

Our Ref: AT/073882.00062  
Your Ref:  
Date: 17 July 2025

 **birketts**  
Next Level Law

Katie Rodgers  
Rochford District Council  
Council Offices  
3-19 South Street  
Rochford  
SS4 1BW

Birketts LLP  
Kingfisher House  
1 Gilders Way  
Norwich NR3 1UB

T +44 1603 232300  
F +44 1473 230524

birketts.co.uk

By Recorded mail

Dear Katie

**S106 Agreement - Fairlawns Farm (24/00455/FUL)**

Please find enclosed a completed agreement for the above matter.

If you have any queries please do not hesitate to contact me.

Yours sincerely

  
**Amanda Thorpe**  
**Paralegal**  
**For and on behalf of Birketts LLP**

Direct Line: 01603756518  
Direct e-mail: amanda-thorpe@birketts.co.uk

Encs

106738622.v1 Letter to client enclosing completed agreement  
073882.00062 17/07/2025

Birketts LLP is registered in England under no. OC317545 and authorised and regulated by the Solicitors Regulation Authority no. 441849. Registered office at: Providence House, 141-145 Princes Street, Ipswich, Suffolk, IP1 1QJ. A list of members may be inspected at any of our offices. The term 'Partner' is used to refer to a member of Birketts LLP.

  
Legal Practice Quality Mark  
Law Society Accredited



IS 700564

Dated

16th July

2025

ROCHFORD DISTRICT COUNCIL

-and-

JOHN ROBERT PILGRIM

-and-

JANE LINDA PILGRIM

-and-

ALEXANDER MILES PILGRIM

-and-

KATE EMMA PILGRIM

-and-

GRESHAM HOUSE DEVCO PIPELINE LIMITED

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

relating to land at Fairlawns Farm, Rayleigh.

THIS DEED is dated 16th July

2025

**PARTIES:**

- (1) **ROCHFORD DISTRICT COUNCIL**, South Street, Rochford, Essex, SS4 1BW referred to as ("the Council")
- (2) **JOHN ROBERT PILGRIM, JANE LINDA PILGRIM & ALEXANDER MILES PILGRIM** of Stow Hall, Woodham Road, Stow Maries, Chelmsford, SM3 6SA & **KATE EMMA PILGRIM** of 85 Impasse Des Faures, Chantelouve, Isere, France referred to as ("the Owner")
- (3) **GRESHAM HOUSE DEVCO PIPELINE** of 5 New Street Square, London, EC4A 3TW referred to as ("the Developer")

LIMITED LIABILITY COMPANY

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is the local planning authority for the area within which the Site is situated
- (B) The Developer has applied for the Permission and the Council has resolved to grant the Permission subject to the Parties entering into this Deed
- (C) The Owner owns the freehold of the Site and the BNG Site
- (D) The Developer has an Option Agreement to purchase of the Site.

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990
BNG Site	The land shown on the BNG Site plan and as described in Schedule 1 of this Deed.

BNG Site Plan	The plan attached to Appendix 2 of this Deed marked "BNG Site Plan".
Commencement	<p>The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of:</p> <ul style="list-style-type: none"> <li>site clearance</li> <li>demolition</li> <li>archaeological investigations</li> <li>investigations for the purposes of assessing ground conditions</li> <li>remedial works in respect of any contamination or other adverse ground conditions</li> <li>security of the Oakridge Site</li> <li>diversion and laying of services</li> <li>ground surveys</li> <li>removal of contamination</li> <li>erection of temporary fences</li> <li>temporary display of site notices and/or advertisements</li> </ul> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The Development of the Site in accordance with the Permission
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
Index	the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the

relevant time no longer published) such other comparable index or basis for indexation as the Council may direct

Index Linked

the recalculation of any payment specified in this Deed by applying the following formula:-

$$A \times \frac{B}{C} = D$$

Where:

A = the payment specified in this Deed

B = the figure shown in the relevant Index for the month last published prior to the date the payment is made under this Deed

C = the figure shown in the relevant Index for the month immediately prior to the date of this Deed

D = the recalculated sum payable

Monitoring Fee

The sum of £445.00 Index Linked

Occupation

Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:

construction

internal and external refurbishment

decoration

fitting-out

marketing

security operations

and 'Occupy' and 'Occupied' will be construed accordingly

Permission                      The planning permission to be granted by the Council for the construction and operation of a unmanned battery energy storage system (BESS) with a total import capacity of up to 480MM under allocated reference number 24/00455/FUL or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development

Site Plan                         The plan attached to Appendix 1 of this Deed

Site                                The land known as Fairlawns Farm, Chelmsford Road, Rayleigh, Essex and registered at H M Land Registry under title number EX546539 shown edged red on the Plan

Trigger                            means the date of Commencement and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

## **2.      LEGAL BASIS**

2.1      This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council

2.2      Covenants given by more than one party can be enforced against them individually or jointly

- 2.3 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 2.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.5 This Deed is governed by and interpreted in accordance with the law of England
- 2.6 References to any party to this Deed shall include their successors in title and in the case of the Council and the County Council the successors to their respective statutory functions.

### **3. COVENANTS**

- 3.1 The Owner covenants with the Council to bind themselves and their successors in title to observe and perform the obligations and stipulations contained in the Clauses and Schedules of this Deed
- 3.2 The Council covenant with the Owner to comply with their obligations contained in the Clauses and Schedules of this Deed
- 3.3 Representatives of the Council may enter upon the Site at any reasonable time (and in the case of an emergency immediately) to ascertain whether the terms of this Deed and of the Permission are or have been complied with subject to complying with all health and safety requirements notified by the Owner.
- 3.4 The Owner covenants with the Council to pay the Monitoring Fee prior to Commencement of the Development

#### 4. OTHER PROVISIONS

- 4.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site or that part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest)
- 4.2 The Owner confirms that he is the owner of the Site with full power to enter into this Deed and that there is no person or body whose consent is necessary to make this Deed binding on all interests in the Site
- 4.3 Covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 4.3.1 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications highways or any other services in connection with the Development of the Site.
- 4.4 On completion the Developer will pay the Council's reasonable legal costs in connection with this Deed.
- 4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.7 No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed

## **5. DISPUTES**

- 5.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert.
- 5.2 The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Chartered Institute of Ecology and Environmental Management and the expert's decision shall be final and binding
- 5.3 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

## **6. INTEREST AND VAT**

- 6.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time
- 6.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

## **7. NOTIFICATIONS**

- 7.1 Save for the written confirmation referred to in the definition of Permission which shall be deemed as given on the issue of the decision notice, any notice or written communication given under this Deed is validly given if hand delivered or sent by first class or recorded post to the address set out at the beginning of this Deed, unless written notification of another address or method has been received
- 7.2 The Owner will notify the Nominated Officer in writing of the anticipated Triggers

seven days in advance of each anticipated date and the actual Triggers within seven days of each actual date

- 7.3 If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site

8. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all of the counterparts shall together constitute one and the same agreement

## **FIRST SCHEDULE**

Details of the Owner's Title, and description of the Site and the BNG Site

### **Part 1 – the Site**

All that piece or parcel of freehold land at the Junction of A127 and A130 known as Fairlawns Farm, Rayleigh in the county of Essex which is shown edged red for identification purposes only on the Site Plan which is registered within title number EX546539 at the Land Registry.

### **Part 2 – the BNG Site**

All that piece or parcel of freehold land at the Junction of A127 and A130 known as Fairlawns Farm, Rayleigh in the county of Essex which is shown in green for identification purposes on the BNG Site Plan which is registered within title number EX546539 at the Land Registry

## SECOND SCHEDULE

### DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE BNG SITE

1. In this part of this Schedule (unless the context otherwise requires) the following expressions shall have the following meanings:-

**Approved BNG Scheme**

means the BNG Scheme as approved by the Council in writing including any amendment, substitution or variation thereof agreed between the parties in writing

**Biodiversity Net Gain**

a measurable increase in the condition of the natural environment as a result of the creation and enhancement of habitats resulting in a positive ecological impact following the carrying out of the Development

**BNG Period**

means the period of 30 years from the date of completion of the permission in accordance with the approved BNG scheme

**Biodiversity Gain Land Monitoring Contribution**

means the sum of £5664.00, Index Linked, to be paid by the Owner to the Council to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with as required by the Planning Permission and approved by the Council.

**BNG Scheme**

a scheme for the laying out, creation, enhancement, management and monitoring of the BNG Site including:

- Details of the creation and enhancement works to be undertaken on the BNG Site required to ensure that the Development overall delivers a minimum of 10% Biodiversity Net Gain
- The timetable for the implementation of the provisions contained in the Approved BNG Scheme
- Periodic monitoring in year 1 and then on the 2, 5, 10, 15, 20, 25 and 30 year anniversary of the date of satisfactory completion of the BNG Site including a requirement for the submission of a written report to the Council detailing the effectiveness of the Approved BNG Scheme and any remedies required to meet the requirements of the Approved BNG Scheme
- Proposals for the ongoing management and maintenance of the BNG Site during the BNG Period
- Such other details as the Council may reasonably require to ensure the laying out, maintenance, monitoring and use of the BNG Site results in Biodiversity Net Gain, this includes but is not limited to: full details of the watercourse enhancements as proposed in the biodiversity metric at Appendix 3 and any documentation the Council will reasonably require in respect of these enhancements

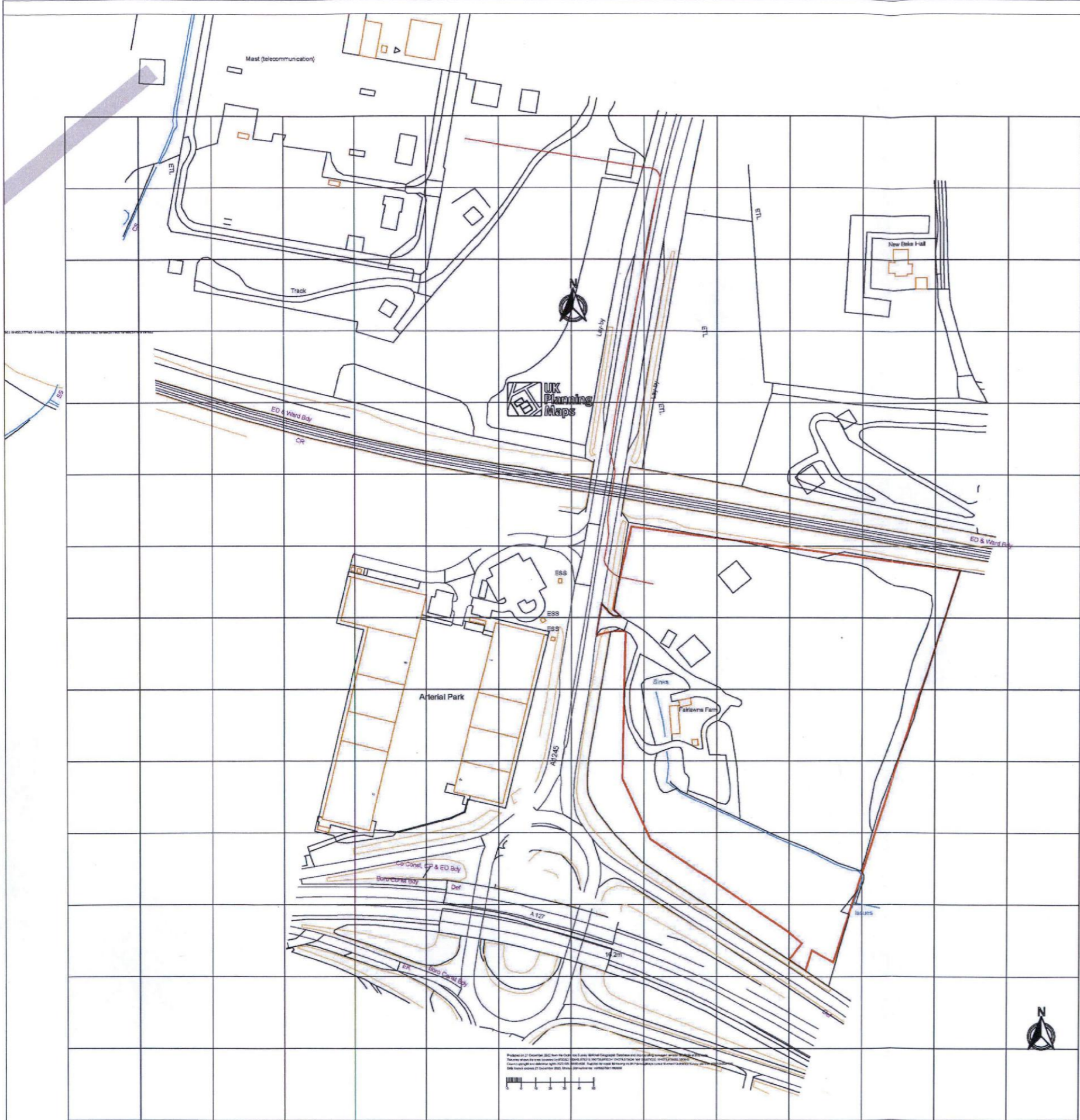
2. The Owners covenant with the Council:

- 2.1 not to allow Commencement of the Development until the BNG Scheme has been submitted to and approved by the Council in writing
- 2.2 to layout and provide the BNG Site in accordance with the Approved BNG Scheme.
- 2.3 not to use the BNG Site for uses that are not compatible with the creation and enhancement of habitats in accordance with the Approved BNG Scheme throughout the BNG Period

- 2.4 to monitor and maintain the BNG Site in accordance with the approved BNG Scheme throughout the BNG Period
- 2.5 unless otherwise agreed with the Council in writing, not to develop or otherwise interfere with the use of the BNG Site in accordance with the BNG Scheme throughout the BNG Period
- 2.6 To pay the Biodiversity Gain Land Monitoring Contribution to the Council within 10 working days of the date of Commencement.

**APPENDIX 1**


**Site Plan**



**LEGEND**

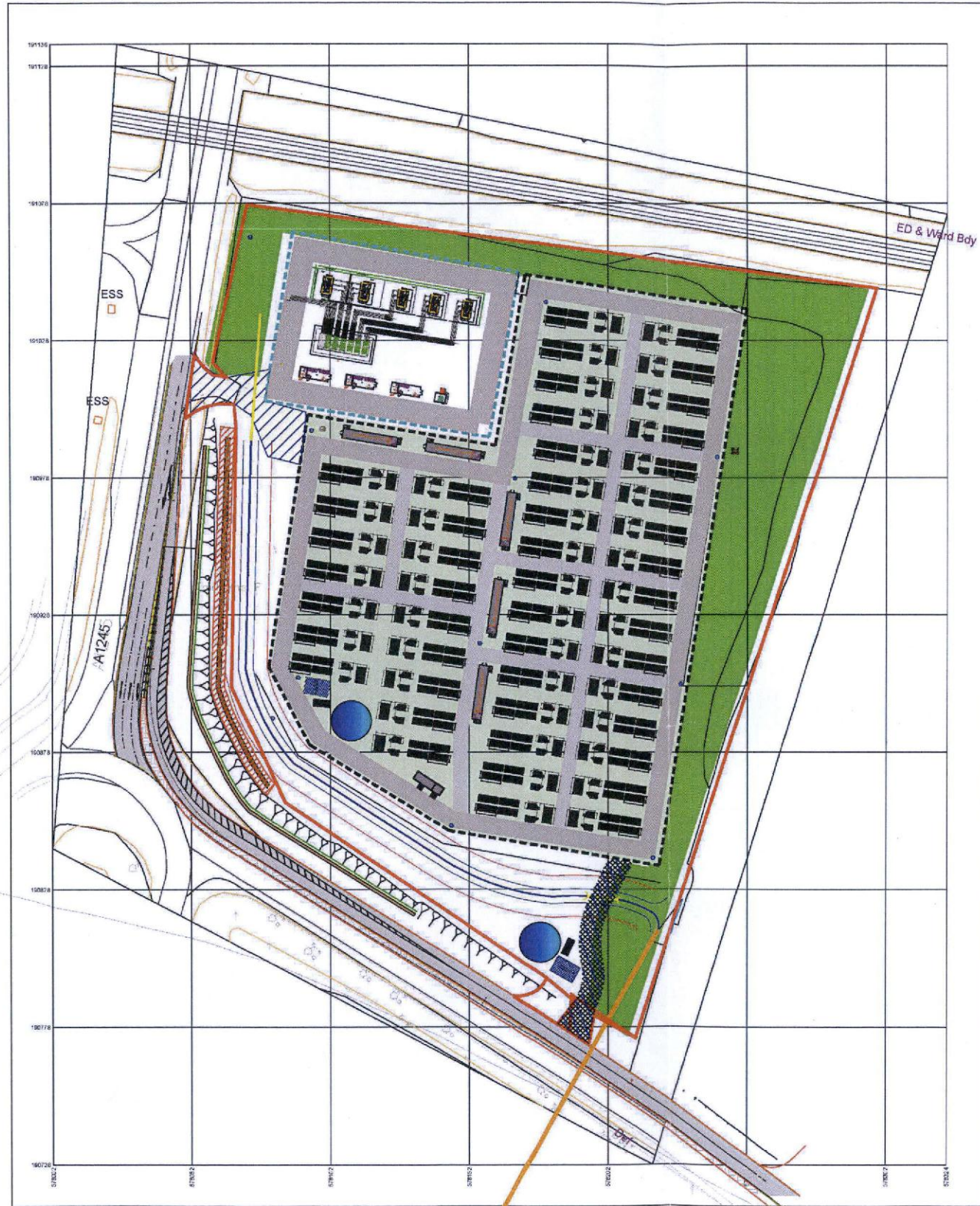
	SITE BOUNDARY
	48,000m <sup>2</sup>
	CABLE ROUTE

No	REVISION	By	Date	Chk
H	UPDATED TO OR D	MM	18.09.24	GJ
G	RUB AMENDED - ACCESS ROAD ADDED	MM	02.05.24	GJ
F	RUB AMENDED TO MATCH 'NEW ROAD BOUNDARY'	MM	29.05.24	GJ
E	CABLE ROUTE ADDED	MM	23.05.24	GJ
D	AREA EXPANDED	MM	28.08.23	GJ
C	UPDATED TO MATCH RLB	MM	23.08.23	GJ
B	UPDATED LOCATION	MM	14.01.23	GJ
A	FIRST ISSUE	MM	01.12.22	GJ

REVISIONS	
PROJECT NUMBER	RAYLEIGH
TITLE	SITE LOCATION
CLIENT	GRESHAM
LOCATION	Chelmsford Road, Rawreth, Rochford, Essex, England, SS6 9EZ
CAD REFERENCE	00-RAYLEIGH -101
SCALE	1:1500 @ A1
SHEET	1 OF 1
DRAWN BY:	MM
DATE:	01.12.22
CHECKED BY:	GJ
DATE:	01.12.22
AVON UTILITIES & GENERATION Ltd UNIT 1, MCULDINGS GREEN, KENILWORTH ROAD, MERIDEN, CV7 7LJ	
	

**APPENDIX 2**

**BNG Site Plan**

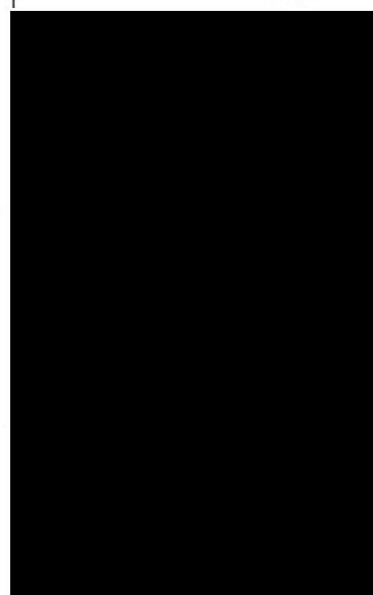


Published on 21 December 2022 from the Ordnance Survey National Geographic Database and incorporating surveyed revision available at this date.  
This map shows the area bounded by 516002 190843.02016 191282.07524 191281.07524 191282.07524 191281.07524 191282.07524 191281.07524 191282.07524 191281.07524  
Crown copyright and database right 2022 OS 100044388. Supplied to you by the UK Ordnance Survey (OS Licence No: 100044388)  
Data correct as of 21 December 2022. Unique plan reference: 100044388/191281



### LEGEND

- INDICATIVE SITE BOUNDARY  
48,000m<sup>2</sup>
- 400kV/ 33kv S/S AREA  
5,070m<sup>2</sup>
- BESS SITE  
26,800m<sup>2</sup>
- ACCESS
- FIBERGLASS GRATING COMPOUND AREA
- FIBERGLASS GRATING INTERNAL ACCESS ROAD
- PLANTING AREA



#### EQUIPMENT SUMMARY:

**480MW 2h Site (+15%)**  
 192 - BATTERY CONTAINERS  
 48 - TRANSFORMER  
 96 - INVERTORS  
 96 X 5.6MW = 537MW

No	INFORMATION	By	Date	Chkd
E	UPDATED RLS - ACCESS ADDED	MM	02.06.24	GJ
D	UPDATED S/S	MM	16.05.24	GJ
C	UPDATED DRAINAGE	MM	01.05.24	GJ
B	UPDATED SS LAYOUT	MM	12.02.24	GJ
A	FIRST ISSUE	MM	02.02.24	GJ

REVISIONS			
PROJECT NUMBER: <b>RAYLEIGH</b>			
TITLE: <b>BNG</b>			
CLIENT: <b>GRESHAM</b>			
LOCATION: Chelmsford Road, Rawreth, Rochford, Essex, England, SS6 9EZ			
CAD REFERENCE: <b>00-RAYLEIGH -107</b>			
SCALE: 1:1000 @ A1	SHEET: 1 OF 1		
DRAWN BY: MM	DATE: 02.02.24		
CHECKED BY: GJ	DATE: 02.02.24		
AVON UTILITIES & GENERATION Ltd UNIT 1, MOULDINGS GREEN, KENILWORTH ROAD, MERIDEN, CV7 7LJ			

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

**THE COMMON SEAL OF ROCHFORD District Council** )  
was affixed in the presence of: )

Authorised Signatory:

Executed as a Deed by  
**JOHN ROBERT PILGRIM**



in the presence of: )

Name of Witness: ) MRS TIFFANY CALLIS

Signature of witness: ) 

Executed as a Deed by  
**JANE LINDA PILGRIM** ) 

in the presence of: )

Name of Witness: ) MRS. TIFFANY CALLIS

Address of Witness: ) 

3. Hillside View  
Woodham Road  
Stow Maries  
CM3 6SA .

Executed as a Deed by

**ALEXANDER MILES PILGRIM**

in the presence of:

Name of Witness:

KATHERINE KELLY

Address of Witness:

11 BOUNDARY HOUSE  
BURNT MILLS ROAD  
BASILDON  
ESSEX  
SS13 1DR

Executed as a Deed by

**KATE EMMA PILGRIM**

in the presence of:

Name of Witness:

Address of Witness

Executed as a Deed by

**GRESHAM HOUSE DEVCO PIPELINE) acting by**  
**a Director**

in the presence of

Name of Witness

Address of Witness

Dated

16th July

2025

ROCHFORD DISTRICT COUNCIL

-and-

JOHN ROBERT PILGRIM

-and-

JANE LINDA PILGRIM

-and-

ALEXANDER MILES PILGRIM

-and-

KATE EMMA PILGRIM

-and-

GRESHAM HOUSE DEVCO PIPELINE LIMITED

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

relating to land at Fairlawns Farm, Rayleigh.



BNG Site Plan	The plan attached to Appendix 2 of this Deed marked "BNG Site Plan".
Commencement	<p>The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of:</p> <ul style="list-style-type: none"> <li>site clearance</li> <li>demolition</li> <li>archaeological investigations</li> <li>investigations for the purposes of assessing ground conditions</li> <li>remedial works in respect of any contamination or other adverse ground conditions</li> <li>security of the Oakridge Site</li> <li>diversion and laying of services</li> <li>ground surveys</li> <li>removal of contamination</li> <li>erection of temporary fences</li> <li>temporary display of site notices and/or advertisements</li> </ul> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The Development of the Site in accordance with the Permission
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
Index	the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the

relevant time no longer published) such other comparable index or basis for indexation as the Council may direct

Index Linked

the recalculation of any payment specified in this Deed by applying the following formula:-

$$A \times \frac{B}{C} = D$$

Where:

A = the payment specified in this Deed

B = the figure shown in the relevant Index for the month last published prior to the date the payment is made under this Deed

C = the figure shown in the relevant Index for the month immediately prior to the date of this Deed

D = the recalculated sum payable

Monitoring Fee

The sum of £445.00 Index Linked

Occupation

Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:

construction

internal and external refurbishment

decoration

fitting-out

marketing

security operations

and 'Occupy' and 'Occupied' will be construed accordingly

Permission	The planning permission to be granted by the Council for the construction and operation of a unmanned battery energy storage system (BESS) with a total import capacity of up to 480MM under allocated reference number 24/00455/FUL or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development
Site Plan	The plan attached to Appendix 1 of this Deed
Site	The land known as Fairlawns Farm, Chelmsford Road, Rayleigh, Essex and registered at H M Land Registry under title number EX546539 shown edged red on the Plan
Trigger	means the date of Commencement and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

## **2. LEGAL BASIS**

- 2.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council
- 2.2 Covenants given by more than one party can be enforced against them individually or jointly

- 2.3 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 2.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.5 This Deed is governed by and interpreted in accordance with the law of England
- 2.6 References to any party to this Deed shall include their successors in title and in the case of the Council and the County Council the successors to their respective statutory functions.

### **3. COVENANTS**

- 3.1 The Owner covenants with the Council to bind themselves and their successors in title to observe and perform the obligations and stipulations contained in the Clauses and Schedules of this Deed
- 3.2 The Council covenant with the Owner to comply with their obligations contained in the Clauses and Schedules of this Deed
- 3.3 Representatives of the Council may enter upon the Site at any reasonable time (and in the case of an emergency immediately) to ascertain whether the terms of this Deed and of the Permission are or have been complied with subject to complying with all health and safety requirements notified by the Owner.
- 3.4 The Owner covenants with the Council to pay the Monitoring Fee prior to Commencement of the Development

#### 4. OTHER PROVISIONS

- 4.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site or that part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest)
- 4.2 The Owner confirms that he is the owner of the Site with full power to enter into this Deed and that there is no person or body whose consent is necessary to make this Deed binding on all interests in the Site
- 4.3 Covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 4.3.1 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications highways or any other services in connection with the Development of the Site.
- 4.4 On completion the Developer will pay the Council's reasonable legal costs in connection with this Deed.
- 4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.7 No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed

## **5. DISPUTES**

- 5.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert.
- 5.2 The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Chartered Institute of Ecology and Environmental Management and the expert's decision shall be final and binding
- 5.3 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

## **6. INTEREST AND VAT**

- 6.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time
- 6.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

## **7. NOTIFICATIONS**

- 7.1 Save for the written confirmation referred to in the definition of Permission which shall be deemed as given on the issue of the decision notice, any notice or written communication given under this Deed is validly given if hand delivered or sent by first class or recorded post to the address set out at the beginning of this Deed, unless written notification of another address or method has been received
- 7.2 The Owner will notify the Nominated Officer in writing of the anticipated Triggers

seven days in advance of each anticipated date and the actual Triggers within seven days of each actual date

- 7.3 If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site

8. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all of the counterparts shall together constitute one and the same agreement

## **FIRST SCHEDULE**

Details of the Owner's Title, and description of the Site and the BNG Site

### **Part 1 – the Site**

All that piece or parcel of freehold land at the Junction of A127 and A130 known as Fairlawns Farm, Rayleigh in the county of Essex which is shown edged red for identification purposes only on the Site Plan which is registered within title number EX546539 at the Land Registry.

### **Part 2 – the BNG Site**

All that piece or parcel of freehold land at the Junction of A127 and A130 known as Fairlawns Farm, Rayleigh in the county of Essex which is shown in green for identification purposes on the BNG Site Plan which is registered within title number EX546539 at the Land Registry

## SECOND SCHEDULE

### DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE BNG SITE

1. In this part of this Schedule (unless the context otherwise requires) the following expressions shall have the following meanings:-

**Approved BNG Scheme**

means the BNG Scheme as approved by the Council in writing including any amendment, substitution or variation thereof agreed between the parties in writing

**Biodiversity Net Gain**

a measurable increase in the condition of the natural environment as a result of the creation and enhancement of habitats resulting in a positive ecological impact following the carrying out of the Development

**BNG Period**

means the period of 30 years from the date of completion of the permission in accordance with the approved BNG scheme

**Biodiversity Gain Land Monitoring Contribution**

means the sum of £5664.00, Index Linked, to be paid by the Owner to the Council to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with as required by the Planning Permission and approved by the Council.

**BNG Scheme**

a scheme for the laying out, creation, enhancement, management and monitoring of the BNG Site including:

- Details of the creation and enhancement works to be undertaken on the BNG Site required to ensure that the Development overall delivers a minimum of 10% Biodiversity Net Gain
- The timetable for the implementation of the provisions contained in the Approved BNG Scheme
- Periodic monitoring in year 1 and then on the 2, 5, 10, 15, 20, 25 and 30 year anniversary of the date of satisfactory completion of the BNG Site including a requirement for the submission of a written report to the Council detailing the effectiveness of the Approved BNG Scheme and any remedies required to meet the requirements of the Approved BNG Scheme
- Proposals for the ongoing management and maintenance of the BNG Site during the BNG Period
- Such other details as the Council may reasonably require to ensure the laying out, maintenance, monitoring and use of the BNG Site results in Biodiversity Net Gain, this includes but is not limited to: full details of the watercourse enhancements as proposed in the biodiversity metric at Appendix 3 and any documentation the Council will reasonably require in respect of these enhancements

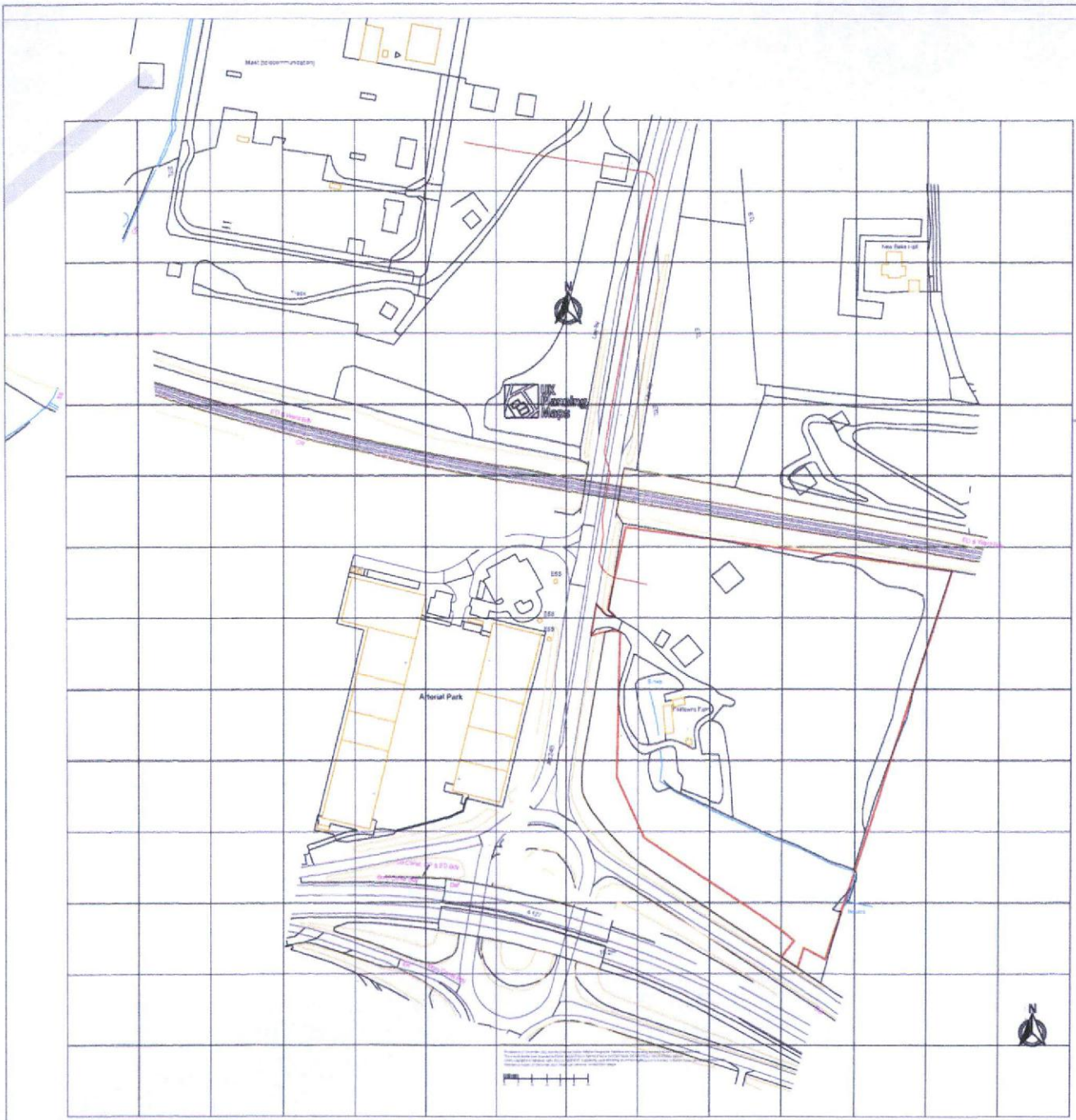
2. The Owners covenant with the Council:

- 2.1 not to allow Commencement of the Development until the BNG Scheme has been submitted to and approved by the Council in writing
- 2.2 to layout and provide the BNG Site in accordance with the Approved BNG Scheme.
- 2.3 not to use the BNG Site for uses that are not compatible with the creation and enhancement of habitats in accordance with the Approved BNG Scheme throughout the BNG Period

- 2.4 to monitor and maintain the BNG Site in accordance with the approved BNG Scheme throughout the BNG Period
- 2.5 unless otherwise agreed with the Council in writing, not to develop or otherwise interfere with the use of the BNG Site in accordance with the BNG Scheme throughout the BNG Period
- 2.6 To pay the Biodiversity Gain Land Monitoring Contribution to the Council within 10 working days of the date of Commencement.

**APPENDIX 1**

**Site Plan**



### LEGEND

- SITE BOUNDARY  
48,000m²
- CABLE ROUTE

NO	REVISIONS	DATE	BY	CHKD
1	ISSUED FOR TENDER	15/03/22	MM	GJ
2	REVISED TO INCLUDE PROPOSED	15/03/22	MM	GJ
3	REVISED TO INCLUDE NEW CABLE ROUTE	20/03/22	MM	GJ
4	AREA EXPANDED	20/03/22	MM	GJ
5	AREA EXPANDED	20/03/22	MM	GJ
6	UPDATED TO MATCH PLAN	20/03/22	MM	GJ
7	UPDATED LOCATION	14/03/22	MM	GJ
8	FINAL REVISED	15/03/22	MM	GJ

**PROJECT NUMBER**  
RAYLEIGH

**TITLE**  
SITE LOCATION

**CLIENT**  
GRESHAM

**LOCATION**  
Chelmsford Road, Rawreth, Rochford,  
Essex, England, SS6 9EZ

**CAD REFERENCE** 00-RAYLEIGH -101

**SCALE** 1:1500 @ A1 **SHEET** 1 OF 1

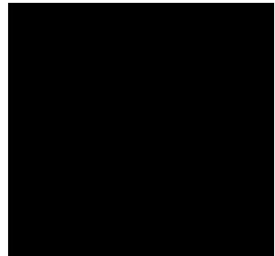
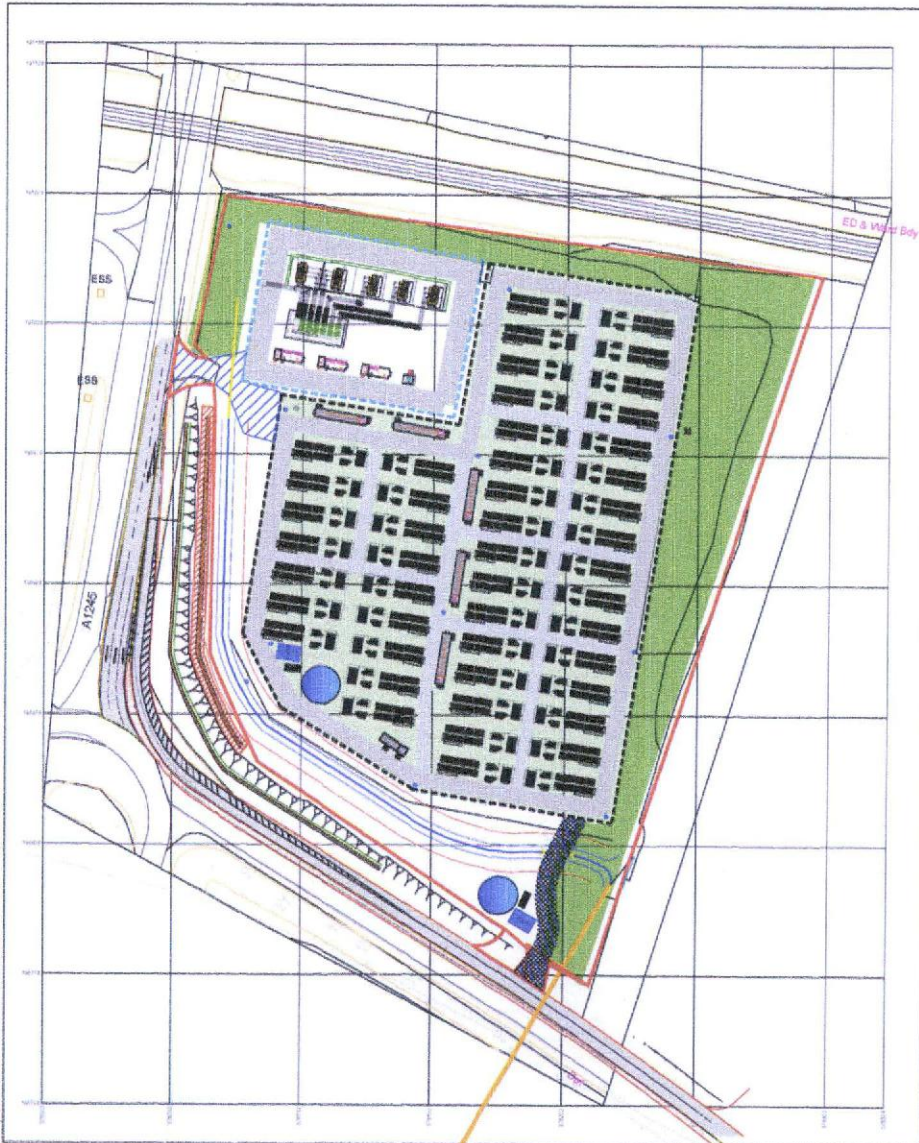
**DRAWN BY** MM **DATE** 01.12.22

**DESIGNED BY** GJ **DATE** 01.12.22

AVON UTILITIES & GENERATION LTD  
UNIT 1 MOULDINGS GREEN  
KENILWORTH ROAD  
MERRIDEN  
CV7 7LJ

**APPENDIX 2**

**BNG Site Plan**



### LEGEND

- INDICATIVE SITE BOUNDARY  
48,000m<sup>2</sup>
- 400KV/ 33kv S/S AREA  
5,070m<sup>2</sup>
- BESS SITE  
26,800m<sup>2</sup>
- ACCESS
- FIBERGLASS GRATING COMPOUND AREA
- FIBERGLASS GRATING INTERNAL ACCESS ROAD
- PLANTING AREA

#### EQUIPMENT SUMMARY:

**480MW 2h Site (+15%)**  
 192 - BATTERY CONTAINERS  
 48 - TRANSFORMER  
 96 - INVERTORS  
  
 96 X 5.6MW = 537MW

NO	REVISION	BY	DATE	APP
B	UPDATED P&ID ACCESS ACCESS	MM	02.02.24	GL
C	UPDATED S&E	MM	02.02.24	GL
D	UPDATED DRAINAGE	MM	02.02.24	GL
E	UPDATED BE LAYOUT	MM	02.02.24	GL
F	FINAL ISSUE	MM	02.02.24	GL

#### REVISIONS

PROJECT NUMBER		RAYLEIGH	
TITLE		BNG	
CLIENT		GRESHAM	
LOCATION		Chelmsford Road, Rawreth, Rochford, Essex, England, SS6 9EZ	
D&B REFERENCE		00-RAYLEIGH -107	
SCALE	1:1000 @ A1	SHEET	1 OF 1
DRAWN BY	MM	DATE	02.02.24
CHECKED BY	GJ	DATE	02.02.24
AVON UTILITIES & GENERATION LTD UNIT 1, MOLLEROS GREEN KENILWORTH ROAD MERIDEN CV7 7LJ			



© 2024 UK Planning Maps. All rights reserved. This document is the property of UK Planning Maps and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of UK Planning Maps.

Executed as a Deed by )

**ALEXANDER MILES PILGRIM**

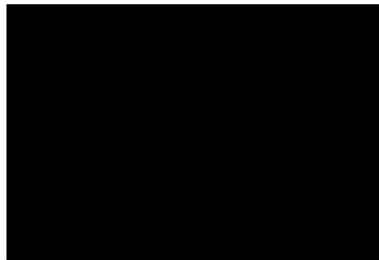
in the presence of: )

Name of Witness: )

Address of Witness: )

Executed as a Deed by )

**KATE EMMA PILGRIM**



in the presence of: )

Name of Witness: )

Address of Witness )

ROMANU  
2074 ROUTE DU COL  
38240 LE PEAVER  
(FRANCE)

Executed as a Deed by )

**GRESHAM HOUSE DEVCO PIPELINE) acting by**  
a Director )

Limited  
V

in the presence of )

Name of Witness )

Address of Witness



Dated

16th July

2025

ROCHFORD DISTRICT COUNCIL

-and-

JOHN ROBERT PILGRIM

-and-

JANE LINDA PILGRIM

-and-

ALEXANDER MILES PILGRIM

-and-

KATE EMMA PILGRIM

-and-

GRESHAM HOUSE DEVCO PIPELINE

LIMITED



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

relating to land at Fairlawns Farm, Rayleigh.

THIS DEED is dated

16th July

2025

**PARTIES:**

- (1) **ROCHFORD DISTRICT COUNCIL**, South Street, Rochford, Essex, SS4 1BW referred to as ("the Council")
- (2) **JOHN ROBERT PILGRIM, JANE LINDA PILGRIM & ALEXANDER MILES PILGRIM** of Stow Hall, Woodham Road, Stow Maries, Chelmsford, SM3 6SA & **KATE EMMA PILGRIM** of 85 Impasse Des Faures, Chantelouve, Isere, France referred to as ("the Owner")
- (3) **GRESHAM HOUSE DEVCO PIPELINE** LIMITED (COMPANY NUMBER 11007496) of 5 New Street Square, London, EC4A 3TW referred to as ("the Developer")

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is the local planning authority for the area within which the Site is situated
- (B) The Developer has applied for the Permission and the Council has resolved to grant the Permission subject to the Parties entering into this Deed
- (C) The Owner owns the freehold of the Site and the BNG Site
- (D) The Developer has an Option Agreement to purchase of the Site.

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990
BNG Site	The land shown on the BNG Site plan and as described in Schedule 1 of this Deed.

BNG Site Plan	The plan attached to Appendix 2 of this Deed marked "BNG Site Plan".
Commencement	<p>The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of:</p> <ul style="list-style-type: none"> <li>site clearance</li> <li>demolition</li> <li>archaeological investigations</li> <li>investigations for the purposes of assessing ground conditions</li> <li>remedial works in respect of any contamination or other adverse ground conditions</li> <li>security of the Oakridge Site</li> <li>diversion and laying of services</li> <li>ground surveys</li> <li>removal of contamination</li> <li>erection of temporary fences</li> <li>temporary display of site notices and/or advertisements</li> </ul> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The Development of the Site in accordance with the Permission
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
Index	the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the

relevant time no longer published) such other comparable index or basis for indexation as the Council may direct

Index Linked

the recalculation of any payment specified in this Deed by applying the following formula:-

$$A \times \frac{B}{C} = D$$

Where:

A = the payment specified in this Deed

B = the figure shown in the relevant Index for the month last published prior to the date the payment is made under this Deed

C = the figure shown in the relevant Index for the month immediately prior to the date of this Deed

D = the recalculated sum payable

Monitoring Fee

The sum of £445.00 Index Linked

Occupation

Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:

construction

internal and external refurbishment

decoration

fitting-out

marketing

security operations

and 'Occupy' and 'Occupied' will be construed accordingly

Permission	The planning permission to be granted by the Council for the construction and operation of a unmanned battery energy storage system (BESS) with a total import capacity of up to 480MM under allocated reference number 24/00455/FUL or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development
Site Plan	The plan attached to Appendix 1 of this Deed
Site	The land known as Fairlawns Farm, Chelmsford Road, Rayleigh, Essex and registered at H M Land Registry under title number EX546539 shown edged red on the Plan
Trigger	means the date of Commencement and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

## **2. LEGAL BASIS**

- 2.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council
- 2.2 Covenants given by more than one party can be enforced against them individually or jointly

- 2.3 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 2.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.5 This Deed is governed by and interpreted in accordance with the law of England
- 2.6 References to any party to this Deed shall include their successors in title and in the case of the Council and the County Council the successors to their respective statutory functions.

### **3. COVENANTS**

- 3.1 The Owner covenants with the Council to bind themselves and their successors in title to observe and perform the obligations and stipulations contained in the Clauses and Schedules of this Deed
- 3.2 The Council covenant with the Owner to comply with their obligations contained in the Clauses and Schedules of this Deed
- 3.3 Representatives of the Council may enter upon the Site at any reasonable time (and in the case of an emergency immediately) to ascertain whether the terms of this Deed and of the Permission are or have been complied with subject to complying with all health and safety requirements notified by the Owner.
- 3.4 The Owner covenants with the Council to pay the Monitoring Fee prior to Commencement of the Development

#### 4. OTHER PROVISIONS

- 4.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site or that part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest)
- 4.2 The Owner confirms that he is the owner of the Site with full power to enter into this Deed and that there is no person or body whose consent is necessary to make this Deed binding on all interests in the Site
- 4.3 Covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 4.3.1 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications highways or any other services in connection with the Development of the Site.
- 4.4 On completion the Developer will pay the Council's reasonable legal costs in connection with this Deed.
- 4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.7 No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed

## **5. DISPUTES**

- 5.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert.
- 5.2 The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Chartered Institute of Ecology and Environmental Management and the expert's decision shall be final and binding
- 5.3 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

## **6. INTEREST AND VAT**

- 6.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time
- 6.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

## **7. NOTIFICATIONS**

- 7.1 Save for the written confirmation referred to in the definition of Permission which shall be deemed as given on the issue of the decision notice, any notice or written communication given under this Deed is validly given if hand delivered or sent by first class or recorded post to the address set out at the beginning of this Deed, unless written notification of another address or method has been received
- 7.2 The Owner will notify the Nominated Officer in writing of the anticipated Triggers

seven days in advance of each anticipated date and the actual Triggers within seven days of each actual date

- 7.3 If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site

8. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all of the counterparts shall together constitute one and the same agreement

## FIRST SCHEDULE

Details of the Owner's Title, and description of the Site and the BNG Site

### Part 1 – the Site

All that piece or parcel of freehold land at the Junction of A127 and A130 known as Fairlawns Farm, Rayleigh in the county of Essex which is shown edged red for identification purposes only on the Site Plan which is registered within title number EX546539 at the Land Registry.

### Part 2 – the BNG Site

All that piece or parcel of freehold land at the Junction of A127 and A130 known as Fairlawns Farm, Rayleigh in the county of Essex which is shown in green for identification purposes on the BNG Site Plan which is registered within title number EX546539 at the Land Registry

## SECOND SCHEDULE

### DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE BNG SITE

1. In this part of this Schedule (unless the context otherwise requires) the following expressions shall have the following meanings:-

**Approved BNG Scheme**

means the BNG Scheme as approved by the Council in writing including any amendment, substitution or variation thereof agreed between the parties in writing

**Biodiversity Net Gain**

a measurable increase in the condition of the natural environment as a result of the creation and enhancement of habitats resulting in a positive ecological impact following the carrying out of the Development

**BNG Period**

means the period of 30 years from the date of completion of the permission in accordance with the approved BNG scheme

**Biodiversity Gain Land Monitoring Contribution**

means the sum of £5664.00, Index Linked, to be paid by the Owner to the Council to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with as required by the Planning Permission and approved by the Council.

**BNG Scheme**

a scheme for the laying out, creation, enhancement, management and monitoring of the BNG Site including:

- Details of the creation and enhancement works to be undertaken on the BNG Site required to ensure that the Development overall delivers a minimum of 10% Biodiversity Net Gain
- The timetable for the implementation of the provisions contained in the Approved BNG Scheme
- Periodic monitoring in year 1 and then on the 2, 5, 10, 15, 20, 25 and 30 year anniversary of the date of satisfactory completion of the BNG Site including a requirement for the submission of a written report to the Council detailing the effectiveness of the Approved BNG Scheme and any remedies required to meet the requirements of the Approved BNG Scheme
- Proposals for the ongoing management and maintenance of the BNG Site during the BNG Period
- Such other details as the Council may reasonably require to ensure the laying out, maintenance, monitoring and use of the BNG Site results in Biodiversity Net Gain, this includes but is not limited to: full details of the watercourse enhancements as proposed in the biodiversity metric at Appendix 3 and any documentation the Council will reasonably require in respect of these enhancements

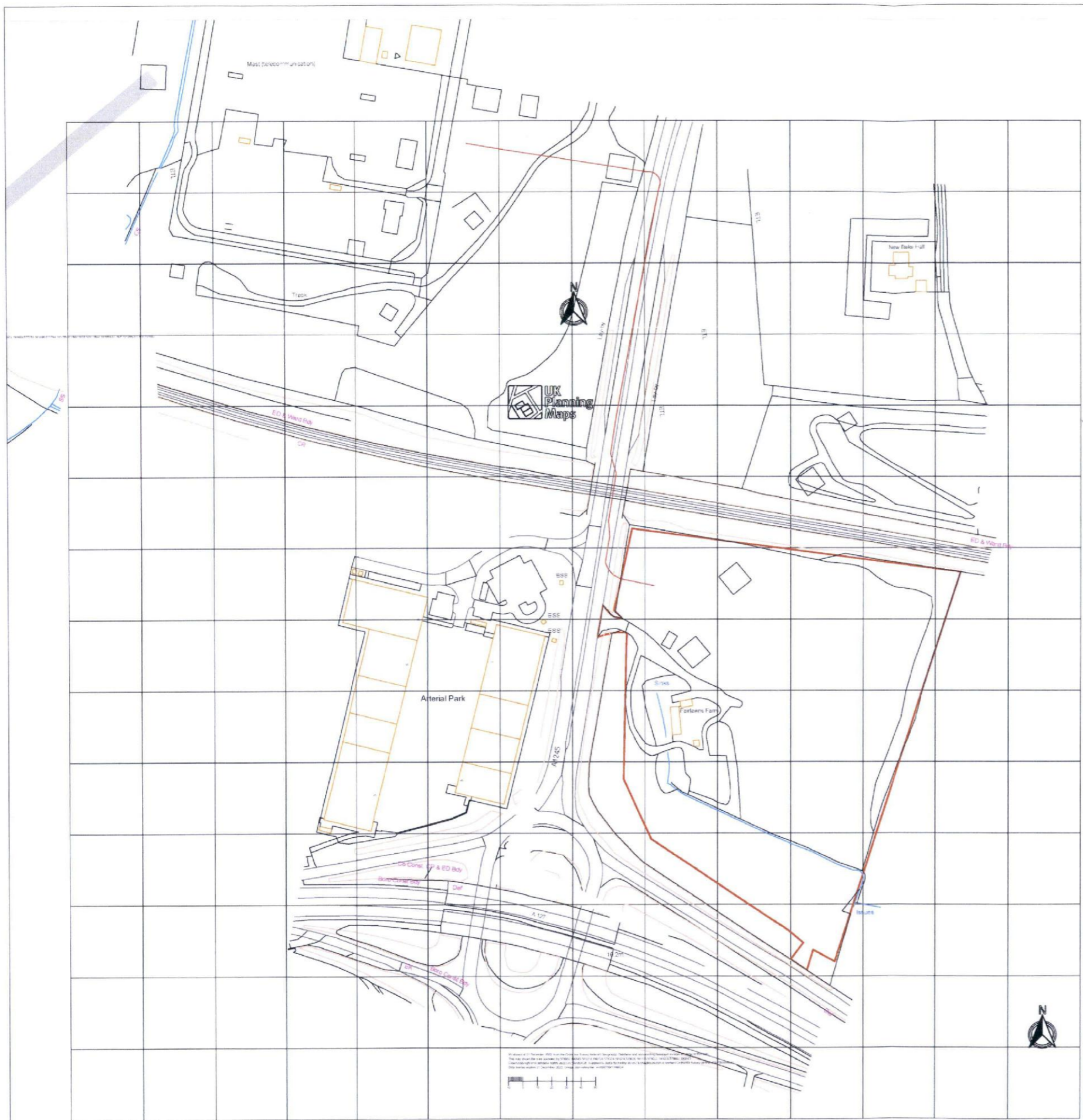
2. The Owners covenant with the Council:

- 2.1 not to allow Commencement of the Development until the BNG Scheme has been submitted to and approved by the Council in writing
- 2.2 to layout and provide the BNG Site in accordance with the Approved BNG Scheme.
- 2.3 not to use the BNG Site for uses that are not compatible with the creation and enhancement of habitats in accordance with the Approved BNG Scheme throughout the BNG Period

- 2.4 to monitor and maintain the BNG Site in accordance with the approved BNG Scheme throughout the BNG Period
- 2.5 unless otherwise agreed with the Council in writing, not to develop or otherwise interfere with the use of the BNG Site in accordance with the BNG Scheme throughout the BNG Period
- 2.6 To pay the Biodiversity Gain Land Monitoring Contribution to the Council within 10 working days of the date of Commencement.

**APPENDIX 1**

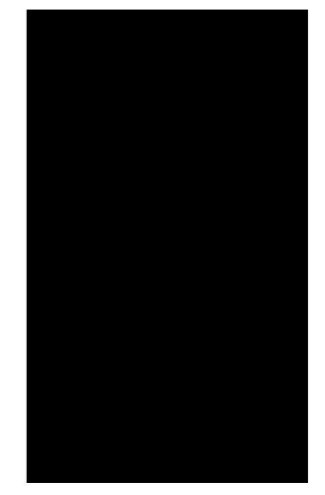
**Site Plan**



**LEGEND**

— SITE BOUNDARY  
48,000m<sup>2</sup>

— CABLE ROUTE

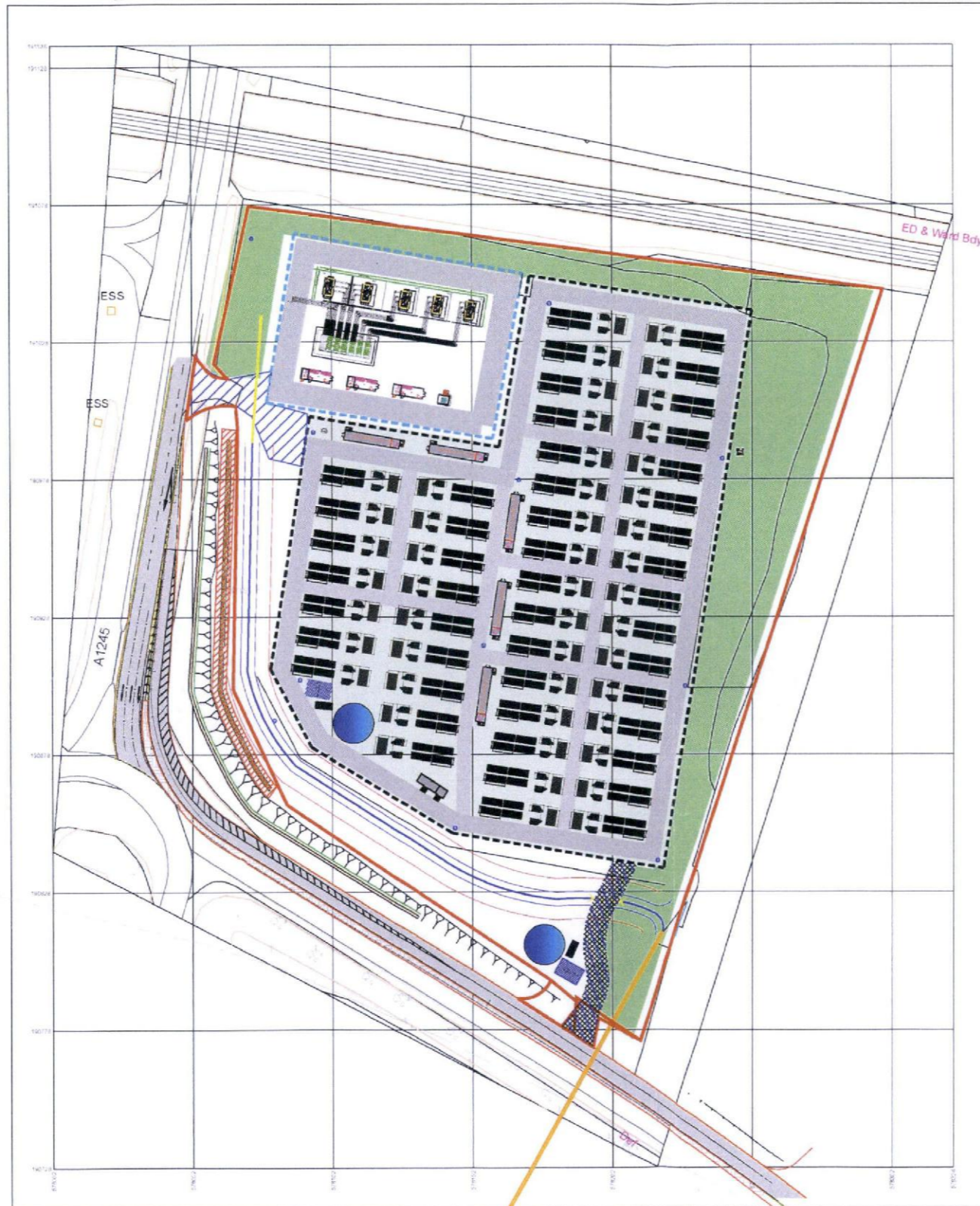


No	REVISIONS	By	Date	Check
H	ISSUED TO GO ON	MM	19.09.24	GJ
G	REVISED TO REFLECT ROADWAY	MM	02.06.24	GJ
F	REVISED TO REFLECT NEW ROAD BOUNDARY	MM	29.05.24	GJ
E	CABLE ROUTE ADDED	MM	23.05.24	GJ
D	AREA EXPANDED	MM	28.08.23	GJ
C	UPDATED TO MATCH RLB	MM	23.08.23	GJ
B	UPDATED LOCATION	MM	14.01.23	GJ
A	FIRST ISSUE	MM	01.12.22	GJ

REVISIONS	
PROJECT NUMBER <b>RAYLEIGH</b>	
TITLE <b>SITE LOCATION</b>	
CLIENT <b>GRESHAM</b>	
LOCATION Chelmsford Road, Rawreth, Rochford, Essex, England, SS6 9EZ	
CAD REFERENCE: <b>00-RAYLEIGH -101</b>	
SCALE: <b>1:1500 @ A1</b>	SHEET: <b>1 OF 1</b>
DRAWN BY: <b>MM</b>	DATE: <b>01.12.22</b>
CHECKED BY: <b>GJ</b>	DATE: <b>01.12.22</b>
AVON UTILITIES & GENERATION LTD UNIT 1 MOULDINGS GREEN, KENILWORTH ROAD, MERDEN, CV7 7LJ	

**APPENDIX 2**

**BNG Site Plan**



Produced on 21 December 2022 from the Ordnance Survey National Grid datum and incorporating current revision available at this date.  
This map shows the area bounded by 510000 510020 to 510020 510040. It is not to be used for navigation or other purposes.  
© Crown copyright and database right 2022. All rights reserved. Supplied by mapbox.com. All trademarks are the property of their respective owners.  
Data source: Ordnance Survey, 21 December 2022. URL: os.uk. Licence: All rights reserved. OS Licence: 100049136.



- ### LEGEND
- INDICATIVE SITE BOUNDARY  
48,000m<sup>2</sup>
  - 400kV/ 33kV S/S AREA  
5,070m<sup>2</sup>
  - BESS SITE  
26,800m<sup>2</sup>
  - ACCESS
  - FIBERGLASS GRATING  
COMPOUND AREA
  - FIBERGLASS GRATING  
INTERNAL ACCESS ROAD
  - PLANTING AREA

**EQUIPMENT SUMMARY:**

480MW 2h Site (+15%)  
192 - BATTERY CONTAINERS  
48 - TRANSFORMER  
96 - INVERTORS

96 X 5.6MW = 537MW

No	DESCRIPTION	By	Date	Drawn
E	UPDATED R/LB - ACCESS ADDED	MM	02.02.24	GL
D	UPDATED S/S	MM	15.05.24	GL
C	UPDATED DRAINAGE	MM	01.06.24	GL
B	UPDATED SS LAYOUT	MM	12.02.24	GL
A	FIRST ISSUE	MM	02.02.24	GL

REVISIONS

PROJECT NUMBER  
**RAYLEIGH**

TITLE  
**BNG**

CLIENT  
**GRESHAM**

LOCATION  
Chelmsford Road, Rawreth, Rochford,  
Essex, England, SS6 9EZ

CAJ REFERENCE: **00-RAYLEIGH - 107**

SCALE: **1:1000 @ A1** SHEET: **1 OF 1**

DRAWN BY: **MM** DATE: **02.02.24**

CHECKED BY: **GJ** DATE: **02.02.24**

AVON UTILITIES & GENERATION Ltd  
UNIT 1, MOULDINGS GREEN,  
KENILWORTH ROAD,  
MERIDEN,  
CV7 7LJ

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

**THE COMMON SEAL OF ROCHFORD District Council** )  
was affixed in the presence of: )

Authorised Signatory:

Executed as a Deed by )  
**JOHN ROBERT PILGRIM**

in the presence of: )

Name of Witness: )

Signature of witness: )

Executed as a Deed by )  
**JANE LINDA PILGRIM**

in the presence of: )

Name of Witness: )

Address of Witness: )

Executed as a Deed by )  
**ALEXANDER MILES PILGRIM**

in the presence of: )

Name of Witness: )

Address of Witness: )

Executed as a Deed by )  
**KATE EMMA PILGRIM**

in the presence of: )

Name of Witness: )

Address of Witness )

Executed as a Deed by )  
**GRESHAM HOUSE DEVCO PIPELINE** <sup>LIMITED</sup> <sup>ct</sup> acting by  
a Director , **CHARLES VON SCHMIEDER** )

in the presence of )

Name of Witness **MANDY PARR** )

Address of Witness **80 CHEAPSIDE, LONDON**  
**EC4V 6EE** )

Dated

16th July

2025

ROCHFORD DISTRICT COUNCIL

-and-

JOHN ROBERT PILGRIM

-and-

JANE LINDA PILGRIM

-and-

ALEXANDER MILES PILGRIM

-and-

KATE EMMA PILGRIM

-and-

GRESHAM HOUSE DEVCO PIPELINE LIMITED

AK

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

relating to land at Fairlawns Farm, Rayleigh.

THIS DEED is dated

16th July

2025

**PARTIES:**

- (1) **ROCHFORD DISTRICT COUNCIL**, South Street, Rochford, Essex, SS4 1BW referred to as ("the Council")
- (2) **JOHN ROBERT PILGRIM, JANE LINDA PILGRIM & ALEXANDER MILES PILGRIM** of Stow Hall, Woodham Road, Stow Maries, Chelmsford, SM3 6SA & **KATE EMMA PILGRIM** of 85 Impasse Des Faures, Chantelouve, Isere, France referred to as ("the Owner")
- (3) **GRESHAM HOUSE DEVCO PIPELINE** of 5 New Street Square, London, EC4A 3TW referred to as ("the Developer")

✓ LIMITED 11007494

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is the local planning authority for the area within which the Site is situated
- (B) The Developer has applied for the Permission and the Council has resolved to grant the Permission subject to the Parties entering into this Deed
- (C) The Owner owns the freehold of the Site and the BNG Site
- (D) The Developer has an Option Agreement to purchase of the Site.

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990
BNG Site	The land shown on the BNG Site plan and as described in Schedule 1 of this Deed.

BNG Site Plan	The plan attached to Appendix 2 of this Deed marked "BNG Site Plan".
Commencement	<p>The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of:</p> <ul style="list-style-type: none"> <li>site clearance</li> <li>demolition</li> <li>archaeological investigations</li> <li>investigations for the purposes of assessing ground conditions</li> <li>remedial works in respect of any contamination or other adverse ground conditions</li> <li>security of the Oakridge Site</li> <li>diversion and laying of services</li> <li>ground surveys</li> <li>removal of contamination</li> <li>erection of temporary fences</li> <li>temporary display of site notices and/or advertisements</li> </ul> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The Development of the Site in accordance with the Permission
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
Index	the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the

relevant time no longer published) such other comparable index or basis for indexation as the Council may direct

Index Linked

the recalculation of any payment specified in this Deed by applying the following formula:-

$$A \times \frac{B}{C} = D$$

Where:

A = the payment specified in this Deed

B = the figure shown in the relevant Index for the month last published prior to the date the payment is made under this Deed

C = the figure shown in the relevant Index for the month immediately prior to the date of this Deed

D = the recalculated sum payable

Monitoring Fee

The sum of £445.00 Index Linked

Occupation

Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:

construction

internal and external refurbishment

decoration

fitting-out

marketing

security operations

and 'Occupy' and 'Occupied' will be construed accordingly

Permission                      The planning permission to be granted by the Council for the construction and operation of a unmanned battery energy storage system (BESS) with a total import capacity of up to 480MM under allocated reference number 24/00455/FUL or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development

Site Plan                         The plan attached to Appendix 1 of this Deed

Site                                The land known as Fairlawns Farm, Chelmsford Road, Rayleigh, Essex and registered at H M Land Registry under title number EX546539 shown edged red on the Plan

Trigger                            means the date of Commencement and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

## **2.      LEGAL BASIS**

2.1      This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council

2.2      Covenants given by more than one party can be enforced against them individually or jointly

- 2.3 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 2.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.5 This Deed is governed by and interpreted in accordance with the law of England
- 2.6 References to any party to this Deed shall include their successors in title and in the case of the Council and the County Council the successors to their respective statutory functions.

### **3. COVENANTS**

- 3.1 The Owner covenants with the Council to bind themselves and their successors in title to observe and perform the obligations and stipulations contained in the Clauses and Schedules of this Deed
- 3.2 The Council covenant with the Owner to comply with their obligations contained in the Clauses and Schedules of this Deed
- 3.3 Representatives of the Council may enter upon the Site at any reasonable time (and in the case of an emergency immediately) to ascertain whether the terms of this Deed and of the Permission are or have been complied with subject to complying with all health and safety requirements notified by the Owner.
- 3.4 The Owner covenants with the Council to pay the Monitoring Fee prior to Commencement of the Development

**4. OTHER PROVISIONS**

- 4.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site or that part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest)
- 4.2 The Owner confirms that he is the owner of the Site with full power to enter into this Deed and that there is no person or body whose consent is necessary to make this Deed binding on all interests in the Site
- 4.3 Covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 4.3.1 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications highways or any other services in connection with the Development of the Site.
- 4.4 On completion the Developer will pay the Council's reasonable legal costs in connection with this Deed.
- 4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.7 No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed

## **5. DISPUTES**

- 5.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert.
- 5.2 The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Chartered Institute of Ecology and Environmental Management and the expert's decision shall be final and binding
- 5.3 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

## **6. INTEREST AND VAT**

- 6.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time
- 6.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

## **7. NOTIFICATIONS**

- 7.1 Save for the written confirmation referred to in the definition of Permission which shall be deemed as given on the issue of the decision notice, any notice or written communication given under this Deed is validly given if hand delivered or sent by first class or recorded post to the address set out at the beginning of this Deed, unless written notification of another address or method has been received
- 7.2 The Owner will notify the Nominated Officer in writing of the anticipated Triggers

seven days in advance of each anticipated date and the actual Triggers within seven days of each actual date

- 7.3 If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site

8. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all of the counterparts shall together constitute one and the same agreement

## **FIRST SCHEDULE**

Details of the Owner's Title, and description of the Site and the BNG Site

### **Part 1 – the Site**

All that piece or parcel of freehold land at the Junction of A127 and A130 known as Fairlawns Farm, Rayleigh in the county of Essex which is shown edged red for identification purposes only on the Site Plan which is registered within title number EX546539 at the Land Registry.

### **Part 2 – the BNG Site**

All that piece or parcel of freehold land at the Junction of A127 and A130 known as Fairlawns Farm, Rayleigh in the county of Essex which is shown in green for identification purposes on the BNG Site Plan which is registered within title number EX546539 at the Land Registry

## SECOND SCHEDULE

### DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE BNG SITE

1. In this part of this Schedule (unless the context otherwise requires) the following expressions shall have the following meanings:-

**Approved BNG Scheme**

means the BNG Scheme as approved by the Council in writing including any amendment, substitution or variation thereof agreed between the parties in writing

**Biodiversity Net Gain**

a measurable increase in the condition of the natural environment as a result of the creation and enhancement of habitats resulting in a positive ecological impact following the carrying out of the Development

**BNG Period**

means the period of 30 years from the date of completion of the permission in accordance with the approved BNG scheme

**Biodiversity Gain Land Monitoring Contribution**

means the sum of £5664.00, Index Linked, to be paid by the Owner to the Council to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with as required by the Planning Permission and approved by the Council.

**BNG Scheme**

a scheme for the laying out, creation, enhancement, management and monitoring of the BNG Site including:

- Details of the creation and enhancement works to be undertaken on the BNG Site required to ensure that the Development overall delivers a minimum of 10% Biodiversity Net Gain
- The timetable for the implementation of the provisions contained in the Approved BNG Scheme
- Periodic monitoring in year 1 and then on the 2, 5, 10, 15, 20, 25 and 30 year anniversary of the date of satisfactory completion of the BNG Site including a requirement for the submission of a written report to the Council detailing the effectiveness of the Approved BNG Scheme and any remedies required to meet the requirements of the Approved BNG Scheme
- Proposals for the ongoing management and maintenance of the BNG Site during the BNG Period
- Such other details as the Council may reasonably require to ensure the laying out, maintenance, monitoring and use of the BNG Site results in Biodiversity Net Gain, this includes but is not limited to: full details of the watercourse enhancements as proposed in the biodiversity metric at Appendix 3 and any documentation the Council will reasonably require in respect of these enhancements

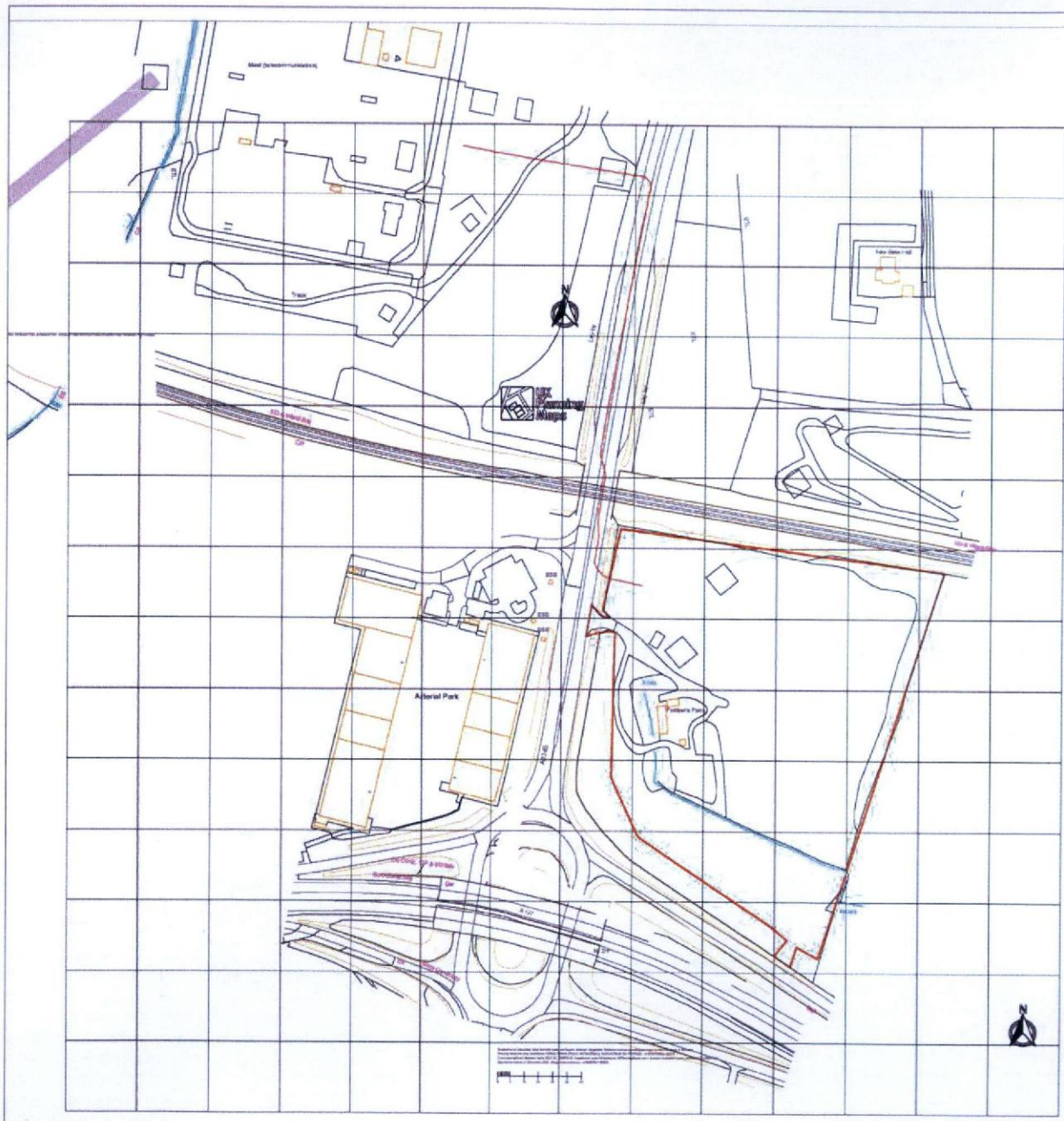
2. The Owners covenant with the Council:

- 2.1 not to allow Commencement of the Development until the BNG Scheme has been submitted to and approved by the Council in writing
- 2.2 to layout and provide the BNG Site in accordance with the Approved BNG Scheme.
- 2.3 not to use the BNG Site for uses that are not compatible with the creation and enhancement of habitats in accordance with the Approved BNG Scheme throughout the BNG Period

- 2.4 to monitor and maintain the BNG Site in accordance with the approved BNG Scheme throughout the BNG Period
- 2.5 unless otherwise agreed with the Council in writing, not to develop or otherwise interfere with the use of the BNG Site in accordance with the BNG Scheme throughout the BNG Period
- 2.6 To pay the Biodiversity Gain Land Monitoring Contribution to the Council within 10 working days of the date of Commencement.

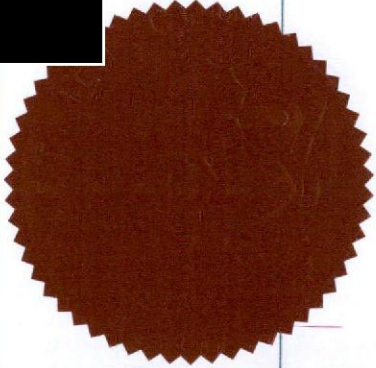
**APPENDIX 1**

**Site Plan**



**LEGEND**

- SITE BOUNDARY
- 48,000m<sup>2</sup>
- CABLE ROUTE



NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR DESIGN	01/12/22	GJ	
2	REVISIONS	01/12/22	GJ	
3	REVISIONS	01/12/22	GJ	
4	REVISIONS	01/12/22	GJ	
5	REVISIONS	01/12/22	GJ	
6	REVISIONS	01/12/22	GJ	
7	REVISIONS	01/12/22	GJ	
8	REVISIONS	01/12/22	GJ	
9	REVISIONS	01/12/22	GJ	
10	REVISIONS	01/12/22	GJ	

**PROJECT NAME:**  
RAYLEIGH

**TITLE:**  
SITE LOCATION

**DRAWN BY:**  
GRESHAM

**LOCATION:**  
Chelmsford Road, Rawreth, Rochford,  
Essex, England, SS6 9EZ

**GRID REFERENCE:**  
00-RAYLEIGH - 101

**SCALE:** 1:1500 @ A1 **SHEET:** 1 OF 1

**DRAWN BY:** MM **DATE:** 01.12.22

**DESIGNED BY:** GJ **DATE:** 01.12.22

AVON UTILITIES & GENERATION LTD  
UNIT 1, BICKLEWASH GREEN,  
KENILWORTH ROAD,  
MERCEN,  
CV7 7LJ

**APPENDIX 2**

**BNG Site Plan**



**Appendix 3**  
**Biodiversity Metric**

# The Statutory Biodiversity Metric

Auditing and accounting for biodiversity

## Calculation Tool

[Open Tool](#)



## The Statutory Biodiversity Metric Start page

### Project details

Planning authority:	Rochford District Council		
Project name:	2486107 - 480MW BESS Rayleigh Essex		
Applicant:			
Application type:			
Planning application reference:			
Completed by:	Iveta Nikandrovaite		
Date of metric completion:	01 May 2024		
Reviewer:	Will Holden		
Calculation iteration:	REV00		
Planning authority reviewer:			
Date of planning authority review:			
Target % net gain:	10%		
Irreplaceable habitat present at baseline:	No ✓		
Total site area - including irreplaceable habitat area (hectares):	4.77	Irreplaceable habitat site area (hectares):	0.00
Total off-site area - including irreplaceable habitat area (hectares):	N/A	Irreplaceable habitat area off-site (hectares):	N/A

### Cell style conventions

⚠	Attention required
▲	Input error/rules and principles not met
	Use of this cell is not appropriate
	Enter data
	Automatic lookup
	Result

Main menu

Results

View all

Reset view

On-site baseline map

Insert

On-site post intervention map

Insert

On-site baseline map reference number

Off-site baseline map

Insert

Off-site baseline map reference number

On-site post-intervention map reference number

Off-site post intervention map

Insert

Off-site post-intervention reference number

# The Statutory Biodiversity Metric Main menu

- Key**
-  Area habitats
  -  Hedgerows and lines of trees
  -  Watercourses

Start page      Technical data      Results

Tree helper						
Tree size	Number of trees and area (ha) for each condition state					
	Poor	Area	Moderate	Area	Good	Area
Small		0.0000	19	0.0774		0.0000
Medium		0.0000		0.0000		0.0000
Large		0.0000		0.0000		0.0000
Very large		0.0000		0.0000		0.0000
<b>Total</b>	<b>0</b>	<b>0.0000</b>	<b>19</b>	<b>0.0774</b>	<b>0</b>	<b>0.0000</b>

Start here



## On-site baseline

- A-1 On-site Area Habitat Baseline 
- B-1 On-site Hedge Baseline 
- C-1 On-site Watercourse Baseline 

## On-site post development

- A-2 On-site Area Habitat Creation 
- A-3 On-site Area Habitat Enhancement 
- B-2 On-site Hedge Creation 
- B-3 On-site Hedge Enhancement 
- C-2 On-site Watercourse Creation 
- C-3 On-site Watercourse Enhancement 

## Off-site baseline

- D-1 Off-site Area Habitat Baseline 
- E-1 Off-site Hedge Baseline 
- F-1 Off-site Watercourse Baseline 

## Off-site post development

- D-2 Off-site Area Habitat Creation 
- D-3 Off-site Area Habitat Enhancement 
- E-2 Off-site Hedge Creation 
- E-3 Off-site Hedge Enhancement 
- F-2 Off-site Watercourse Creation 
- F-3 Off-site Watercourse Enhancement 

Area Habitat	Change	Available Units	Remaining Value	Unit Cost
Area Habitat	11.00%		11.00	1.00
Hedges/roves	13.00%	2.18	1.60	0.73
Watercourses	13.00%	0.33	0.30	0.90

Tier	Unit Charge by Tier	Unit Available to Date (Cost Offset)
A1	1.00	1.00
A2	0.50	0.50
A3	0.50	0.50
A4	0.50	0.50
A5	0.50	0.50
H	0.50	0.50
N	0.00	0.00

Year	Habitat	Habitat Group	Unit Charge	Costs to Tier
A5	Watercourse bank	Watercourse	0.50	0.00
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
A4	Watercourse bank	Watercourse	0.50	0.00
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
A3	Watercourse bank	Watercourse	0.50	0.00
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
A2	Watercourse bank	Watercourse	0.50	0.00
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
	Watercourse bank	Watercourse	0.50	
A1	Watercourse bank	Watercourse	0.50	0.00

<b>Rule 1</b>	Higher surplus is used to offset loss of medium distinctiveness of the same broad habitat category.
<b>Rule 2</b>	Remaining higher surplus is used to offset the loss of the most expensive medium credit tier of A5.
<b>Rule 3</b>	Remaining higher surplus is used to offset the loss of the second most expensive medium credit tier of A5.
<b>Rule 4</b>	Remaining higher surplus is used to offset the loss of the third most expensive medium credit tier A5.
<b>Rule 5</b>	Remaining higher surplus is used to offset losses from low distinctiveness habitats.

Medium	Habitat Group	Medium Distinctiveness Habitat Availability		Medium Distinctiveness Losses					Total Losses to Tier
		Available Units	Available Value	Rule 1	Rule 2	Rule 3	Rule 4	Rule 5	
A1	Watercourse bank	0.50	0.50	0.50	0.00	0.00	0.00	0.00	0.00
	Watercourse bank	0.50	0.50	0.50	0.00	0.00	0.00	0.00	
	Watercourse bank	0.50	0.50	0.50	0.00	0.00	0.00	0.00	
	Watercourse bank	0.50	0.50	0.50	0.00	0.00	0.00	0.00	
	Watercourse bank	0.50	0.50	0.50	0.00	0.00	0.00	0.00	
A2	Watercourse bank	0.50	0.50	0.00	0.50	0.00	0.00	0.00	0.00
	Watercourse bank	0.50	0.50	0.00	0.50	0.00	0.00	0.00	
A3	Watercourse bank	0.50	0.50	0.00	0.00	0.50	0.00	0.00	0.00
	Watercourse bank	0.50	0.50	0.00	0.00	0.50	0.00	0.00	

Low	Unit Charge for Low Distinctiveness Habitat	Total Unit Charge for Low Distinctiveness Habitats Following Offset from Higher Distinctiveness Habitats	Tier's Remaining Available Units After Rule 5	Total Losses to Tier
A1	0.50	0.00	0.50	0.00

Hedges/roves	Losses	Total Losses
0.00	0.00	0.00

H	Wages		0.00
	Salaries		
	Benefits		
	Other		

W	Wages		0.00
	Salaries		
	Benefits		
	Other		

## The Statutory Biodiversity Metric Results

Return to start  
page

Headline results

Detailed results

Habitat trading  
summaries

Off-site  
summary

Irreplaceable  
habitats summary

Unit shortfall  
summary

2486107 - 480MW BESS Rayleigh Essex

Return to results menu

**Headline Results**

Scroll down for final results ▲

On-site baseline	Habitat units	15.08		
	Hedgerow units	2.18		
	Watercourse units	0.33		
On-site post-intervention <small>(including habitat retention, creation &amp; enhancement)</small>	Habitat units	14.60		
	Hedgerow units	2.43		
	Watercourse units	0.62		
On-site net change <small>(units &amp; percentage)</small>	Habitat units	-0.48	-3.16%	On-site net gain is less than target set ▲
	Hedgerow units	0.25	11.33%	
	Watercourse units	0.29	87.30%	

Off-site baseline	Habitat units	0.00	
	Hedgerow units	0.00	
	Watercourse units	0.00	
Off-site post-intervention <small>(including habitat retention, creation &amp; enhancement)</small>	Habitat units	0.00	
	Hedgerow units	0.00	
	Watercourse units	0.00	
Off-site net change <small>(units &amp; percentage)</small>	Habitat units	0.00	0.00%
	Hedgerow units	0.00	0.00%
	Watercourse units	0.00	0.00%

Combined net unit change <small>(including all on-site &amp; off-site habitat retention, creation &amp; enhancement)</small>	Habitat units	-0.48
	Hedgerow units	0.25
	Watercourse units	0.29
Spatial risk multiplier (SRM) deductions	Habitat units	0.00
	Hedgerow units	0.00
	Watercourse units	0.00

**FINAL RESULTS**

Total net unit change <small>(including all on-site &amp; off-site habitat retention, creation &amp; enhancement)</small>	Habitat units	-0.48	
	Hedgerow units	0.25	
	Watercourse units	0.29	
	Habitat units	-3.16%	Total net gain achieved is less than target set ▲

<b>Total net % change</b> <small>(Including all on-site &amp; off-site habitat retention, creation &amp; enhancement)</small>	<i>Hedgerow units</i>	11.33%
	<i>Watercourse units</i>	87.30%

**Trading rules satisfied?** No - Check Trading Summaries ▲

Unit Type	Target	Baseline Units	Units Required	Unit Deficit
<i>Habitat units</i>	10.00%	15.08	16.59	1.98
<i>Hedgerow units</i>	10.00%	2.18	2.40	0.00
<i>Watercourse units</i>	10.00%	0.33	0.36	0.00

No additional hedgerow units required to meet target ✓  
 No additional watercourse units required to meet target ✓

**Input errors/rule breaks present in metric ▲**





Return to results menu

Trading summary hedgerows

Trading summary watercourses

### Trading Summary

Distinctiveness Group	Trading Rule	Trading Satisfied?
Very High	Same habitat required - Ineligible compensation option 2	Yes ✓
High	Same habitat required =	Yes ✓
Medium	Same distinctiveness or better habitat required 1	No ▲
Low	Same distinctiveness or better habitat required 2	No ▲

### Very High Distinctiveness

Habitat group	Group	On-site unit change	Off-site unit change	Project-wide unit change	Unit losses
Grassland - lowland dry acid grassland	Grassland	0.00	0.00	0.00	
Grassland - lowland meadows	Grassland	0.00	0.00	0.00	
Grassland - Upland hay meadows	Grassland	0.00	0.00	0.00	
Heathland and scrub - Mountain heaths and willow scrub	Heathland and scrub	0.00	0.00	0.00	
Lakes - Aquatic and naturally fluctuating water bodies	Lakes	0.00	0.00	0.00	
Sparsely vegetated land - Calluna heath grasslands	Sparsely vegetated land	0.00	0.00	0.00	
Sparsely vegetated land - Limestone pavement	Sparsely vegetated land	0.00	0.00	0.00	
Wetland - Blanket bog	Wetland	0.00	0.00	0.00	
Wetland - Depressions on peat siltstones (H193)	Wetland	0.00	0.00	0.00	
Wetland - Fens (upland and lowland)	Wetland	0.00	0.00	0.00	
Wetland - Lowland raised bog	Wetland	0.00	0.00	0.00	
Wetland - peatmoor valley mire (1) (H6.1)	Wetland	0.00	0.00	0.00	
Wetland - Purple moor grass and rush pastures	Wetland	0.00	0.00	0.00	
Wetland - Transition mires and quaking bogs (H1.14)	Wetland	0.00	0.00	0.00	
Woodland and forest - Broadleaved and parkland	Woodland and forest	0.00	0.00	0.00	
Rocky shore - High energy littoral rock - on peat, clay or chalk	Rocky shore	0.00	0.00	0.00	
Rocky shore - Moderate energy littoral rock - on peat, clay or chalk	Rocky shore	0.00	0.00	0.00	
Rocky shore - Low energy littoral rock - on peat, clay or chalk	Rocky shore	0.00	0.00	0.00	
Rocky shore - Features of littoral rock - on peat, clay or chalk	Rocky shore	0.00	0.00	0.00	
Intertidal sediment - Littoral pebbles on peat, clay or chalk	Intertidal sediment	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00

### Very High Distinctiveness Summary

Very High Distinctiveness Units available to offset lower distinctiveness deficit	0.00
Remaining losses: Low for sites not satisfied	0.00

### High Distinctiveness

Habitat group	Group	On-site unit change	Off-site unit change	Project-wide unit change	Losses not yet accounted for
Grassland - Traditional orchards	Grassland	0.00	0.00	0.00	
Grassland - Floodplain wetland meadow and CFOM	Grassland	0.00	0.00	0.00	
Grassland - lowland calcareous grassland	Grassland	0.00	0.00	0.00	
Grassland - Tall herb communities (H4.12)	Grassland	0.00	0.00	0.00	
Grassland - Upland calcareous grassland	Grassland	0.00	0.00	0.00	
Heathland and scrub - Lowland heathlands	Heathland and scrub	0.00	0.00	0.00	
Heathland and scrub - Dunes with sea birch (H6.16)	Heathland and scrub	0.00	0.00	0.00	
Heathland and scrub - Upland heathland	Heathland and scrub	0.00	0.00	0.00	
Lakes - High alkalinity lakes	Lakes	0.00	0.00	0.00	
Lakes - Low alkalinity lakes	Lakes	0.00	0.00	0.00	
Lakes - Mall lakes	Lakes	0.00	0.00	0.00	
Lakes - Moderate alkalinity lakes	Lakes	0.00	0.00	0.00	
Lakes - Peat lakes	Lakes	0.00	0.00	0.00	
Lakes - Ponds (priority habitat)	Lakes	0.00	0.00	0.00	
Lakes - Temporary lakes ponds and pools (H5.17)	Lakes	0.00	0.00	0.00	
Sparsely vegetated land - Coastal sand dunes	Sparsely vegetated land	0.00	0.00	0.00	
Sparsely vegetated land - Coastal vegetated shrubland	Sparsely vegetated land	0.00	0.00	0.00	
Sparsely vegetated land - Bladed rock outcrops and scree habitats	Sparsely vegetated land	0.00	0.00	0.00	
Sparsely vegetated land - Maritime cliff and scree	Sparsely vegetated land	0.00	0.00	0.00	
Upland - Open moorland habitats on geologically developed land	Upland	0.00	0.00	0.00	
Wetland - Reoponds	Wetland	0.00	0.00	0.00	
Woodland and forest - Field replacement for native woodland	Woodland and forest	0.00	0.00	0.00	
Woodland and forest - Lowland beech and row woodland	Woodland and forest	0.00	0.00	0.00	
Woodland and forest - Lowland mixed deciduous woodland	Woodland and forest	0.00	0.00	0.00	
Woodland and forest - Native pine woodlands	Woodland and forest	0.00	0.00	0.00	
Woodland and forest - Upland birch woods	Woodland and forest	0.00	0.00	0.00	
Woodland and forest - Upland mixed with oaks	Woodland and forest	0.00	0.00	0.00	
Woodland and forest - Upland alder-wood	Woodland and forest	0.00	0.00	0.00	
Woodland and forest - Wet woodland	Woodland and forest	0.00	0.00	0.00	
Coastal lagoons - Coastal lagoons	Coastal lagoons	0.00	0.00	0.00	
Rocky shore - High energy littoral rock	Rocky shore	0.00	0.00	0.00	
Rocky shore - Moderate energy littoral rock	Rocky shore	0.00	0.00	0.00	
Rocky shore - Low energy littoral rock	Rocky shore	0.00	0.00	0.00	
Rocky shore - Features of littoral rock	Rocky shore	0.00	0.00	0.00	

### High Distinctiveness Summary

High Distinctiveness Units available to offset lower distinctiveness deficit	0.00
Remaining losses: Low for sites not satisfied	0.00

Intertidal sediment - Littoral mud	Intertidal sediment	0.00	0.00	0.00	
Intertidal sediment - Littoral in-belt sediments	Intertidal sediment	0.00	0.00	0.00	
Coastal saltmarsh - Salicornia and other succulents	Coastal saltmarsh	0.00	0.00	0.00	
Intertidal sediment - Littoral biogenic reefs - Mussels	Intertidal sediment	0.00	0.00	0.00	
Intertidal sediment - Littoral biogenic reefs - Bivalves	Intertidal sediment	0.00	0.00	0.00	
Intertidal sediment - Littoral biogenic reefs - Algae	Intertidal sediment	0.00	0.00	0.00	
Intertidal sediment - Littoral muddy flats	Intertidal sediment	0.00	0.00	0.00	
Intertidal sediment - Littoral sandbars	Intertidal sediment	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00

Medium Distinctiveness					
Habitat group	Group	On-site unit change	Off-site unit change	Project wide unit change	Cumulative broad habitat change
Cropland - Arable field margins cultivated annually	Cropland	0.00	0.00	0.00	
Cropland - Arable field margins grass and herb mix	Cropland	0.00	0.00	0.00	0.00
Cropland - Arable field margins pollen and insects	Cropland	0.00	0.00	0.00	
Cropland - Arable field margins uncultivated	Cropland	0.00	0.00	0.00	
Cropland - Other lowland and grassland	Cropland	0.00	0.00	0.00	
Cropland - Other rough grassland	Cropland	-1.84	0.00	-1.84	-1.84
Cropland - Upland acid grassland	Cropland	0.00	0.00	0.00	
Heathland and shrub - Blackthorn scrub	Heathland and shrub	0.00	0.00	0.00	
Heathland and shrub - Bracken scrub	Heathland and shrub	-0.24	0.00	-0.24	
Heathland and shrub - Other scrub	Heathland and shrub	0.00	0.00	0.00	
Heathland and shrub - Heft oak scrub	Heathland and shrub	0.00	0.00	0.00	
Heathland and shrub - Willow scrub	Heathland and shrub	0.00	0.00	0.00	
Heathland and shrub - Hazel scrub	Heathland and shrub	0.00	0.00	0.00	
Heathland and shrub - Mixed scrub	Heathland and shrub	-1.11	0.00	-1.11	-1.55
Lakes - Ponds (non-priority habitat)	Lakes	0.00	0.00	0.00	0.00
Lakes - Reservoirs	Lakes	0.00	0.00	0.00	0.00
Sparsely vegetated land - Other inland rock and scree	Sparsely vegetated land	0.00	0.00	0.00	0.00
Urban - Cemeteries and churchyards	Urban	0.00	0.00	0.00	0.00
Urban - Backhouse green roof	Urban	0.00	0.00	0.00	0.00
Urban - Individual trees - Urban trees	Individual trees	0.00	0.00	0.00	0.00
Urban - Individual trees - Rural trees	Individual trees	0.00	0.00	0.00	0.00
Woodland and forest - Other broad leaf woodland	Woodland and forest	0.00	0.00	0.00	
Woodland and forest - Other woodland broadleaves	Woodland and forest	0.00	0.00	0.00	0.00
Woodland and forest - Other woodland mixed	Woodland and forest	0.00	0.00	0.00	
Intertidal sediment - Littoral coarse sediment	Intertidal sediment	0.00	0.00	0.00	
Intertidal sediment - Littoral sand	Intertidal sediment	0.00	0.00	0.00	0.00
Intertidal hard structures - Artificial hard structures with integrated greening of quay infrastructure (HQI)	Intertidal hard structures	-0.31	0.00	-0.31	

Medium Distinctiveness Summary	
Medium Distinctiveness Units available to offset Lower Distinctiveness Deficit	1.53 ✓
Medium Distinctiveness Broad Habitat losses to be offset by tracking up	-1.94 Δ
Higher Distinctiveness Surplus Units minus Medium Distinctiveness Broad Habitat Deficit	-1.54 Δ
Cumulative surplus of units	-0.24 Δ

Low Distinctiveness					
Habitat group	Group	On-site unit change	Off-site unit change	Project wide unit change	
Cropland - Cereals crops	Cropland	0.00	0.00	0.00	
Cropland - Hay/straw	Cropland	0.00	0.00	0.00	
Cropland - Intensive orchards	Cropland	0.00	0.00	0.00	
Cropland - Non-orchard crops	Cropland	0.00	0.00	0.00	
Cropland - Temporary grass and clover leys	Cropland	0.00	0.00	0.00	
Cropland - Winter stubble	Cropland	0.00	0.00	0.00	
Cropland - Mixed grassland	Cropland	-1.25	0.00	-1.25	-1.25
Cropland - Ruckles	Cropland	0.00	0.00	0.00	
Heathland and shrub - Mixed/deciduous scrub	Heathland and shrub	0.00	0.00	0.00	
Lakes - Contingental lakes or ponds	Lakes	0.00	0.00	0.00	0.00
Sparsely vegetated land - Field riparian s	Sparsely vegetated land	-0.24	0.00	-0.24	-0.24
Sparsely vegetated land - Tall trees	Sparsely vegetated land	0.00	0.00	0.00	
Urban - Backyard	Urban	0.00	0.00	0.00	
Urban - Pavement	Urban	-1.12	0.00	-1.12	-1.12
Urban - Allotments	Urban	0.00	0.00	0.00	
Urban - Fences bound to open wall	Urban	0.00	0.00	0.00	
Urban - Ground based green wall	Urban	0.00	0.00	0.00	
Urban - Ground level rainbars	Urban	0.00	0.00	0.00	
Urban - Other green roof	Urban	0.00	0.00	0.00	
Urban - Invasive green roof	Urban	0.00	0.00	0.00	
Urban - Introduced plants	Urban	0.00	0.00	0.00	
Urban - Park gardens	Urban	0.00	0.00	0.00	
Urban - Actively worked sand or quarry in open conditions	Urban	0.00	0.00	0.00	
Urban - Sustainable drainage systems	Urban	0.00	0.00	0.00	
Urban - Vacant derelict land	Urban	-2.41	0.00	-2.41	-2.41
Urban - Vacant's garden	Urban	0.00	0.00	0.00	
Woodland and forest - Other coniferous woodland	Woodland and forest	0.00	0.00	0.00	
Coastal saltmarsh - Artificial saltmarsh and saline meadows	Coastal saltmarsh	0.00	0.00	0.00	
Intertidal sediment - Artificial littoral coarse sediment	Intertidal sediment	0.00	0.00	0.00	
Intertidal sediment - Artificial littoral sand	Intertidal sediment	0.00	0.00	0.00	
Intertidal sediment - Artificial littoral mud	Intertidal sediment	0.00	0.00	0.00	

Low Distinctiveness Summary	
Low Distinctiveness net change in units	0.17 Δ
Cumulative surplus of units	-0.17 Δ

Interfacial sediment - Artificial lateral muddy sand	Interfacial sediment	0.00	0.00	0.00
Interfacial sediment - Artificial lateral mixed sediments	Interfacial sediment	0.00	0.00	0.00
Interfacial sediment - Artificial lateral seagrass	Interfacial sediment	0.00	0.00	0.00
Interfacial sediment - Artificial lateral biogenic reefs	Interfacial sediment	0.00	0.00	0.00
Interfacial hard structures - Artificial hard structures	Interfacial hard structures	0.00	0.00	0.00
Interfacial hard structures - Artificial features of hard structures	Interfacial hard structures	0.00	0.00	0.00
Reeflands and strata - Other sea ice/berm strata	Reeflands and strata	0.00	0.00	0.00
		-0.17	0.00	-0.17

Return to results menu

Trading summary area habitats

Trading summary watercourses

### Trading Summary

Distinctiveness Group	Trading Rule	Trading Satisfied?
Very High	Same habitat required =	Yes ✓
High	Equivalent or better	Yes ✓
Medium	Same distinctiveness or better habitat required	Yes ✓
Low	Same distinctiveness or better habitat required	Yes ✓
Very Low	Same distinctiveness or better habitat required	Yes ✓

#### Very High Distinctiveness

Habitat group	On-site unit change	Off-site unit change	Project-wide unit change
Species rich native hedgerow with trees - associated with bank or ditch	0.00	0.00	0.00
	0.00	0.00	0.00

#### High Distinctiveness

Habitat group	On-site unit change	Off-site unit change	Project wide unit change
Species rich native hedgerow with trees	0.00	0.00	0.00
Species rich native hedgerow - associated with bank or ditch	0.00	0.00	0.00
Native hedgerow with trees - associated with bank or ditch	0.00	0.00	0.00
	0.00	0.00	0.00

#### Medium Distinctiveness

Habitat group	On-site unit change	Off-site unit change	Project wide unit change
Species rich native hedgerow	0.00	0.00	0.00
Native hedgerow - associated with bank or ditch	0.00	0.00	0.00
Native hedgerow with trees	0.00	0.00	0.00
Ecologically valuable line of trees	0.00	0.00	0.00
Ecologically valuable line of trees - associated with bank or ditch	0.00	0.00	0.00
	0.00	0.00	0.00

#### Low Distinctiveness

Habitat group	On-site unit change	Off-site unit change	Project wide unit change
Native hedgerow	0.00	0.00	0.00
Line of trees	0.00	0.00	0.00
Line of trees - associated with bank or ditch	0.00	0.00	0.00
	0.00	0.00	0.00

#### Very Low Distinctiveness

Habitat group	On-site unit change	Off-site unit change	Project wide unit change
Non-native and cruciferous hedgerow	0.00	0.00	0.00
	0.00	0.00	0.00

#### Very High Distinctiveness Summary

Very High Distinctiveness Units available to offset losses of watercourses habitat	0.00
Remaining losses. Loss for site not satisfied	0.00

#### High Distinctiveness Summary

High Distinctiveness Units available to offset losses of watercourses habitat	0.00
High Distinctiveness losses to not offset for trading in	0.00
High Distinctiveness surplus units minus any high distinctiveness deficit	0.00

#### Medium Distinctiveness Summary

Units available from higher distinctiveness habitats	0.00
Medium Distinctiveness net change in units	1.57
Cumulative availability of units	1.57

#### Low Distinctiveness Summary

Low Distinctiveness net change in units	1.32
Cumulative availability of units	0.25

#### Very Low Distinctiveness Summary

Very Low Distinctiveness net change in units	0.00
Cumulative availability of units	0.25

Return to results menu

Trading summary area habitats

Trading summary hedgerows

### Trading Summary

Distinctiveness Group	Trading Rule	Trading Satisfied?
Very High	Same habitat required - bespoke compensation option A	Yes ✓
High	Same habitat required =	Yes ✓
Medium	Same habitat required =	Yes ✓
Low	Better distinctiveness habitat required	Yes ✓

#### Very High Distinctiveness

Habitat group	On-site unit change	Off-site unit change	Project-wide unit change
Priority habitat	0.00	0.00	0.00
	0.00	0.00	0.00

#### Very High Distinctiveness Summary

Very High Distinctiveness Units available to offset lower distinctiveness deficit	0.00
Remaining known: Units for use not satisfied	0.00

#### High Distinctiveness

Habitat group	On-site unit change	Off-site unit change	Project-wide unit change
Cover rivers and streams	0.00	0.00	0.00
	0.00	0.00	0.00

#### High Distinctiveness Summary

High Distinctiveness Units available to offset lower distinctiveness deficit	0.00
Remaining known: Units for use not satisfied	0.00

#### Medium Distinctiveness

Habitat group	On-site unit change	Off-site unit change	Project wide unit change
Ditches	0.25	0.00	0.25 ✓
Channels	0.00	0.00	0.00
	0.25	0.00	0.25

#### Medium Distinctiveness Summary

Medium Distinctiveness Units available to offset Lower Distinctiveness Deficit	0.25 ✓
Remaining known: Units for use not satisfied	0.00

#### Low Distinctiveness

Habitat group	On-site unit change	Off-site unit change	Project wide unit change
Culvert	0.00	0.00	0.00
	0.00	0.00	0.00

#### Low Distinctiveness Summary

Low Distinctiveness net change in units	0.00
Cumulative availability of units	0.25 ✓















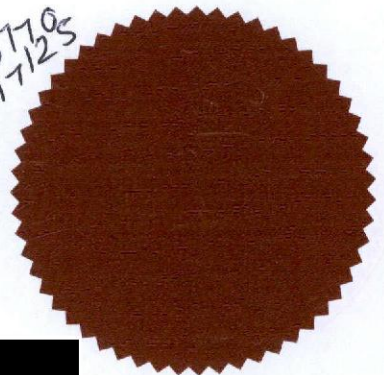




IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

**THE COMMON SEAL OF ROCHFORD District Council** )  
was affixed in the presence of: )

6770  
10/7/25



Authorised Signatory:



Executed as a Deed by )  
**JOHN ROBERT PILGRIM**

in the presence of: )

Name of Witness: )

Signature of witness: )

Executed as a Deed by )  
**JANE LINDA PILGRIM**

in the presence of: )

Name of Witness: )

Address of Witness: )

Executed as a Deed by )  
**ALEXANDER MILES PILGRIM**

in the presence of: )

Name of Witness: )

Address of Witness: )

Executed as a Deed by )  
**KATE EMMA PILGRIM** )

in the presence of: )

Name of Witness: )

Address of Witness )

Executed as a Deed by )  
**GRESHAM HOUSE DEVCO PIPELINE** ) <sup>LIMITED AK</sup> acting by  
**a Director** )

in the presence of )

Name of Witness )

Address of Witness