

DATED 25th July 2019

WESTERN HOUSE DEVELOPMENTS LIMITED (1)

and

EAST SUFFOLK COUNCIL (2)

and

SUFFOLK COUNTY COUNCIL (3)

and

HAMPSHIRE TRUST BANK PLC (4)

SECTION 106 AGREEMENT

Relating to land at Former Leiston School Waterloo Avenue
Leiston

THIS DEED of AGREEMENT by way of Deed is made the 25th day of July Two
Thousand and Nineteen

BETWEEN:

- (1) **WESTERN HOUSE DEVELOPMENTS LIMITED** (Co. Regn. No. 08768666) of 26 Church Street, Bishop's Stortford, CM23 2LY (the Owner); and
- (2) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge Suffolk IP12 1RT (the Council); and
- (3) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX (the County Council); and
- (4) **HAMPSHIRE TRUST BANK PLC** (Co. Regn. No. 1311315) of 55 Bishopsgate, London, EC2N 3AS; (the Mortgagee)

BACKGROUND

- (A) The Council and the County Council are local planning authorities for the purposes of section 106 of the 1990 Act for the area within which the Site is situated and by whom the obligations in this Deed are enforceable.
- (B) The County Council is the local highway authority (except for trunk roads) and education authority and is also a local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations in this Deed are enforceable.
- (C) The Owner owns the freehold of the Site.
- (D) The Mortgagee has a registered charge over the Site under title number SK388208
- (E) The Planning Application was submitted to the Council on 6th September 2018 for full planning permission for the Development and the Council has resolved to grant planning permission subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
- (F) The Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the 1990 Act. The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

- (G) The Owner enters into this Deed with the intention that the obligations contained in this Deed bind the Site and may be enforced by the Council and County Council against the Owner and their respective successors in title.
- (H) The District Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meets the test set out in Regulation 122 and Regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended).

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Deed, the following words and expressions have the following meanings:

1990 Act

the Town and Country Planning Act 1990 (as amended);

Commencement of the Development, Commence(s) and Commenced;

the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of the site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, construction of roads and means of access, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and for the purpose of a Phase being Commenced shall have the same meaning save that such material operation must take place on the relevant Phase;

Development

the development of the Site for Redevelopment of former Leiston School to provide eleven units of residential accommodation, private amenity space, access, parking and associated infrastructure and ancillary works as set out in the Planning Application;

Dwelling(s)

the residential units (including a house flat or maisonette) to be provided as part of the Development in accordance with the Planning Permission;

Habitat Mitigation Contribution

the sum of THREE HUNDRED AND TWENTY ONE POUNDS AND TWENTY TWO PENCE (£321.22) per Dwelling Index Linked payable to the Council towards wardening/monitoring of the Aude-Ore Estuary Special Protection Area (SPA) and Ramsar Site, the Sandlings SPA, Minsmere to Walberswick Heaths and Marshes Special Area of Conservation (SAC) and

Minsmere to Walberswick SPA to provide for mitigation for the in-combination effect of the Development on these areas;

Index

the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation;

Index Linked

the increase in any sum referred to in [Schedule ~~3~~ and Schedule ~~4~~] by an amount equivalent to the increase in the Index to be calculated in accordance with Clause ~~10~~ of this Deed;

Interest

interest at 4% per cent above the base lending rate of the Bank of England from time to time;

Occupation Occupied and Occupy

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;

Plan

the plan attached to this Deed;

Planning Application

the application for full planning permission validated by the Council on 19th September 2018 for the carrying out of the Development and allocated reference number DC/18/3697/FUL

Planning Permission

the full planning permission subject to conditions that may be granted for the Development in pursuance of the Planning Application substantially in the form set out in Schedule 2

Site

all that land comprising land at Former Leiston School, Waterloo Avenue, Leiston, Suffolk, IP16 4HF as described in Schedule 1 against which this Deed may be enforced shown for the purposes of identification only edged in red on the Plan;

Traffic Regulation Order Contribution

Means a contribution of £15,000.00 (Fifteen Thousand Pounds) Index Linked and payable to the County Council. To be used for the administration and implementation of traffic management measures in the vicinity of the Development.

Working Day

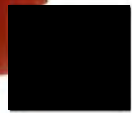
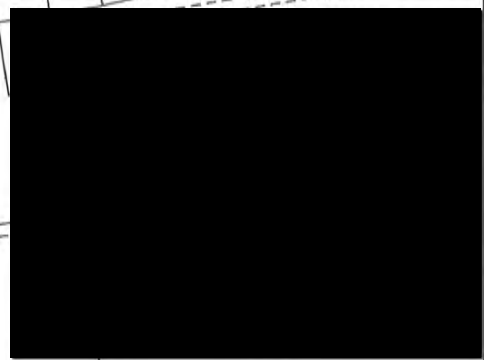
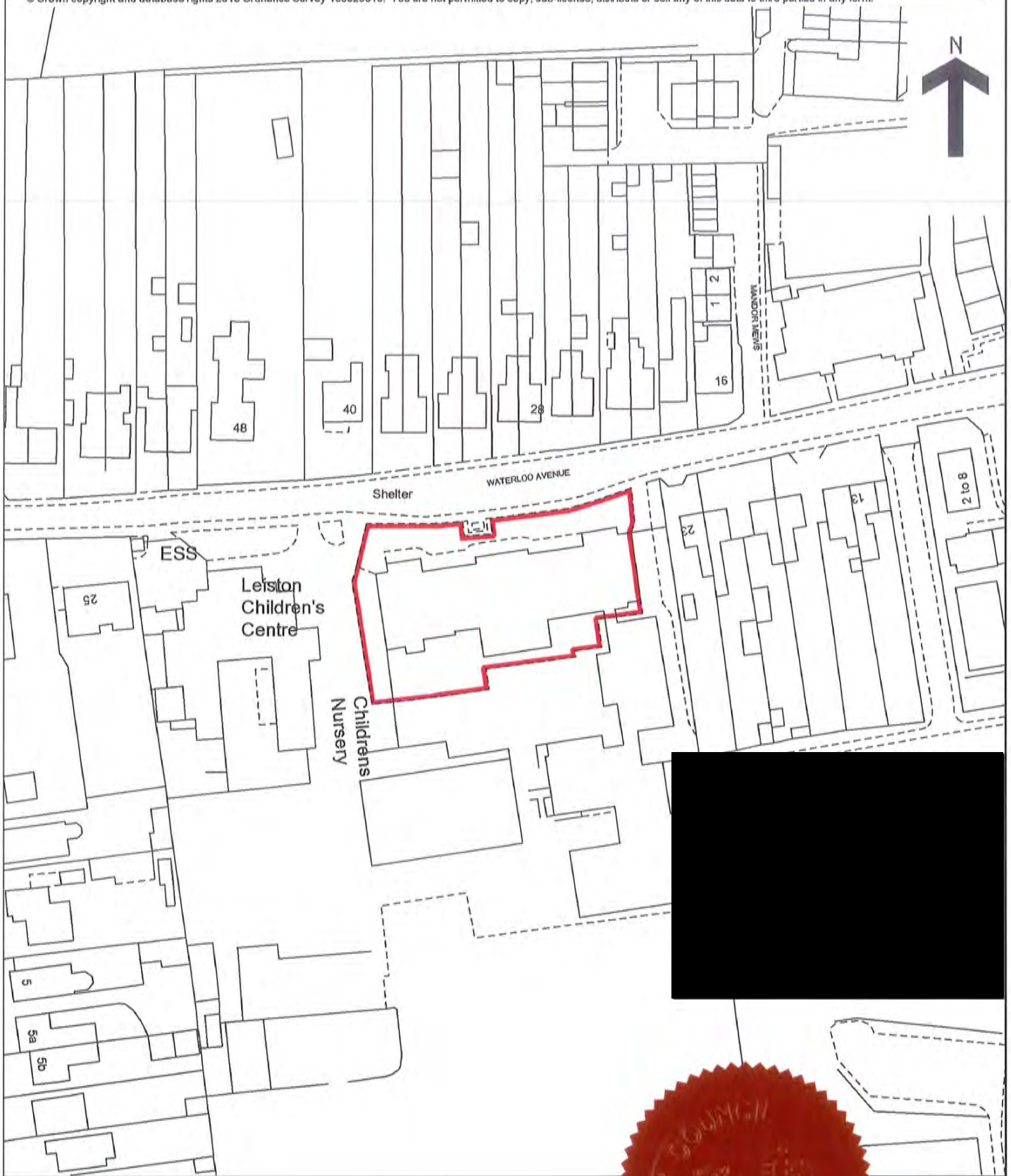
means any day which is not a Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday;

HM Land Registry
Official copy of
title plan

Title number **SK388208**
Ordnance Survey map reference **TM4462NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Suffolk : Suffolk Coastal**



© Crown copyright and database rights 2018 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



24044

- 1.2 In this Deed:
- 1.2.1 the clause headings do not affect its interpretation;
 - 1.2.2 unless otherwise indicated, references to clauses, recitals and Schedules are to clauses and recitals of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
 - 1.2.3 references to any statute or statutory provision include references to:
 - (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom (as amended) including any modification, extension or re-enactment of such Acts of Parliament for the time being in force; and
 - (b) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision (as amended);
 - 1.2.4 references to the Site include any part of it;
 - 1.2.5 Words importing the singular meaning where the context so admits include the plural and vice versa;
 - 1.2.6 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner;
 - 1.2.7 Any references to any party this this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions;
 - 1.2.8 "including" means "including, without limitation";
 - 1.2.9 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
 - 1.2.10 where two or more people form a party to this Deed or where more than one party undertakes an obligation, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
 - 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.
 - 1.2.12 Any covenants by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.
- 1.3 This Deed is entered into on the basis that none of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. EFFECT OF THIS DEED

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.2 To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and County Council against the Owner and their successors in title.
- 2.3 Any variation of this Deed is to be by way of a formal variation by deed between all the parties.
- 2.4 This Deed will be registered as a local land charge by the Council.
- 2.5 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Deed, whether or not pursuant to an appeal.
- 2.6 The obligations in this Deed will not be enforceable against individual purchasers or tenants of any Dwelling nor their mortgagees chargees or persons deriving title from them.
- 2.7 The obligations in this Deed will not be enforceable against any statutory undertakers who have acquired an interest in the Site for the purpose of carrying out their statutory duties or functions nor against any person whose interest is in the nature of the benefit of any covenant or easement.

3. CONDITIONALITY

- 3.1 The provisions set out in this Deed are conditional upon:
 - 3.2 (i) the grant of the Planning Permission; and
 - 3.3 (ii) the Commencement of Development
- save for the provisions of this Clause and Clauses 5.1, 15, and 16 which shall take effect immediately upon completion of this Deed.

4. OWNER'S COVENANTS WITH THE COUNCIL AND THE COUNTY COUNCIL

- 4.1 The Owner covenants with the Council so as to bind their interest in the Site to comply with the obligations set out in Schedule 3 in relation to the Development.
- 4.2 The Owner covenants with the County Council, so as to bind their interest in the Site to comply with the obligations set out in Schedule 4.
- 4.3 The Council covenants with the Owner to comply with the obligations set out in Schedule 5.
- 4.4 The County Council covenants with the Owner to comply with the obligations set out in Schedule 6.

5. **MISCELLANEOUS**

- 5.1 The Owner covenants with the Council and the County Council to pay to the Council and County Council's proper and reasonable legal costs incurred in the negotiation preparation and execution and completion of this Deed prior to the completion of this Deed.
- 5.2 No person will be liable for any breach of the terms of this Deed occurring after parting with all their entire interest in the Site or any part of the Site in respect of which such breach occurs but they will remain liable for any breaches of this Deed occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 5.2
- 5.3 The Owner covenants with the Council and County Council to give the Council and County Council immediate written notice of any conveyance transfer lease assignment mortgage or other disposition ("Disposition") of all or part of its interest of the Site (save to the owner/occupier of a Dwelling or mortgagee thereof) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) and the extent of the land subject to the Disposition by reference to a plan and title number or numbers thereof.
- 5.4 The Owner warrants that they are the freehold owner of the Site and have full power and capacity to enter into this Deed and that there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site.
- 5.5 The Owner covenants from the date that this Deed takes effect to allow the Council and the County Council and their duly authorised officers or agents at all reasonable times and upon the giving of reasonable notice to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed
- 5.6 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived
- 5.7 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments order and regulations in the exercise of their functions as local authorities.
- 5.8 The Owner covenants so as to bind their interest in the Site to notify the District Council and the County Council in writing 14 days prior to the following;

5.8.1 Commencement of the Development;

6. **TERMINATION OF THIS DEED**

- 6.1 This Deed will come to an end if (insofar as it has not already been complied with):

- 6.1.1 the Planning Permission is quashed, revoked or otherwise withdrawn or modified (without the consent of the Owner) by any statutory procedure; or
- 6.1.2 the Planning Permission expires before the Commencement of Development

7. NOTICES

- 7.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 7.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.
- 7.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
 - 7.3.1 if delivered by hand, at the time of delivery;
 - 7.3.2 if sent by post, on the second working day after posting; or
 - 7.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 7.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.
- 7.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

8. APPROVALS

- 8.1 Where it is stated that any document scheme submission or the like must be agreed or approved by either the Council or the County Council then the Owner shall take such reasonable steps as are necessary to secure such approval or agreement including making revisions to such document scheme or submission in order to secure such agreement or approval but in seeking such agreement or approval the Owner shall be entitled to rely on the engagement and reasonable co-operation of the Council or County Council in securing such agreement or approval within the time frame specified where a time limit is imposed and in any event approvals required under this Deed shall not be unreasonably withheld or delayed.

9. INTEREST

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

10 **INDEX LINKING**

Any sum referred to in Schedule 3 and Schedule 4 shall be increased by an amount equivalent to the Index from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times C/D$ where:

A = is the sum payable under this Deed;

B = is the original sum calculated as the sum payable;

C = is the Index for the month two (2) months before the date on which the sum is payable;

D = is the Index for the month two (2) months before the date of this Deed; and

Where $C/D =$ is greater than 1

6. **THE MORTGAGEE'S COVENANTS**

6.1 The Mortgagee acknowledges and declares that this Deed has been entered into with its consent and that the Site shall be bound by the obligations contained in this Deed in priority to the charge of the Mortgagee and that security of the Mortgagee over the Deed shall take effect as if this Deed had been entered into prior to the charge of the Mortgagee PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site over which it holds a respective legal charge in which case it will be bound by the obligations as if it were a person deriving title from the Owner

11. **RIGHT OF ENTRY**

- 11.1 At all times on not less than twenty-four (24) hours written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of either or both of the Council or the County Council entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:
- 11.2 such employee or agent on arrival at the Site shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Site);
- 11.3 such entry shall be effected between 08.00 and 17.00 on any day;
- 11.4 such employee or agent may be accompanied by such other persons as may be reasonably necessary;
- 11.5 such employee or agent may take photographs measurements and levels;

11.6 such employee or agent may not remain on the Site for no longer than is reasonably necessary for carrying out a proper inspection;

11.7 such employee or agent and any other accompanying persons shall comply with Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety.

12. WAIVER

No waiver (whether express or implied) by the Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

13. VAT

13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

14. DISPUTE

14.1 If any dispute shall arise between any of the parties to this Deed as to the obligations under the terms of this Deed the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute on the application of any party and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

14.2 The provisions in clause 13.1 shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

15. JURISDICTION

15.1 This Deed is to be governed by and interpreted in accordance with the law of England.

15.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed.

16. EXECUTION

The parties have executed this Deed as a deed and it is delivered on the date set out above.

SCHEDULE 1

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

The freehold land at Former Leiston School Waterloo Avenue Leiston Suffolk IP16 4HF (shown for identification purposes edged red on the Plan annexed to this Deed);



Mr Tony Collins
Collins & Coward Ltd
The Courtyard
9A East Street
Coggeshall
CO6 1SH

Planning Permission

Town and Country Planning Act 1990

The Town and Country Planning (Development Management Procedure) (England) Order 2015

Our reference DC/18/3697/FUL
Date valid 19 September 2018
Site Former Leiston School, Waterloo Avenue, Leiston
Parish Leiston Cum Sizewell
Proposal Redevelopment of former Leiston School to provide eleven units of residential accommodation, private amenity space, access, parking and associated infrastructure and ancillary works

Permission is hereby granted by East Suffolk Council as local planning authority for the purposes of the Town and Country Planning Act 1990, for development in complete accordance with the application shown above, the plan(s) and information contained in the application, and subject to compliance with the following conditions as set out below. Your further attention is drawn to any informatives that may have been included.

In determining the application, the council has given due weight to all material planning considerations including policies within the development plan as follows:

- SP1 Sustainable Development (Suffolk Coastal District Local Plan Core Strategy and Development Management Policies adopted July 2013)
- SP15 Landscape and Townscape (Suffolk Coastal District Local Plan Core Strategy and Development Management Policies adopted July 2013)
- SP24 Leiston (Suffolk Coastal District Local Plan Core Strategy and Development Management Policies adopted July 2013)

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
DX: 41400 Woodbridge

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ
DX: 41220 Lowestoft

DM21 Design: Aesthetics (Suffolk Coastal District Local Plan Core Strategy and Development Management Policies adopted July 2013)

DM22 Design: Function (Suffolk Coastal District Local Plan Core Strategy and Development Management Policies adopted July 2013)

DM23 Residential Amenity (Suffolk Coastal District Local Plan Core Strategy and Development Management Policies adopted July 2013)

DM31 "Public" Buildings (Suffolk Coastal District Local Plan Core Strategy and Development Management Policies adopted July 2013)

POLICY PL1: LEISTON TOWN PHYSICAL LIMITS BOUNDARY (Leiston Neighbourhood Plan, Made 23rd March 2017)

POLICY IN2: PROVISION OF A NEW COMMUNITY CENTRE AND FACILITIES, WATERLOO AVENUE (Leiston Neighbourhood Plan, Made 23rd March 2017)

POLICY TM3: RESIDENTIAL PARKING STANDARDS (Leiston Neighbourhood Plan, Made 23rd March 2017)

POLICY LG2: GREENS AND VERGES (Leiston Neighbourhood Plan, Made 23rd March 2017)
National Planning Policy Framework (2019)

Conditions:

1. The development hereby permitted shall be begun within a period of three years beginning with the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 as amended.

2. The development hereby permitted shall be completed in all respects strictly in accordance with Drawing Nos 2715 01; 04; 05; 06 and 08 received 06.09.2018 for which permission is hereby granted or which are subsequently submitted to and approved by the Local Planning Authority and in compliance with any conditions imposed by the Local Planning Authority.
Reason: For the avoidance of doubt as to what has been considered and approved.

3. No work shall commence on the elements of the proposed development listed below, until details/detailed drawings of those matters have been submitted to the Local Planning Authority and the details approved in writing. The work shall only take place in accordance with the approved details. (These matters may be submitted for discharge individually, or for specific phases of site development and work may proceed on the relevant item/phase once approval has been given):
 - i) fenestration (including new doors);
 - ii) hard surfacing
 - iii) means of enclosure

Reason: In the interests of amenity.

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
DX: 41400 Woodbridge

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ
DX: 41220 Lowestoft

4. No development shall commence or any materials, plant or machinery be brought on to the site until, full details showing the position of fencing to protect the copper beech tree on the site, have been submitted to and approved in writing by the local planning authority. The protective fencing shall comply with BS.5837, and shown to be erected 1 metre beyond the canopy spread of the trees and hedgerow(s) unless otherwise agreed in writing by the local planning authority.

Reason: To protect the trees/hedgerow during the course of development in the interest of visual amenity.

5. Unless otherwise agreed in writing with the local planning authority no development shall commence or any materials, plant or machinery be brought on to the site, until the approved scheme of protective fencing has been implemented. At no time during the development shall there be any materials, plant or equipment stored, or building or excavation works of any kind undertaken, beneath the canopies of the trees and hedges. All fencing shall be retained and maintained until the development is complete.

Reason: To protect the trees/hedgerow during the course of development in the interest of visual amenity.

6. Within three months of commencement of development, precise details of a scheme of landscape works (which term shall include tree and shrub planting, grass, earthworks and other operations as appropriate) at a scale not less than 1:200 shall be submitted to and approved in writing by the local planning authority.

Reasons: To ensure that there is a well laid out landscaping scheme in the interest of visual amenity.

7. The approved scheme of landscape works shall be implemented not later than the first planting season following commencement of the development (or within such extended period as the local planning authority may allow) and shall thereafter be retained and maintained for a period of five years. Any plant material removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season thereafter and shall be retained and maintained.

Reason: To ensure that there is a well laid out landscaping scheme in the interest of visual amenity

8. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 or any Order revoking or re-enacting the said Order, no development of any kind specified in Parts 1 & 2 of Schedule 2 of the said Order shall be carried out unless otherwise agreed in writing with the local planning authority. (Parts 1 & 2, refer to external alterations and extensions, hard surfacing, means of enclosure etc.).
Reason: In order that the local planning authority may retain control over this particular form of development in the interests of amenity and the protection of the local environment

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
DX: 41400 Woodbridge

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ
DX: 41220 Lowestoft

9. No part of the development shall be commenced until details of the required alterations to the all existing accesses to be retained (including those shared with the neighbouring property) (including the position of any gates to be erected and visibility splays provided) have been submitted to and approved in writing by the Local Planning Authority. The approved accesses shall be laid out and constructed in their entirety prior to any other part of the development taking place. Thereafter the accesses shall be retained in its approved form.
Reason: To ensure that the access is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety.
10. Before the access is first used visibility splays shall be provided in accordance with details previously approved in writing by the Local Planning Authority and thereafter shall be retained in the approved form. Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 2015 no obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow within the areas of the visibility splays.
Reason: To ensure vehicles exiting the drive would have sufficient visibility to enter the public highway safely, and vehicles on the public highway would have sufficient warning of a vehicle emerging to take avoiding action.
11. Prior to first occupation, all other means of access (other than the retained accesses that accord with condition 9) within the frontage of the application site shall be permanently and effectively "stopped up" in a manner which previously shall have been approved in writing by the Local Planning Authority.
Reason: In the interests of highway safety to ensure the approved layout is properly constructed and laid out and to avoid multiple accesses which would be detrimental to highway safety.
12. Before the development is commenced details shall be submitted to and approved in writing by the Local Planning Authority showing the means to prevent the discharge of surface water from the development onto the highway. The approved scheme shall be carried out in its entirety before the access is first used and shall be retained thereafter in its approved form.
Reason: To prevent hazards caused by flowing water or ice on the highway.
13. Before the development is commenced details of the areas to be provided for storage of Refuse/Recycling bins shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter for no other purpose.
Reason: To ensure that refuse recycling bins are not stored on the highway causing obstruction and dangers for other users.
14. Before the development is commenced details of the areas to be provided for the [LOADING, UNLOADING,] manoeuvring and parking of vehicles shall be submitted to and approved in

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
DX: 41400 Woodbridge

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ
DX: 41220 Lowestoft

writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter and used for no other purpose.

Reason: To enable vehicles to enter and exit the public highway in forward gear in the interests of highway safety.

15. Before the development is commenced details of the areas to be provided for secure cycle storage shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter and used for no other purpose.

Reason: To help enable residents to be able to enjoy the opportunity to use cycling as a sustainable form of transport. To help promote this sustainable form of transport.

Informatives:

1. The Local Planning Authority has assessed the proposal against all material considerations including planning policies and any comments that may have been received. The planning application has been approved in accordance with the objectives of the National Planning Policy Framework and local plan to promote the delivery of sustainable development and to approach decision taking in a positive way.

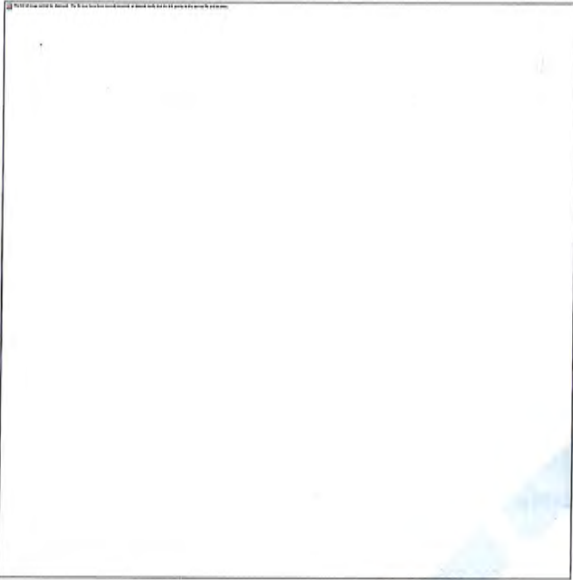
2. It is an OFFENCE to carry out works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority.

Any conditions which involve work within the limits of the public highway do not give the applicant permission to carry them out. Unless otherwise agreed in writing all works within the public highway shall be carried out by the County Council or its agents at the applicant's expense.

The County Council's Head of Infrastructure Management must be contacted on Tel: 0345 606 6067.

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
DX: 41400 Woodbridge

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ
DX: 41220 Lowestoft



Yours sincerely,

Date:

DRAFT

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
DX: 41400 Woodbridge

**POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ
DX: 41220 Lowestoft**

Please read notes below

Note

Most work, including change of use, has to comply with Building Regulations. Have you made an application or given notice before work is commenced?

Town and Country Planning Act 1990

Notification to be sent to an applicant when a local planning authority refuse planning permission or grant it subject to conditions

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
Planning applications: Sections 78 and 79 Town & Country Planning Act 1990

Listed Building applications: Section 20, 21 and 22 Planning (Listed Buildings and Conservation Areas) Act 1990.

Advertisement applications: Section 220 and 221, Town and Country Planning Act 1990
Regulation 15 Town & Country Planning (Control of Advertisements) Regulations 1989.

- If an enforcement notice has been/is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.
- As this is a decision to refuse planning permission for a minor commercial application, if you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
DX: 41400 Woodbridge

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ
DX: 41220 Lowestoft

- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.

DRAFT

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
DX: 41400 Woodbridge

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ
DX: 41220 Lowestoft

SCHEDULE 2

Draft Planning Permission

SCHEDULE 3

The Owner's covenants with the Council

Habitat Mitigation Contribution

1. The Owner covenants with the Council that it will pay the Habitat Mitigation Contribution to the Council in accordance with the following:
 - 1.1 The Owner shall not allow or permit the first Occupation of the first Dwelling until the Habitat Mitigation Contribution has been paid in full to the District Council

SCHEDULE 4

The Owner's Covenants with the County Council

1. The Owner covenants to pay the Traffic Regulation Contribution prior to Commencement of Development
- 1.1 The Owner shall not Commence Development unless and until the Traffic Regulation Contribution has been paid in full to the County Council

SCHEDULE 5

The Council's Covenants with the Owner

1. The Council covenants with the Owner that it will apply the Habitat Mitigation Contribution towards the purpose specified in the definition and for no other purpose whatsoever.
2. In the event that the Habitat Mitigation Contribution is not applied for its specified purpose within 10 years of the receipt of the contribution the Council covenants with the Owner that it will refund to the Owner such unexpended contribution along with interest if any calculated at the base rate of the Bank of England from time to time from the date of any payment until the date of repayment.
3. The Council covenants with the Owner that it will produce full details of the expenditure of all monies paid pursuant to the provisions of this Agreement which details should be provided following receipt of a request for the same from the Owner.
4. Upon request where compliance with an obligation in this Agreement has been fulfilled to certify compliance with such obligation and if so requested the Council covenants with the Owner to execute a Deed of Release (or partial release) from the relevant obligation and procure that a note thereof is entered on the Register of Local Land Charge.

SCHEDULE 6

The County Council's Covenants with the Owner

1. The County Council hereby covenants to utilise the Traffic Regulation Contribution for the appropriate purpose as described in the definition at clause 1.1 of this agreement.
2. If requested in writing by the Owner no sooner than the tenth (10th) anniversary of the date that the Traffic Regulation Contribution is received by the County Council then the County Council shall return any part of the Traffic Regulation Contribution that remains unexpended when such notice is received (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of any purpose as described under the definition the unexpended part of the Traffic Regulation Contribution shall not be repaid until such payment is made and the unexpended part of the Traffic Regulation Contribution to be repaid shall not include such payment.
3. Upon receipt of a written request from the Owner prior to the eleventh (11th) anniversary of the date that the Traffic Regulation Contribution is received by the County Council the County Council shall provide the Owner with a statement confirming whether the Contribution has been spent and if the Contribution has been spent in whole or in part outlining how the Contribution has in whole or in part been spent.
4. Any dispute in relation to how the Contribution has been spent must be raised in writing by the Owner and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in Clause 3 and shall clearly state the grounds on which the expenditure is disputed.

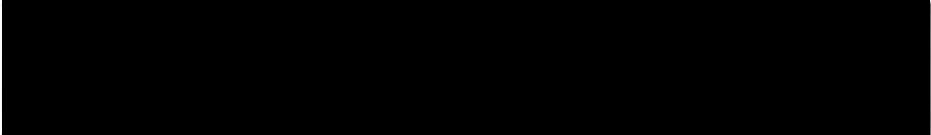
Formatted: Line spacing: Multiple 1.15 li

SIGNED as a DEED)

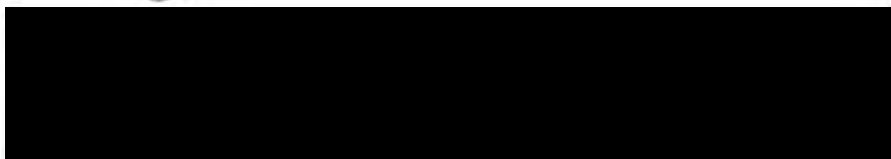
by)

WESTERN HOUSE DEVELOPMENTS
LIMITED ACTING THROUGH
A DIRECTOR

Director



Director/Secretary-
WITNESS)

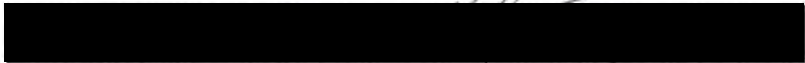


Signed as a deed by

on behalf of HAMPSHIRE TRUST BANK PLC



(Name of Attorney - A Signatory Signature of Attorney - A Signatory



(Name of Attorney-A or B Signatory (Signature of Attorney - A or B Signatory)

as attorneys for
HAMPSHIRE TRUST BANK PLC
Under a power of attorney dated
5 November 2018



THE COMMON SEAL OF
EAST SUFFOLK COUNCIL
was hereunto affixed in the presence of: -



24087



Authorised signatory

Authorised signatory



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

Authorise

