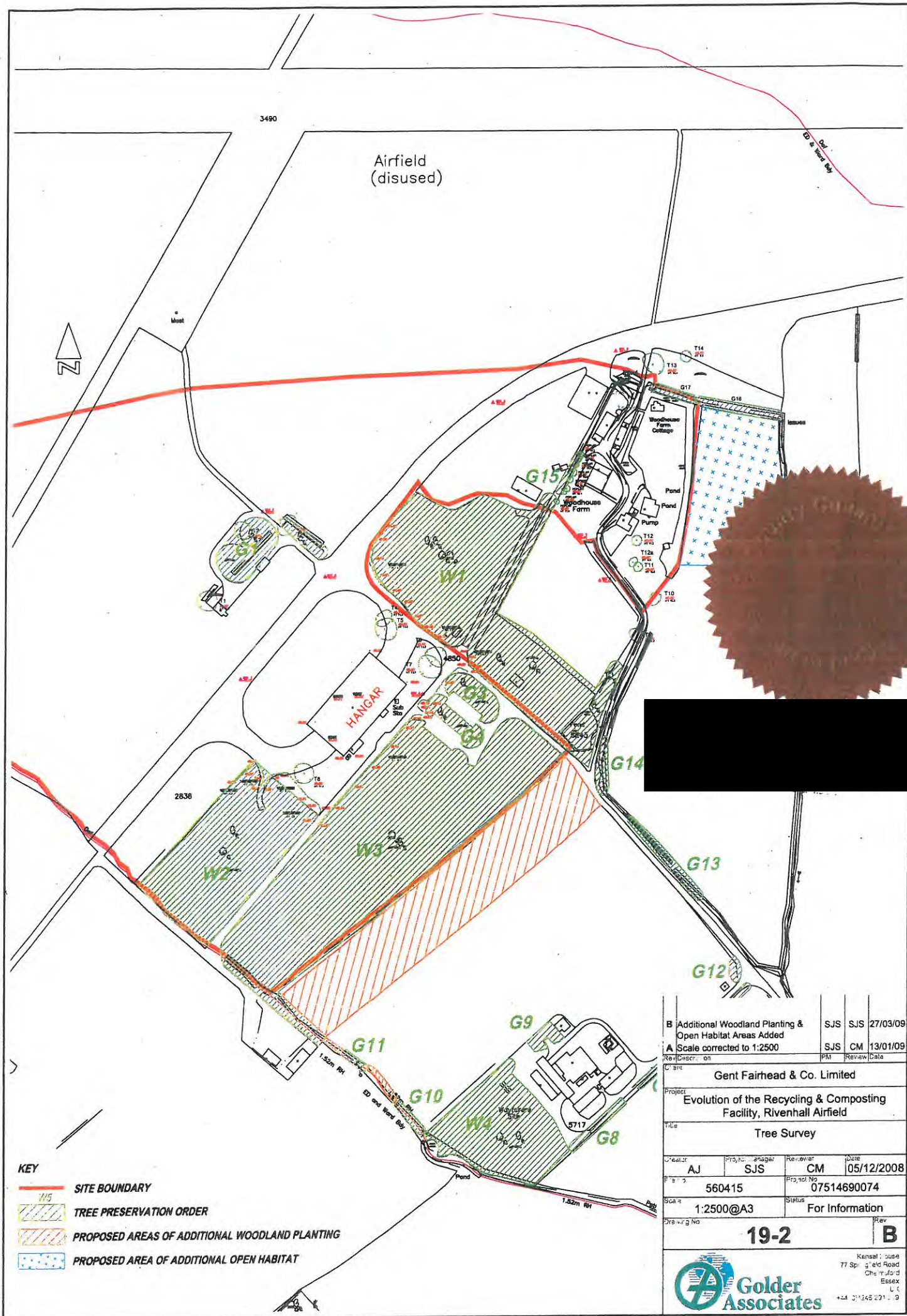
**S106-2**



Golder Associates (UK) Ltd  
Kings House  
77 Sneyd Road  
Chalfont St Giles  
 Bucks HP8 4NR  
UK  
Tel: +44 (0)1494 474100  
Fax: +44 (0)1494 474101

# Plan No.1 Woodhouse Farm Complex Listed Building and Curtilage



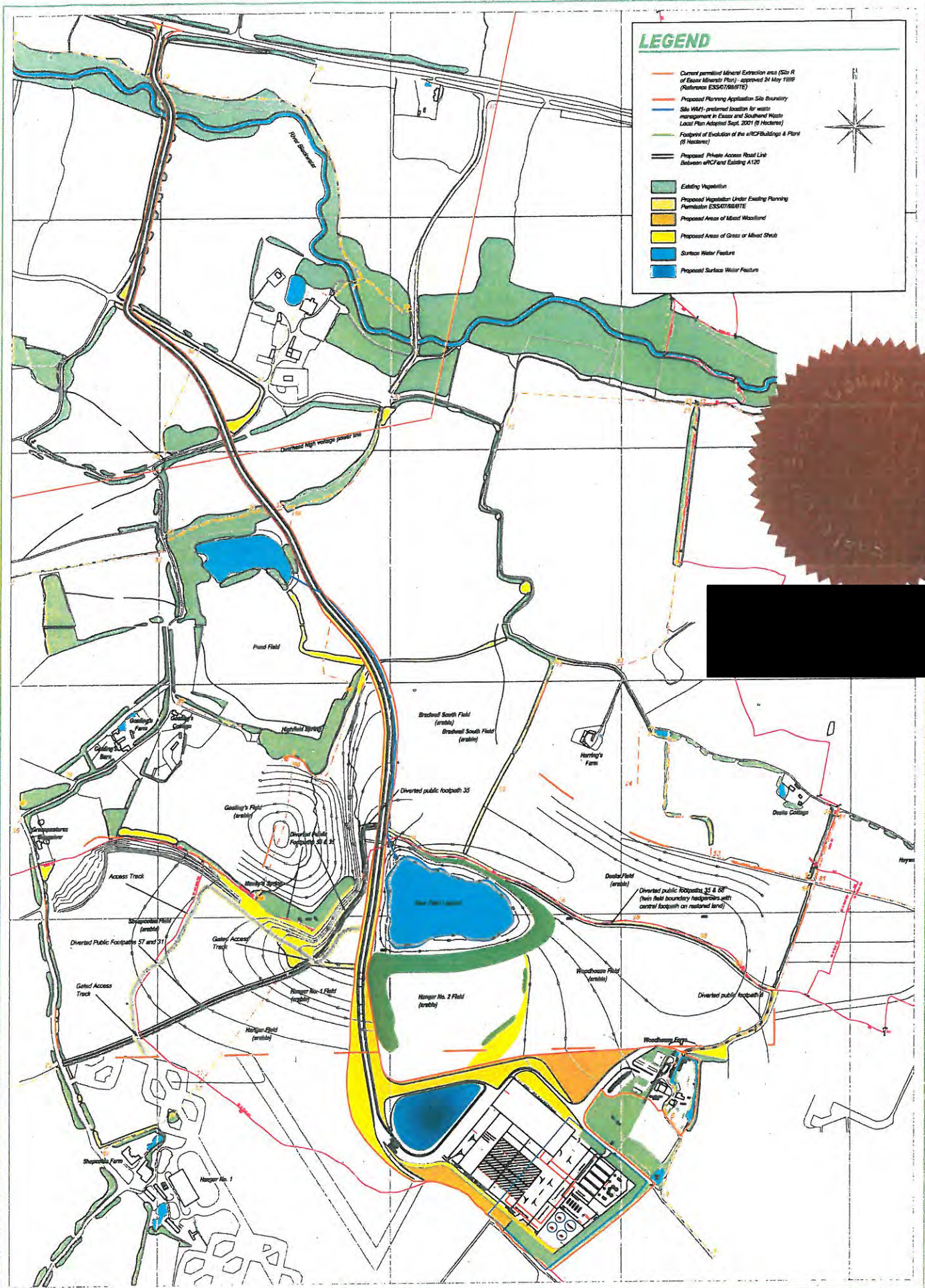


- KEY**
- SITE BOUNDARY
  - TREE PRESERVATION ORDER
  - PROPOSED AREAS OF ADDITIONAL WOODLAND PLANTING
  - PROPOSED AREA OF ADDITIONAL OPEN HABITAT

Revised Description	B Additional Woodland Planting & Open Habitat Areas Added	SJS	SJS	27/03/09			
Revised Description	A Scale corrected to 1:2500	SJS	CM	13/01/09			
Client	Gent Fairhead & Co. Limited						
Project	Evolution of the Recycling & Composting Facility, Rivenhall Airfield						
Title	Tree Survey						
Author	AJ	Project Manager	SJS	Reviewer	CM	Date	05/12/2008
Project No	560415		Project No		07514690074		
Scale	1:2500@A3		Status		For Information		
Drawing No	19-2		Rev		B		

**Golder Associates**

Kensal House  
77 Springfield Road  
Chesham, Bucks  
HP80 1JG  
UK  
+44 (0)1494 231100



**LEGEND**

- Current permitted Mineral Extraction area (Site R of Essex Minerals Plan) - approved 24 May 1989 (Reference ESS07/88/017E)
- Proposed Planning Application Site Boundary
- Site Water-purified location for waste management in Essex and Southend Waste Local Plan Adopted Sept. 2001 (8 Hectares)
- Footprint of Evolution of the eRCF Buildings & Plant (8 Hectares)
- Proposed Private Access Road Line Between eRCF and Existing A120

- Existing Vegetation
- Proposed Vegetation Under Existing Planning Permission ESS07/88/017E
- Proposed Areas of Mixed Woodland
- Proposed Areas of Grass or Mixed Shrub
- Surface Water Feature
- Proposed Surface Water Feature

SCALE 1:7500 @ A3

© Golder Associates 2008



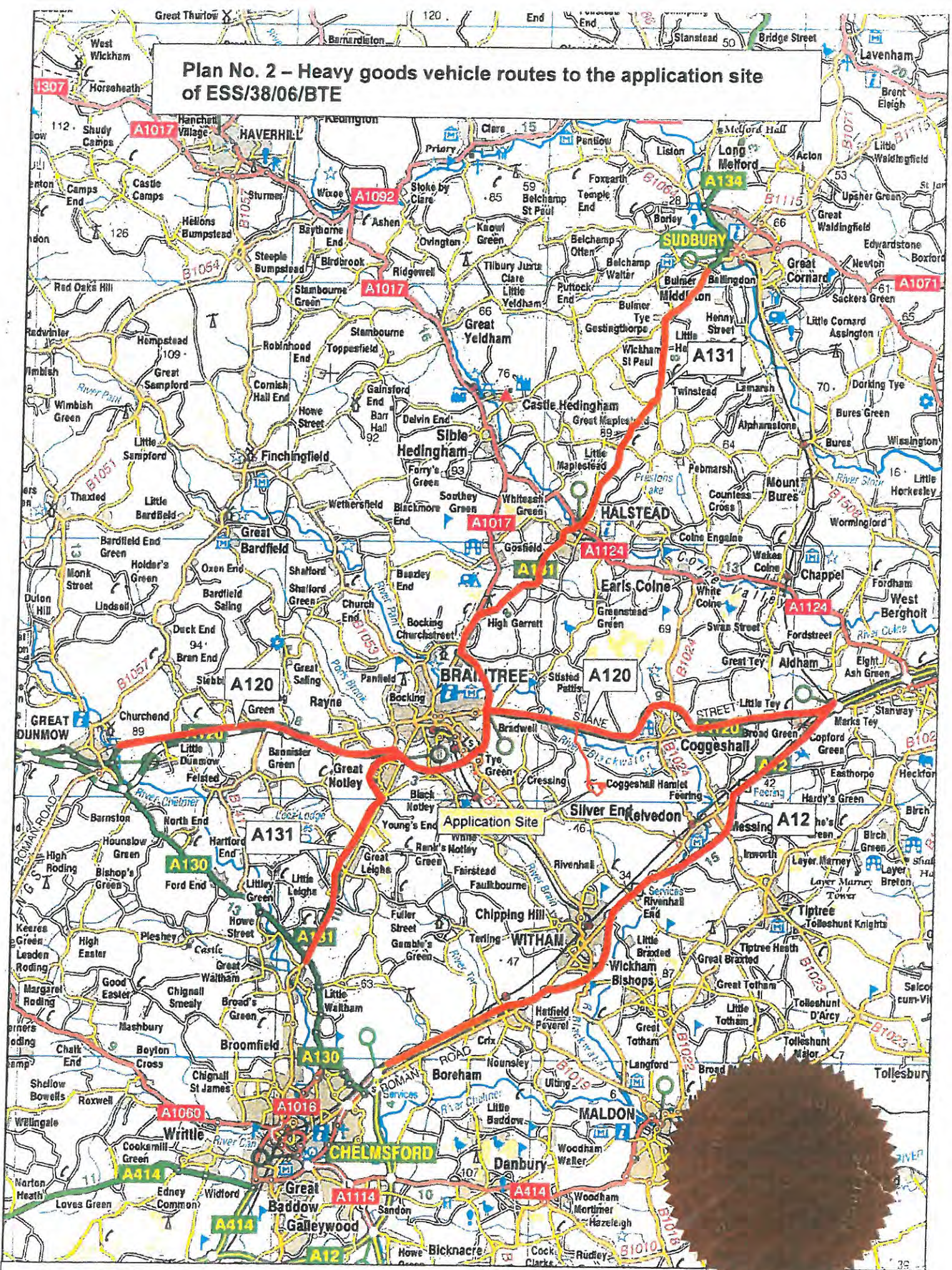
Date	05/08/2008	Drawn by	A.J
Project No.	07514690074	File No.	5300256

**Landscape Mitigation Measures**  
 Gent Fairhead & Co. Limited, Rivenhall Airfield  
 Evolution of the Recycling & Composting Facility

**Figure 8-6**



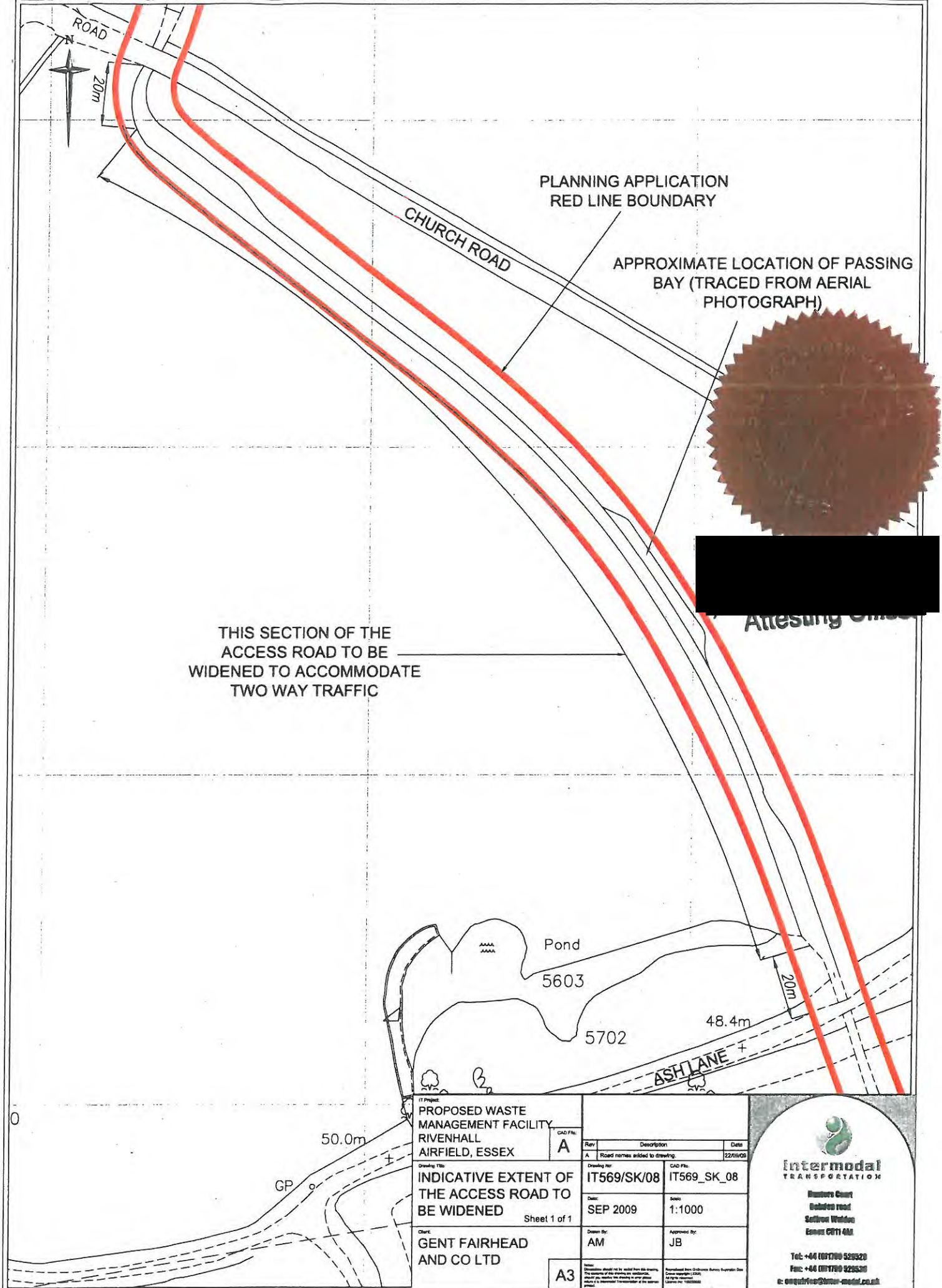
**Plan No. 2 – Heavy goods vehicle routes to the application site of ESS/38/06/BTE**



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0 1,400 2,800 5,600 N

Attesting Officer



PLANNING APPLICATION  
RED LINE BOUNDARY

APPROXIMATE LOCATION OF PASSING  
BAY (TRACED FROM AERIAL  
PHOTOGRAPH)

CHURCH ROAD

THIS SECTION OF THE  
ACCESS ROAD TO BE  
WIDENED TO ACCOMMODATE  
TWO WAY TRAFFIC

Pond

5603

5702

48.4m

ASH LANE

IT Project  
PROPOSED WASTE  
MANAGEMENT FACILITY  
RIVENHALL  
AIRFIELD, ESSEX

CAD File:  
A


Drawing Title:  
INDICATIVE EXTENT OF  
THE ACCESS ROAD TO  
BE WIDENED

Sheet 1 of 1

Client:  
GENT FAIRHEAD  
AND CO LTD

A3

Rev	Description	Date
A	Road names added to drawing.	22/09/08
Drawing No: IT569/SK/08		CAD File: IT569_SK_08
Date: SEP 2009	Scale: 1:1000	
Drawn By: AM	Approved By: JB	



**Intermodal  
TRANSPORTATION**

Business Centre  
Gables Road  
Saffron Walden  
Essex CB11 4LN

Tel: +44 (0)1799 529320  
Fax: +44 (0)1799 529330  
e: enquiries@inter-modal.co.uk

