

DATE

5th September

2019

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

and

(3) ARCADE STREET LIMITED

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990
as amended and other statutory provisions
relating to Land at 12-12A Arcade Street Ipswich

Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich
Suffolk
IP1 2DE

THIS DEED OF AGREEMENT is made the 5th day of September 2019

BETWEEN:

1. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Borough Council**"); and
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**"); and
3. **ARCADE STREET LIMITED** (Company Registration Number 11408271) whose registered office is 834 Hertford Road Enfield EN3 6UE (hereinafter called "**the Owner**")

RECITALS

- (A) The Borough Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is an Authority who may enforce the planning obligations herein.
- (B) The County Council is the local highway authority and is also a local planning authority for the purposes of the 1990 Act for the area in which the Property is situated and by whom the obligations contained in this Deed are enforceable.
- (C) The Owner is the freehold owner of the Property registered at the Land Registry under title number SK85930
- (D) The Owner submitted the Application to the Borough Council for the grant of the Permission for the Development of the Property and the Borough Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations herein.
- (E) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and the Owner acknowledges that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (F) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.
- (G) The Borough Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

OPERATIVE PROVISIONS

- 1 The following expressions shall have the meanings hereby respectively assigned to them:-

General Definitions

“the 1990 Act”	means the Town and Country Planning Act 1990 as amended
“the Application”	means the planning application given reference IP/18/00899/FUL submitted by the Owner and registered by the Borough Council on 25 th January 2019 for permission to develop the Property
“BCIS 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 or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Borough Council County Council and the Owner
“BCIS Indexed”	the increase in any sum referred to in the Second Schedule by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 31 of this Deed;
“Commencement Date”	means the date on which the Development commences by the carrying out on the Property pursuant to the Permission of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT the following operations shall not constitute a material operation for the purposes of this Deed and for no other purpose:- <ul style="list-style-type: none">• site investigations or surveys;• site decontamination• the demolition of any existing buildings or structures and “Commence Development” and “Commencement of Development” shall be construed accordingly
“Completion of Development”	the date that the last Unit is first Occupied

"the Councils"

means the Borough Council and the County Council

"Deed"

means this Deed of Agreement

"Development"

means the development of the Property by the conversion to 14 apartments with refuse and cycle stores as set out in the Application

"dwelling"

"Late Payment Interest"

means any dwelling to be constructed pursuant to the Permission
interest at four (4) per cent above the base lending rate of the Bank of England from time to time

"the Obligations"

means the obligations provisions requirements conditions or other burdens set out in this Deed

"Occupation"

means occupation for the purpose permitted by the 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 and "Occupy" and "Occupied" shall be construed accordingly

"the Permission"

means the planning permission subject to conditions which may be granted by the Borough Council pursuant to the Application substantially as set out in the draft as set out in Annex 1

"the Plan"

means the plan attached to this Deed and marked "Plan"

"the Property"

means the land described in the First Schedule against which this Deed may be enforced and as shown edged red for identification purposes only on the Plan

"the Unit"

means any building constructed pursuant to the Permission other than a Dwelling

"Working Days"

Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

Financial Contributions

“Primary School Contribution”	Means the sum of twelve thousand one hundred and eighty-one pounds (£12,181.00) BCIS Indexed
“Libraries Contribution”	Means the sum of two hundred and twenty-four pounds (£224.00) BCIS Indexed

2. Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph or recital in this Deed
3. Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
4. Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
5. Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that enactment regulation or order or deriving validity from it.
6. References in this Deed to the Councils shall where the context so admits include any public body in which the functions of the Councils at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Councils as the case may be or such other bodies.
7. Reference in this Deed to the Owner shall include reference to successors in title and assigns to the Property or any part or parts thereof and to persons claiming an interest in land through or under it.
8. Headings in this Deed are not intended to be taken into account in its construction or interpretation.
9. “Including” means “including, without limitation”.
10. Any covenants 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 by another person.
11. Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

STATUTORY PROVISIONS AND COVENANTS

12. This Deed is made in pursuance of:-

Section 106 of the 1990 Act

Section 111 of the Local Government Act 1972

Section 1 of the Localism Act 2011

and all other enabling legislation.

13. The obligations created in the Second Schedule hereto are planning obligations insofar as they fall within the terms of Section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Owner and its successors in title.

14. Insofar as any of the covenants contained in this Agreement are not planning obligations within Section 106 of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

15. This Deed is conditional upon:

(i) the grant of the Permission; and

(ii) the Commencement of Development

save for the provisions of this clause and clauses 20-22, 23, 25 27-28, 37 and any other relevant provisions which shall come into effect immediately upon completion of this Deed

16. The Owner covenants with the County Council as set out in the Second Schedule so as to bind the Property and each and every part thereof.

17. The Borough Council covenants with the Owner as set out in Part 1 of the Third Schedule.

18. The County Council covenants with the Owner as set out in Part 2 of the Third Schedule.

AGREEMENTS AND DECLARATIONS

19. This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that no person shall be liable for any breach of any Obligations contained in this Deed occurring after he shall have parted with all interest in the Property save in respect of any breach at a time when they held any such interest.

20. This Deed shall be a local land charge and shall be registered as such by the Borough Council.

21. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (other than a successor in title to one of the

original parties or their assignees) shall be entitled in that person's own right to enforce any provisions of this Deed pursuant to the provisions of the said Act.

22. The Owner shall pay to the Councils their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof.
23. The Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council or County Council's written request to do so) such information as the Borough Council and/or County Council within its reasonable discretion considers it requires in order to determine whether the terms and conditions of this Deed are being observed.
24. The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
25. Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Permission) after the date of this Deed.
26. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement Date or is modified (without the consent of the Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
27. If any dispute shall arise between any of the Parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction 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 either 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.
28. Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.
29. The Obligations contained in this Deed shall only be capable of being varied by a supplemental deed between the Parties hereto or their respective successors in title or assigns made under section 106A of the 1990 Act.
30. If any Financial Contribution due under this Deed is paid late Late Payment Interest will be payable from the date payment is due to the date of payment

31. The Financial Contribution payable by the Owner to the County Council in accordance with the Second Schedule shall (unless the context reads otherwise) be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the formula $A = B \times C/D$ where:
- 31.1 A is the sum payable under this Deed;
 - 31.2 B is the original sum calculated as the sum payable;
 - 31.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
 - 31.4 D is the BCIS Index for the month 2 months before the date of this Deed;
and
 - 31.5 C/D is greater than 1
32. The Owner covenants from the date this Deed takes effect to allow the Councils and their respective duly authorised officers or agents at all reasonable times subject to prior written notice of not less than 3 Working Days to enter into and upon and remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed
33. The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning of the Property under the terms of this Deed are hereby waived
34. The Owner covenants and warrants to the Councils that they have full power to enter into this Deed and that there is no other person having a charge over or any binding interest in the Property whose consent is necessary to make this Deed binding on the Property and all estates and interests therein
35. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
36. No waiver (whether expressed or implied) by the Councils 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 Councils from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
37. The Owner agrees with the Councils to give each of them written notice of any change in ownership of any of their interests in the Property occurring before all the obligations under this Deed have been discharged such notice to be given within twenty one (21) days of such change in ownership and shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan and a copy of the registered title and plan thereto.
38. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

39. The Owner covenants to inform the Borough Council and County Council by way of written notice within seven (7) Working Days following:
- a) Commencement of Development;
 - b) First Occupation of the first Dwelling;
 - c) Completion of the Development
40. Any approval, consent, direction, authority, agreement or action to be given by the Borough Council and/or County Council under this Deed shall not be unreasonably withheld or delayed
41. This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
42. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS WHEREOF the parties have executed this Deed the day and year first hereinbefore written

FIRST SCHEDULE

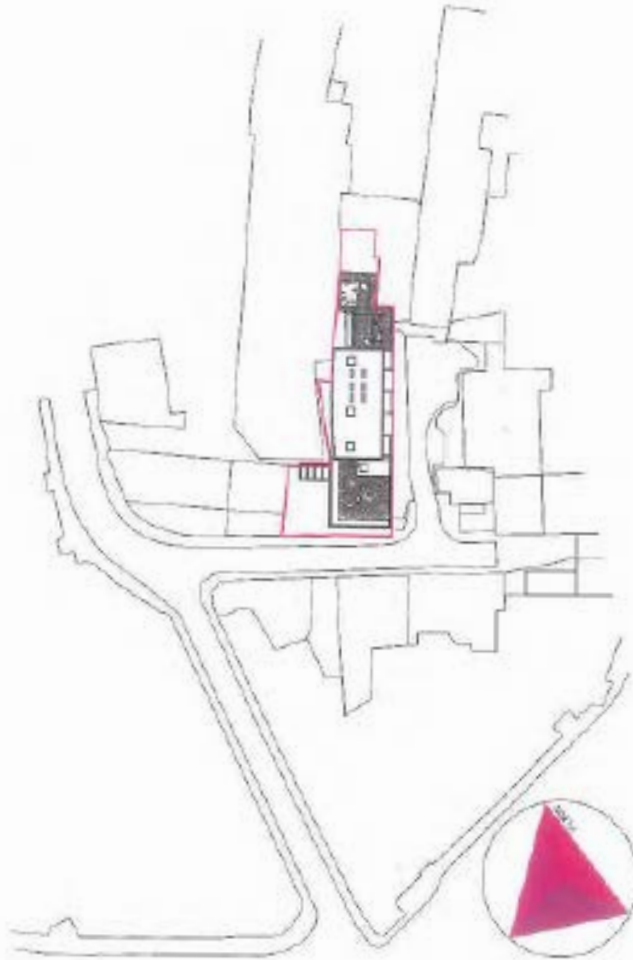
The Plan

Details of the Owners' Title, and description of the Property

The land shown for indicative purposes only edged red on the Plan and known as 12-12A
Arcade Street Ipswich, registered with the Land Registry under title number SK85930

12A ARCADE STREET
RESIDENTIAL DEVELOPMENT

SCALE BAR 1:1250



NOTES

1. THE DEVELOPER HAS OBTAINED ALL NECESSARY CONSENTS FROM THE LOCAL AUTHORITY AND THE HIGHWAYS AGENCY.
2. THE DEVELOPER HAS OBTAINED ALL NECESSARY CONSENTS FROM THE LOCAL AUTHORITY AND THE HIGHWAYS AGENCY.
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10. THE DEVELOPER HAS OBTAINED ALL NECESSARY CONSENTS FROM THE LOCAL AUTHORITY AND THE HIGHWAYS AGENCY.



ARCHITECTURE LTD
RESIDENTIAL DEVELOPMENT

SITE LOCATION PLAN

ARCADIE STREET LTD

12A ARCADE STREET
IPSWICH IP1 1EP

REF: 1001205/11250000
PROJECT: 1001205
DATE: 01/19

1001 206

THE TOWN
PLANNING



[REDACTED]
AUTHORISED OFFICER

[REDACTED]
AUTHORISED OFFICER



SECOND SCHEDULE

1. THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

PRIMARY SCHOOL CONTRIBUTION

- 1.1 The Owner covenants to pay to the County Council the Primary School Contribution prior to the first Occupation of the first Dwelling
- 1.2 The Owner covenants not to Occupy or permit or allow the first Occupation of the first Dwelling unless and until the Primary School Contribution has been paid to the County Council

LIBRARIES CONTRIBUTION

- 2.1 The Owner covenants to pay to the County Council the Libraries Contribution prior to the first Occupation of the first Dwelling
- 2.2 The Owner covenants not to Occupy or permit or allow the first Occupation of the first Dwelling unless and until the Libraries Contribution has been paid to the County Council

THIRD SCHEDULE

PART 1

Borough Council Covenants

1. The Borough Council covenants with the Owner to issue the Permission within 5 Working Days of the date of this Deed

PART 2

County Council Covenants

1. APPLICATION OF CONTRIBUTIONS

- 1.1 The County Council covenants to use the Primary School Contribution towards the enhancement and improvement of Handford Hall Primary School or other primary schools serving the Development
- 1.2 The County Council covenants to use the Libraries Contribution towards books and resources in Ipswich libraries serving the Development

2. REPAYMENT OF CONTRIBUTIONS

- 2.1 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Primary School or Libraries Contribution as appropriate was paid within a further period of one (1) year pay to any person such amount of the Primary School or Libraries Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued on the amount to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. Such payment shall be made within twenty eight (28) Working Days of such request.
- 2.2 When the Primary School Contribution or Libraries Contribution as appropriate paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

ANNEX 1

Draft Decision Notice for

Planning application IP/18/00899/FUL

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015



To: Mr Lewis Cullerton
DAP Architecture
3 & 5 Hospital Approach
Chelmsford
Essex
CM1 7FA

Agent for:
Arcade Street Ltd

Application Reference: IP/18/00899/FUL

GRANT OF FULL PLANNING PERMISSION

Ipswich Borough Council, as local planning authority, hereby **GRANT** Full Planning Permission for:

Conversion to 14 apartments with refuse and cycle stores.

at: 12 - 12A Arcade Street Ipswich Suffolk IP1 1EJ

in accordance with your application reference: IP/18/00899/FUL received 10.10.2018.

By virtue of Section 91 of the Town and Country Planning Act, 1990 this permission is granted subject to the condition that the development to which it relates must be begun not later than the expiration of three years beginning with the date of this notice.

This permission is also subject to the following condition(s): -

1. The development shall be carried out in accordance with the details shown on the following submitted drawings 200.04, 201.05, 202.02, 203.02 and 204.04, and the requirements of any succeeding conditions.
2. The development hereby approved shall not be brought into use until such time as the following details have been submitted to and agreed in writing with the Local Planning Authority. The development shall only be implemented in accordance with the agreed details and any agreed works shall be carried out in their entirety before the development is first occupied and retained as such:
 - (i) External materials;
 - (ii) Details of hard and soft landscaping including external surfaces;
 - (iii) Details of ecological enhancement measures;
 - (iv) External lighting details;
 - (v) Details of CCTV coverage,
 - (vi) Full details of the installation of a mechanical heat-recovery ventilation system (MVHR) or similar system;

- (vii) Full details of a proposed air-cooling system or similar system;
 - (viii) Details of renewable and/or low carbon sources to be used;
 - (ix) Details of acoustic glazing and acoustic trickle vents;
 - (x) Details of secure postal boxes.
3. The development hereby approved shall not be brought into use until such time as the following details have been submitted to and agreed in writing with the Local Planning Authority. The development shall only be implemented in accordance with the agreed details and any agreed works shall be carried out in their entirety before the development is first occupied and retained as such:
- (i) Detailed drawings of the proposed screening structure on the east elevation including materials;
 - (ii) Detailed drawing of the proposed balcony structure to north elevation;
 - (iii) Detailed drawing of the proposed balconies to the west elevation, including details and materials of external staircase;
 - (iv) Details of all proposed windows and doors;
 - (v) Details of proposed staircase enclosure and balustrade to roof of principal building.
4. The hereby-approved dwellings shall be constructed so that a minimum energy/CO2 standard of 19% below the Target Emission Rate (TER), as determined by the 2013 Edition of the 2010 Building Regulations (Part L) and meet water efficiency standards of 110 litres per person per day (or in the case that the achievement of these standards are demonstrated not to be feasible or viable a lesser standard level as may be agreed in writing with the Local Planning Authority) are met. Prior to any occupation of the development certification of compliance with these standards shall be submitted to and approved by the Local Planning Authority.
5. Prior to occupation of the hereby approved development, the areas to be provided for storage of Refuse/Recycling bins as shown on drawing no. 200.04 shall be provided and retained thereafter for no other purpose.
6. Prior to occupation of the hereby approved development, the areas to be provided for storage of cycles and powered two wheel vehicles as shown on drawing no. 200.04 shall be provided and retained thereafter for no other purpose.
7. Prior to occupation, details of the area to be provided for the loading and unloading by service vehicles 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.
8. No development shall commence until details of the drainage proposals have been submitted to and approved in writing by the local planning authority.
9. No development shall commence until details, maintenance and management of the drainage system have been submitted to and approved in writing by the local planning authority. The system shall be implemented and thereafter managed and maintained in accordance with the approved details.
10. Prior to the first occupation of the hereby approved development, a long-term residential management plan shall be submitted to and approved in writing by the Local Planning Authority. The residential management plan shall include details of internal communal areas and refuse/recycling facilities. The development shall be operated in accordance with the approved details from first occupation.

The reasons for the above condition(s) are as follows: -

1. For the avoidance of doubt and in the interests of proper planning.

2. The condition is necessary to ensure the functional layout of the development is satisfactory, the visual amenity of the area is safeguarded, and biodiversity of the site is enhanced.
3. The condition is necessary to ensure the functional layout of the development is satisfactory, the visual amenity of the area is safeguarded, and biodiversity of the site is enhanced.
4. To ensure that the building achieves a high standard of sustainable design.
5. To ensure that refuse recycling bins are not stored on the highway causing obstruction and dangers for other users.
6. In the interests of promoting sustainable means of transport.
7. To enable servicing of the units in the interests of highway safety.
8. To ensure the proposed development can be adequately drained.
9. To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.
10. In the interests of protecting the amenity of the occupiers of the development and those of the neighbouring area.

INFORMATIVES

1. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
2. Ipswich Borough Council supports the use of automatic sprinkler systems.
3. You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control section at Ipswich Borough Council on email: building.control@ipswich.gov.uk or on telephone number: 01473 432951.
4. There is now a planning fee payable for applications in writing to discharge planning permission conditions. The rates as prescribed by Central Government are £116 for each written request. Forms for applications to discharge conditions are available from the Council's website.
5. Suffolk Constabulary have provided details comments upon this application which are available on the Council's website www.ipswich.gov.uk
6. Note: It is an OFFENCE to carry out any 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.
7. Unless otherwise agreed in writing all works within the public highway shall be carried out by Suffolk County Council at the applicant's expense. For further information go to: <https://www.suffolk.gov.uk/roads-and-transport/parking/apply-for-a-dropped-kerb/> A fee is payable to the Highway Authority for the assessment and inspection of both new vehicular crossing access works and improvements deemed necessary to existing vehicular

crossings due to proposed development.

8. Note: Section 153 of the Highways Act 1980 makes it an OFFENCE to put up doors, windows or gates that open out over the highway.
9. Note: Section 137 makes it an OFFENCE to obstruct the highway, for example by a vehicle projecting over it from private property.
10. No waiting at any time restrictions exist within Arcade Street.
11. The site is located within an area of archaeological importance. Should there be any groundworks proposed, you are requested to contact the Suffolk County Council Archaeological Service, Bury Resource Centre, Hollow Road, Bury St Edmunds, Suffolk, IP32 7AY, Tel: 01284 741231
12. This permission is subject to a related agreement under Section 106 of the Town and Country Planning Act, 1990.

Summary of Development Plan policies and proposals relevant to this decision: -

1. Core Strategy and Policies DPD (2017) - Policies CS1 (Sustainable Development); CS2 (The Location and Nature of Development); CS3 (IP-One Area Action Plan); CS4 (Protecting our Assets); CS7 (The Amount of New Housing Required); CS8 (Housing Type and Tenure); CS15 (Education Provision); CS17 (Delivering Infrastructure); DM1 (Sustainable Design and Construction); DM2 (Decentralised Renewable or Low Carbon Development); DM3 (Provision of Private Outdoor Amenity Space in New and Existing Developments); DM4 (Development and Flood Risk); DM5 (Design and Character); DM8 (Heritage Assets and Conservation); DM17 (Transport and Access in New Developments); DM18 (Car and Cycle Parking); DM26 (Protection of Amenity); DM29 (Provision of New Public Open Space, Sport and Recreation Facilities); DM30 (The Density of Residential Development); DM31 (The Natural Environment); DM13 (Small Scale Infill and Backland Residential Developments); DM22 (Town Centre Uses Outside the Central Shopping Area).

Site Allocations and Policies (Incorporating IP-One AAP) DPD (2017)

SP1 (The protection of allocated sites), SP2 (Land allocated for housing).

Other Planning Guidance

Space and Design Guidelines SPD (2015)

Suffolk Guidance for Parking - Technical Guidance (Updated 2015)

Cycling Strategy SPD (2016)

DCLG Technical housing standards - nationally described space standard (2015)

Central Conservation Area Appraisal and Management Plan

Dated:

Signed:

Martyn Fulcher BSc (Hons) PGDip MRTPI
Head of Development
Grafton House
15 -17 Russell Road
Ipswich IP1 2DE

SEE NOTES BELOW/OVERLEAF

N.B. This permission is not an approval under the Building Regulations; Approval under those regulations may also be required.

NOTES

1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval 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.
2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, 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 this notice.
3. If an enforcement notice 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.
4. If this is a decision to refuse planning permission for a householder 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.
5. 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.
6. Appeals must be made using a form which you can get from Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at www.planningportal.gov.uk/pcs
7. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
8. 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.
9. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.
10. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
11. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

In making this decision the Council has positively addressed the National Planning Policy Framework 2019.

THE COMMON SEAL OF IPSWICH)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:)

[Redacted Signature]

[Redacted Name]
Authorised Signatory



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

[Redacted Signature]

Authorised Signatory



EXECUTED as a DEED by ARCADE)
STREET LIMITED acting by Can)
Yavuzarslan, a director, in the presence of:)

Witness Signature [Redacted]

Witness Name [Redacted]

Witness Address
[Redacted]

Witness Occupation [Redacted]

[Redacted]