

## Draft Supporting Appendices to the Developer Contributions Policy

### Appendix 1: Examples of calculating developer contributions for primary education provision

#### Example 1

- If, following these calculations the local schools are deemed to be at capacity in year **five**, contributions will be sought for every place.

Current Net Capacity of School (A)			210
Number of pupils on roll			210
Forecast pupils on roll 2023/2024 (B)			210
Surplus/Deficit in academic year 2023/2024 (A-B)			0
Estimated pupils from a development of	100	2+ bedroom dwellings	25
Shortfall of places			25
Anticipated need for new school places from the proposed number of properties as shown above			25
Amount per place. This is the cost multiplier for a whole PRIMARY school place.			£15,766.00
Contribution sought.			£394,150.00

#### Example 2

- If the school is "X" places short of capacity in year **five** and the development generates "Y" places, contributions will be sought on the difference between "X" and "Y".

Current Net Capacity of School (A)			210
Number of pupils on roll			210
Forecast pupils on roll 2023/2024 (B)			250
Surplus/Deficit in academic year 2023/2024 (A-B)			-40
Estimated pupils from a development of	100	2+ bedroom dwellings	25
Shortfall of places			65
Anticipated need for new school places from the proposed number of properties as shown above			25
Amount per place. This is the cost multiplier for a whole PRIMARY school place.			£15,766.00
Contribution sought.			£394,150.00

Example 3

- If “X” is greater than “Y” no contribution will be sought.

Current Net Capacity of School (A)			210
Number of pupils on roll			150
Forecast pupils on roll 2023/2024 (B)			150
Surplus/Deficit in academic year 2023/2024 (A-B)			60
Estimated pupils from a development of	100	2+ bedroom dwellings	25
Shortfall of places			0
Anticipated need for new school places from the proposed number of properties as shown above			-35
Amount per place. This is the cost multiplier for a whole PRIMARY school place.			£15,766.00
Contribution sought.			£0

Example 4

- If the school is deemed to have some capacity in year **five**, but not sufficient to provide all the places generated by the development, contributions will be sought for the shortfall of places resulting from the development.

Current Net Capacity of School (A)			210
Number of pupils on roll			190
Forecast pupils on roll 2023/2024 (B)			190
Surplus/Deficit in academic year 2023/2024 (A-B)			20
Estimated pupils from a development of	100	2+ bedroom dwellings	25
Shortfall of places			5
Anticipated need for new school places from the proposed number of properties as shown above			5
Amount per place. This is the cost multiplier for a whole PRIMARY school place.			£15,766.00
Contribution sought.			£78,830

## Appendix 2: Primary-aged pupil yields from recent housing in North Yorkshire (summer 2019)

Normal Primary School area	Address	Density	Reference	Total pupils
Water Street	Former CDC Offices, Granville Street	57	63/2011/11998	13
Settle CE	Land to South of Ingfield, Settle	37	62/2010/10975	7
Parish CE	Moorview Way, Elsey Croft, Skipton	103	63/2010/11062	12
Sutton in Craven CE /CP	Woodturners Close, Sutton in Craven	30	66/2007/7160	24
Sowerby CP	Station Road, Thirsk	167	04/01723/REM	49
Easingwold CP	Ward Trailers Site, Easingwold	44		18
Easingwold CP	York Road Site, Easingwold	93		32
Topcliffe CE	Former Turkey Factory, Willow Bridge, Dalton, Thirsk	31	10/01428/FUL	6
Applegarth Primary	Yafforth Road, Northallerton	283	09/00795/FUL	55
Carlton Miniott	Land off Ripon Way, Carlton Miniott	40	13/01770/FUL	18
Meadowside Primary	Hay-a-Park, Knaresborough	166	02/02355/REMAJ	76
Hampsthwaite CE	West of Brookfield, Hampsthwaite	56	14/02612/FULMAJ	13
Grove Road CP	County Ground, Claro Road, Harrogate	126	12/04026/OUTMAJ	13
Meadowside Primary	Boroughbridge Road	170	13/02074/OUTMAJ	38
Killinghall CE	Picking Croft, Killinghall	75	13/04634/OUTMAJ	22
Green Hammerton CE	Virginia Lodge, Bernard Lane, Green Hammerton	20	15/04468/FULMAJ	3
Western	Former Queen Ethelberga's School	99	94/02181/FUL	20
Brompton on Swale CE	Gatherley Road - ph I	161	N/A	54
Colburn CP	The Old Recreation Ground, Cravendale Road, Colburn (Broadacres)	32	16/00139/FULL	11
Colburn CP	Marne Grange, Arras Lines	126	14/00134/OUT	40
Leyburn Primary	Maythorne Farm, Leyburn	47	14/00317/FULL	9
Colburn CP	Arras Lines, Catterick Road	178	03/00285/AORM	47
Norton CP	Cheesecake Farm	79		37
Malton CP	Broughton Road, Malton	262	11/001182/MREM	87
Nawton CP	West of Station Rd, Nawton	21	11/01233/MOUT	5
Pickering Infant & Junior	The Nurseries, Whitby Road, Pickering	96	10/01086/MFUL	26
Cayton CP	Station Road, Cayton	162	11/01435/RM	37
Seamer & Irton	Crab Lane Phase III	143	00/00590/FL	61
West Cliff Primary	The Creamery, White Leas Road, Whitby	68	09/02013/RM	30
Thomas Hinderwell Primary Academy	Former McCain Stadium Football Ground, Seamer Road	45	15/01180/RG4	8
Filey Infant & Juniors Schools	Land To South Of Pasture Crescent Filey North Yorkshire	135	04/01191/FL	35
North Duffield CP	North Duffield	34	2005/0226/FUL	9
Sherburn Hungate	Land of Carosel Walk	120	2012/0468/EIA	45
South Milford CP	Low Street, South Milford	108	2005/1052/FUL	46
Selby CP/Selby Abbey CE	Holme Lane, Coupland Road, Selby (301 inc 28 x 1 bed)	273	2005/0336/OUT	59
Embsay CE	Primrose Glen, Embsay	58	C/26/253B	2
Helmsley CP	Land off Linkfoot Lane, Helmsley	20	NYM/2013/0649/FL	1
			Average	28.49
			<b>Median</b>	<b>26.40</b>

**Appendix 3: Secondary-aged pupil yields from recent housing in North Yorkshire (summer 2019)**

Normal Secondary School area	Address	Density	Reference	Total pupils
Skipton	Former CDC Offices, Granville Street	57	63/2011/11998	9
Settle College	Land to South of Ingfield, Settle	37	62/2010/10975	5
Skipton	Moorview Way, Eley Croft, Skipton	103	63/2010/11062	6
South Craven	Woodturners Close, Sutton in Craven	30	66/2007/7160	13
Thirsk	Station Road, Thirsk	167	04/01723/REM	37
Easingwold	Ward Trailers Site, Easingwold	44		6
Easingwold	York Road Site, Easingwold	93		15
Thirsk	Former Turkey Factory, Willow Bridge, Dalton, Thirsk	31	10/01428/FUL	5
Northallerton	Yafforth Road, Northallerton	283	09/00795/FUL	23
Thirsk	Land off Ripon Way, Carlton Miniott	40	13/01770/FUL	4
Knaresborough	Hay-a-Park, Knaresborough	166	02/02355/REMAJ	53
Harrogate	West of Brookfield, Hampsthwaite	56	14/02612/FULMAJ	1
Harrogate	County Ground, Claro Road, Harrogate	126	12/04026/OUTMAJ	21
Knaresborough	Boroughbridge Road	170	13/02074/OUTMAJ	16
Harrogate	Picking Croft, Killinghall	75	13/04634/OUTMAJ	17
Boroughbridge	Virginia Lodge, Bernard Lane, Green Hammerton	20	15/04468/FULMAJ	1
Harrogate	Former Queen Ethelberga's School	99	94/02181/FUL	21
Richmond	Gatherley Road - ph I	161	N/A	35
Risedale	The Old Recreation Ground, Cravendale Road, Colburn (Broadacres)	32	16/00139/FULL	4
Risedale	Marne Grange, Arras Lines	126	14/00134/OUT	16
Wensleydale	Maythorne Farm, Leyburn	47	14/00317/FULL	5
Risedale	Arras Lines, Catterick Road	178	03/00285/AORM	50
Norton	Cheesecake Farm	79		23
Malton	Broughton Road, Malton	262	11/001182/MREM	41
Ryedale	West of Station Rd, Nawton	21	11/01233/MOUT	7
Lady Lumley's	The Nurseries, Whitby Road, Pickering	96	10/01086/MFUL	19
George Pindar	Station Road, Cayton	162	11/01435/RM	25
George Pindar	Crab Lane Phase III	143	00/00590/FL	41
Whitby	The Creamery, White Leas Road, Whitby	68	09/02013/RM	10
George Pindar	Former McCain Stadium Football Ground, Seamer Road	45	15/01180/RG4	1
Filey	Land To South Of Pasture Crescent Filey North Yorkshire	135	04/01191/FL	23
Barlby	North Duffield	34	2005/0226/FUL	4
Sherburn	Land of Carosel Walk	120	2012/0468/EIA	14
Sherburn	Low Street, South Milford	108	2005/1052/FUL	25
Brayton/Selby	Holme Lane, Coupland Road, Selby (301 inc 28 x 1 bed)	273	2005/0336/OUT	12
Skipton	Primrose Glen, Embsay	58	C/26/253B	0
Ryedale	Land off Linkfoot Lane, Helmsley	20	NYM/2013/0649/FL	0
			Average	16.43
			<b>Median</b>	<b>14.00</b>

**Appendix 4: Pupils with Education, Health and Care Plans in recent housing in North Yorkshire (summer 2019)**

Normal Primary School area	Address	Density	Reference	Total pupils
Water Street	Former CDC Offices, Granville Street	57	63/2011/11998	0
Settle CE	Land to South of Ingfield, Settle	37	62/2010/10975	0
Parish CE	Moorview Way, Eley Croft, Skipton	103	63/2010/11062	2
Sutton in Craven CE /CP	Woodturners Close, Sutton in Craven	30	66/2007/7160	0
Sowerby CP	Station Road, Thirsk	167	04/01723/REM	3
Easingwold CP	Ward Trailers Site, Easingwold	44		1
Easingwold CP	York Road Site, Easingwold	93		0
Topcliffe CE	Former Turkey Factory, Willow Bridge, Dalton, Thirsk	31	10/01428/FUL	1
Applegarth Primary	Yafforth Road, Northallerton	283	09/00795/FUL	8
Carlton Miniott	Land off Ripon Way, Carlton Miniott	40	13/01770/FUL	1
Meadowside Primary	Hay-a-Park, Knaresborough	166	02/02355/REMAJ	4
Hampsthwaite CE	West of Brookfield, Hampsthwaite	56	14/02612/FULMAJ	1
Grove Road CP	County Ground, Claro Road, Harrogate	126	12/04026/OUTMAJ	2
Meadowside Primary	Boroughbridge Road	170	13/02074/OUTMAJ	2
Killinghall CE	Picking Croft, Killinghall	75	13/04634/OUTMAJ	1
Green Hammerton CE	Virginia Lodge, Bernard Lane, Green Hammerton	20	15/04468/FULMAJ	0
Western	Former Queen Ethelberga's School	99	94/02181/FUL	0
Brompton on Swale CE	Gatherley Road - ph I	161	N/A	0
Colburn CP	The Old Recreation Ground, Cravendale Road, Colburn (Broadacres)	32	16/00139/FULL	0
Colburn CP	Marne Grange, Arras Lines	126	14/00134/OUT	0
Leyburn Primary	Maythorne Farm, Leyburn	47	14/00317/FULL	0
Colburn CP	Arras Lines, Catterick Road	178	03/00285/AORM	1
Norton CP	Cheesecake Farm	79		1
Malton CP	Broughton Road, Malton	262	11/001182/MREM	3
Nawton CP	West of Station Rd, Nawton	21	11/01233/MOUT	0
Pickering Infant & Junior	The Nurseries, Whitby Road, Pickering	96	10/01086/MFUL	1
Cayton CP	Station Road, Cayton	162	11/01435/RM	1
Seamer & Irton	Crab Lane Phase III	143	00/00590/FL	2
West Cliff Primary	The Creamery, White Leas Road, Whitby	68	09/02013/RM	0
Thomas Hinderwell Primary Academy	Former McCain Stadium Football Ground, Seamer Road	45	15/01180/RG4	1
Filey Infant & Juniors	Land To South Of Pasture Crescent Filey	135	04/01191/FL	2
North Duffield CP	North Duffield	34	2005/0226/FUL	1
Sherburn Hungate	Land of Carosel Walk	120	2012/0468/EIA	0
South Milford CP	Low Street, South Milford	108	2005/1052/FUL	0
Selby CP/Selby Abbey CE	Holme Lane, Coupland Road, Selby (301 inc 28 x 1 bed)	273	2005/0336/OUT	2
Embsay CE	Primrose Glen, Embsay	58	C/26/253B	0
Helmsley CP	Land off Linkfoot Lane, Helmsley	20	NYM/2013/0649/FL	0
			Average	1.11
			<b>Median</b>	<b>1.00</b>

## Appendix 5: Model clauses for education contributions in Section 106 agreements

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### PARTIES

1. BOROUGH/DISTRICT COUNCIL of North Yorkshire (“the Council”)
2. NORTH YORKSHIRE COUNTY COUNCIL of County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AD (“the County Council”);
3. Owner

### DEFINITIONS

“Education Contribution” means the sum [of [ ] pounds (£[ ])] (index linked as hereinafter provided) towards the cost of educational facilities serving the locality of the Development; to be deposited with the County Council for a period ending 10 years from the date of payment of the final instalment

“Index” means the Building Costs Information All in Tender Price Index published by the Royal Institution of Chartered Surveyors (or contained in any official publication substituted therefore) or such other index as may from time to time be published in substitution thereof;

“Index Linked” means increased on an annual basis or pro rata per diem from the date of the Planning Permission until such time that payment of any sum in this Deed is made such index linking to be equivalent to any inflationary increase in such sums taking as the basis for the measure of inflation the Index last published before the date of this Deed or any publication substituted for it;

“Interest” means interest at the rate of 2% above the base lending rate of the Bank of England in force at the due date which shall mean the date when interest first becomes payable.

### OWNER’S COVENANTS

To deposit with the County Council the sum of [##] of the Education Contribution by... [this could be instalments to be paid by specific dates or on the occupation of a certain number of dwellings and is subject to negotiation with the County Council]

### COUNTY COUNCIL’S COVENANTS

The County Council hereby covenants to apply the Education Contribution towards the cost of educational facilities serving the locality of the Development;

That the County Council will return such amount of the Education Contribution paid pursuant to this Deed to the person making the payment which have not been expended or committed to be expended in accordance with the provisions of this Deed within ten years of the date of receipt by the County Council of the final instalment of the payment.

### **Late payment**

If any payment due under this Agreement is paid late interest will be payable from the date payment is due to the date of the payment

### **Costs of Agreement**

Prior to the completion of this Agreement the Developers are to pay the Council and the County Council their reasonable and proper legal costs in connection with the preparation, negotiation, completion and monitoring of the Agreement

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## Appendix 6: Education Site Suitability Checklist

**Site Name / Location :**

*Please attach plan*

Please tick those criteria that the land fully meets. Give details overleaf of how the land might not be considered to fully meet any of the criteria. Supporting evidence such as contamination reports and topographical plans should be attached.

CRITERIA	YES	NO	Evidence Attached
<b><i>Is the land suitable for the construction of high quality education buildings and outside spaces?</i></b>			
Flat ground			
Broadly level (A gradient of 1 in 70, across the width, is ideal to assist water run off from most pitches)			
At level with surrounding areas			
Roughly rectangular in shape			
Longer north to south boundaries of at least 120 meters each			
Shorter east to west boundaries of at least 70 meters each			
At least 30cm of clean topsoil			
Free draining			
Standard trench fill / strip foundations can be used			
<b><i>Is the site appropriately located for a school / early years &amp; childcare facility to be established?</i></b>			
Centrally located to the overall development or area the school will serve			
Well located in relation to other neighbourhood facilities and public realm			
Not crossed by any public rights of way or access wayleaves			
Not liable to flooding			
Not crossed by or bounded by any power-lines			
Not crossed by and sufficiently distant from any gas mains			
Outside the cordon sanitaire of any sewage plant			
Free of items or structures of archaeological interest			
Free from protected species or habitats of special interest			
Site not part of a conservation area or subject to any special planning authority restrictions			
<b><i>Is the site and surrounding area free of pollution, contamination and other risk factors?</i></b>			
Free of soil and water table contamination			
Outside any current or proposed 57dBA Leq noise contour of an airport or similar facility			
Free from radiation or potential sources thereof			
Air quality standards are met			
Free from invasive plants such as Japanese Knotweed			
Not affected by ground gasses and vapours			
Not affected by potential sources of noise or light pollution e.g. major roads, car parks or industry			
<b><i>Is the site sufficiently distant from any land use that could cause public anxiety?</i></b>			



Chemical or petro-chemical production or storage			
Establishments storing or handling live viruses			
Facilities housing or treating people with a history of violence or a threat to children			
Incinerators			
Sites currently or previously used for land fill or rubbish disposal			
Aviation or high speed transportation e.g. train lines or helipads			
Major roads or traffic honeypots e.g. large retail outlets			
Prisons or facilities for persons with a history of offending			
Phone or radio masts and transmitters			
High voltage power lines			
Premises housing dangerous animals, birds, reptiles or insects			

<b><i>Is the site free from encumbrances that may need to be removed?</i></b>			
Free of buildings and other surface structures			
There are no trees on or abutting the site			
Free of pipes and underground cables			
Free from foundations, fuel tanks and other buried structures			
Free from spoil and fly tipping			
Free from filled spaces including mineral workings and land fill			
Free of void spaces including wells, sumps and pits			

**CRITERIA (continued)**

**YES NO Evidence Attached**

<b><i>Will suitable safe access be provided to the site at appropriate points in time?</i></b>			
Access to all parts of the site for investigation purposes			
Usable vehicular/plant access suitable for construction and commissioning purposes			
Adopted public highway with suitable vehicular access to service buildings (not a cul-de-sac)			
Separate suitable vehicular access to service the playing field			
Access to both ends of the site for emergency purposes			
Direct pedestrian access to facilitate 'safe routes to school'			
A safe pedestrian realm to which children can egress at the end of the school/pre-school day			
Traffic calming or 20mph speed limits on surrounding roads			
Safe and direct cycle routes usable by the population to be served by the new facility			
Nearby links into the public transport network			

<b><i>Will the site be sufficiently serviced by the following utilities to suitable boundaries prior to transfer?</i></b>			
Water			
Electricity			
Gas			
Telephone			
Broadband			
Foul sewers			
Surface water drainage			

*If you have answered 'No' in relation to any criteria, please give details below or on a separate sheet.*

*Please give details of any current or proposed adjoining land use that may disrupt the normal functioning of a school or early years & childcare facility, detract from learning or place anyone associated with the establishment at risk.*

*Please give any other details you know about, that may make this land unsuitable for a school or early years & childcare facility or may add to the cost of building or establishing one on the site.*

#### **DECLARATION**

I confirm that the information I have given represents full disclosure of the facts and I have taken all necessary steps to ensure it is accurate beyond reasonable doubt. Should any information become evident in the future, that may have altered the response I have given, I will bring these facts to North Yorkshire County Council's attention immediately.

**SIGNED:**

**ON BEHALF OF:**

**DATE:**

## Appendix 7: Model clauses for education sites in Section 106 agreements

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### EDUCATION LAND SCHEDULE DEFINITIONS

1. In this Schedule the following expressions shall have the following meanings:

**County's Nominee** means any person(s) company (ies) body (ies) or organisation(s) that the County shall employ fund or work in partnership with in connection with the design construction commissioning running or maintenance of the Education Facility and for the avoidance of doubt the County's Nominee may include any providers of free state education or childcare of any type

**Education Facility** means indoor and outdoor facilities for education childcare sports and ancillary uses (paid or otherwise) commensurate to the capacity of the Education Site

**Education Site** means the [ (xx)] hectares (ha) of usable land identified edged [red] on the 'Education Site' drawing (insert number) appended to this Schedule

**Education Site Access Plan** means a plan setting out the location design and specification of routes on the Site to be adopted as public highways which shall provide pedestrian and emergency vehicle access to the Education Site via a paved pedestrianised public area of at least one hundred (100) metres square abutting the [xxx] boundary of the Education Site and also separate vehicular access to the [xxx] boundary of the Education Site for construction grounds maintenance and emergency vehicles and also separate vehicular access to the [xxx] boundary of the Education Site for parking delivery and emergency access and also any additional such access infrastructure that the County may reasonably require to adequately and properly serve and service the Education Facility from adopted public highway

**Education Site Notice** means the notice that the County may serve on the Developer [and or the Owner] pursuant to Paragraph 5 of this Schedule

**Education Site Option Period** means a period of time starting on the date that [twenty (20)] Dwellings are Occupied for the first time and ending ten (10) years after the date the Completion Notice is validly served

**Education Site Specification** means the criteria set out in the 'Education Site Specification' appended to this Schedule with which the Education Site must comply

**Education Site Transfer Terms** means all terms and conditions in this Agreement to be met by the Developer [and or the Owners] to facilitate the transfer of the Education Site to the County or to the County's Nominee

**Education Site Utility Plan** means a plan setting out the design specification and layout of Utilities infrastructure that shall meet the County's requirements to properly and sufficiently serve the Education Facility and shall be provided by the Developer [and or the Owner] to the boundary of the Education Facility at points specified by the County and that shall where specified provide

the capacities set out in the 'Minimum Education Site Utility Capacities' appended to this Schedule as a minimum

**Education Site Works** means all reasonable works required to render the Education Site congruent to the Education Site Specification and fit for use for an Education Facility in all respects to the satisfaction of the County

**Utilities** means gas water electricity telephone broadband foul drainage and surface water drainage (including such legal rights as the County considers necessary for the discharge of surface water over adjoining land) and any and all other media services and or utilities as may in the County's reasonable view be appropriate with appropriate rights to use all relevant delivery infrastructure

## 2. From the date of this Agreement the Developer [and the Owner] hereby covenant

2.1 not to use or allow or permit any works or activities to be carried out on the Education Site that may render the Education Site unsuitable for use as an Education Facility in any way or add to the cost or time taken to construct an Education Facility including for the avoidance of doubt storage and or car parking

2.2 to share with and provide at no cost to the County and or the County's Nominee as appropriate any relevant data studies surveys drawings reports mapping and or other evidence held that may be of assistance in the design and or construction and or commissioning of an Education Facility on the Education Site that shall for the avoidance of doubt include such information pertaining to topography ecology archaeology contamination arboriculture noise and Utilities including depths invert levels and manhole locations

## 3. At any time during the Education Site Option Period the County may at the County's total discretion serve the Education Site Notice on the Developer [and or the Owner] On service of the Education Site Notice the Developer [and the Owner] hereby covenant with immediate effect

4.1 to grant to the County and the County's Nominee the right to the free and uninterrupted use passage and running of all Utilities and the like over through and along all Utilities infrastructure (permanent and or temporary) and the like which shall at the time exist or which shall within eighty (80) years of the Commencement Date exist on the Site and if required by the County (acting reasonably) grant such legal rights as the County considers necessary for the discharge of surface water through land adjacent to and in the vicinity of the Education Site

4.2 to grant to the County and the County's Nominee rights of way with or without vehicles and for all purposes over any roads or routes (temporary or permanent) on the Site constructed or to be constructed within a period of eighty (80) years from the Commencement Date which are intended for public or construction use

## 5. The Developer [and the Owner] hereby covenant to within six (6) months of the date on which the Education Site Notice is served:

5.1 with all due diligence to complete in full the Education Site Works to the County's satisfaction

5.2 to allow the County and or the County's Nominees access to the Education Site with or without vehicles plant and machinery for the purposes of investigation or verification that the Education Site Works have been satisfactorily completed and or for the purposes of carrying out works for the laying out of playing fields or any other works which the County may reasonably require in pursuit of the establishment of an Education Facility

5.3 to provide in favour of the County and if appropriate the County's Nominee surety in the form of a collateral warranty backed by appropriate insurance as agreed by the County guaranteeing that the Developer [and the Owner] have met the duties set out in Paragraph 5.1 of this Schedule and in the event that the Education Site is later found by the County not to meet the Education Site Specification in full then the County or the County's Nominee shall be entitled to carry out any such works required to render the Education Site congruent to the Education Site Specification and recover all costs reasonably incurred by the County or the County's Nominee from the Developer [and the Owner] and or the Developer's [and the Owner's] surety pertaining to the cost of these works and also any incidental expenses in connection with such works such payment to be made by the Developer [and the Owner] within twenty eight (28) days of any such works being completed

5.4 to agree in writing with the County the Education Site Utility Plan and the Education Site Access Plan ensuring always that there are no ransom strips that prevent full access to the Education Site or use of Utilities

5.5 to provide to the boundary of the Education Site at points agreed by the County with rights to use adequate infrastructure sufficient to bring suitable and adequate electricity and water and drainage (foul and surface water) to the Education Site for uninterrupted construction and commissioning of the Education Facility until such time as connection to all permanent Utilities is provided pursuant of Paragraph 6.1 of this Schedule and until such permanent Utilities have been commissioned rendering the temporary supplies unnecessary ensuring always that there is no break in supply from such Utilities to the Education Site during any required changeover

5.6 to provide and grant to the County and the County's Nominee access over a temporary route and surface suitable for the free and uninterrupted passage ingress and egress of plant machinery vehicles and pedestrians over the Site from the existing maintainable highway to the boundary of Education Site such route being agreed between the Developer [and the Owners] and the County which shall remain in existence and be maintained at the Developer's [and the Owner's] expense until such time as a permanent maintainable highway has been provided over such route and which is open to the public to the boundary of the Education Site pursuant to Paragraph 6.2 of this Schedule

5.7. to complete the transfer free of encumbrances of the Education Site to the County or if so directed by the County to the County's Nominee on the Education Site Transfer Terms in exchange for consideration not exceeding in total the sum of one pound sterling (£1)

**6. The Developer (and the Owner) hereby covenant to within eighteen (18) months of the date on which the Education Site Notice is served**

6.1 provide the Utilities as set out and agreed by the County in the Education Site Utility Plan

6.2 provide the access as set out and agreed by the County in the Education Site Access Plan

6.3 agree with the County and then provide and install including any necessary traffic regulation orders appropriate road signage pertaining to the Education Facility all at the Developer's [and the Owner's] expense

6.4 provide footways three (3) metres in width to all highways (excluding non-thru-routes) within one hundred (100) metres of the Education Site

**7. The County hereby covenants:**

7.1 to use the Education Site for the sole purpose of an Education Facility including any ancillary uses paid or otherwise that shall not detract from the primary function of the Education Facility

7.2 that in the event that the whole or a substantial part of the Education Site is not being used as an Education Facility on the tenth (10th) anniversary of the Education Site being transferred to the County or the County's Nominee and it is not demonstrated that there will be a need for such future use then in the absence of a legally binding contract or obligation requiring the construction or provision of facilities pertaining to an Education Facility the Developer [and or the Owner] may serve on the County or the County's Nominee as appropriate a notice requiring that the part or the parts of the Education Site that are not being used as an Education Facility shall be transferred to the Developer with vacant possession in consideration of the sum of one pound sterling (£1)

#### [Appendix Education Site Drawing](#)

Bespoke – to be inserted by developer/owner

#### [Appendix Education Site Specification](#)

Fence Requirements

Soil Quality Requirement

Minimum Education Site Utility Capacities

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