

**DATED** 3 June **2020**

**(1) MID SUFFOLK DISTRICT COUNCIL**

**and**

**(2) SUFFOLK COUNTY COUNCIL**

**and**

**(3) ORBIT HOMES (2020) LIMITED**

---

**DEED OF VARIATION**

**Pursuant to Section 106A Town & Country Planning Act 1990  
relating to land at the  
former Masons Cement Works and Adjoining the former MOD Land at  
Bramford Road, Great Blakenham, Suffolk**

---

Suffolk County Council

Legal Services ref CMcG/61490

Constantine House, 5 Constantine Road, Ipswich, IP1 2DH

**THIS DEED** is made the 3 day of June 2020

**BETWEEN**

- (1) **ORBIT HOMES (2020) LIMITED** (Company Registered No. 06950748) of Garden Court Harry Western Road Binley Business Park Coventry CV3 2SU ("the Owner")
- (2) **MID SUFFOLK DISTRICT COUNCIL** of Council Offices 131 High Street Needham Market Ipswich Suffolk IP6 8DL ("the Council")
- (3) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX (the "the County Council")

**BACKGROUND**

- (A) This Deed is supplemental to an agreement made pursuant to S106 of the Town and Country Planning Act 1990 (as amended) ("**the 1990 Act**") dated 12 June 2015 made between the parties hereto and hereinafter referred to as "the Principal Agreement". A copy of the Principal Agreement is attached at the Schedule to this agreement.
- (B) The Council and the County Council (together referred to as "**the Councils**") are the local planning authorities for the purposes of the 1990 Act and are the parties entitled to enforce the obligations contained within this Deed and to enforce the provisions within the Principal Agreement.
- (C) The Owner is the freehold owner of the Site and the County Council have requested the amendments to the Principal Agreement to extend the scope of expenditure for the Early Years/Education Contribution
- (D) Pursuant to Section 106 and Section 106A of the 1990 Act the Council and the County Council and the Owner have agreed to enter into this Deed.

**2 PROVISIONS AND OPERATIVE CLAUSES**

2.1 This Deed is entered into pursuant to the following powers and in connection with the performance of the functions thereunder:-

2.1.1 Section 106 and 106A of the 1990 Act

2.1.2 Section 111 of the Local Government Act 1972

2.1.3 Section 2 of the Local Government Act 2000

2.1.4 Any other powers hereby enabling

2.2 Unless the context otherwise requires the words as defined in the Principal Agreement shall have the same meaning for the purposes of this Deed.

2.3 With effect from the date of this Deed the parties hereto agree the following amendment to the Principal Agreement:

|  |  |
|--|--|
| Clause 1 Definitions<br>"Early Years/Education<br>Contribution<br>amended: | This clause is amended to read as follows:<br>the total sum of £1,382,558 (one million three hundred and eighty two thousand five hundred and fifty eight pounds) subject to Indexation and payable by the Owner to the County Council in accordance with the provisions of the Fourth Schedule to this Agreement. The Early Years element, in the sum of £176,639 (one hundred and seventy six thousand, six hundred and thirty nine pounds) will be used to provide new and/or enhanced early years provision in the parish of Great Blakenham <b>or in the parishes of Claydon and Barham</b> . The Education element, in the sum of £1,205,919 (one million, two hundred and five thousand, nine hundred and nineteen pounds) will be used to increase pupil places and/or enhance facilities at Claydon Primary School. |
|--|--|

2.4 the Principal Agreement as varied shall remain in full force and effect and is to be read and interpreted as if the variations as set out in this Deed were set out in full in the Principal Agreement.

### 3 **REGISTRATION**

3.1 This Deed shall be registrable as a local land charge by the Council.

**IN WITNESS WHEREOF** the Councils have set their common seals and the Owner has executed this Deed the day and year hereinbefore mentioned

## **SCHEDULE**

### **Principal Agreement**

*Copy colour 3/3*

**Planning Obligation by Deed of Agreement  
under Section 106 of the Town and Country  
Planning Act 1990**

relating to the development of Land at the  
former Masons Cement Works and Adjoining  
the former MOD Land at Bramford Road, Great  
Blakenham, Suffolk

Dated: *12 June*

2015

**Mid Suffolk District Council (1)**

**Suffolk County Council (2)**

**Orbit Homes (2020) Limited (3)**

TABLE OF CONTENTS

INTRODUCTION AND PLANNING HISTORY..... 1

1 DEFINITIONS ..... 4

2 CONSTRUCTION OF THIS DEED ..... 18

3 LEGAL BASIS..... 19

4 CONDITIONALITY AND APPLICATION OF 2010 S106 AGREEMENT..... 20

5. NOTICE OF COMMENCEMENT AND MONITORING

6 THE OWNER'S COVENANTS ..... 25

7 THE COUNCIL'S COVENANTS..... 26

8 THE COUNTY COUNCIL'S COVENANTS ..... 26

9 MISCELLANEOUS ..... 26 -29

10 WAIVER..... 29

11 INDEXATION..... 30

12 INTEREST ..... 30

13 VAT ..... 30

14 DISPUTE PROVISIONS ..... 30-32

15 RIGHT OF ENTRY ..... 33

16 JURISDICTION..... 34

17 CIL PROVISIONS ..... 34

18 DELIVERY ..... 35

FIRST SCHEDULE The Site ..... 36

SECOND SCHEDULE Form of notice of Planning Permission ..... 37

THIRD SCHEDULE The Owner's Covenants with the Council ..... 38

FOURTH SCHEDULE The Owner's Covenants with the County Council..... 50

FIFTH SCHEDULE Council's Covenants..... 54

SIXTH SCHEDULE County Council's Covenants..... 58

DATE

12<sup>th</sup> June

2015

## PARTIES

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Council Offices 131 High Street Needham Market Ipswich Suffolk IP6 8DL ("Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("County Council")
- (3) **ORBIT HOMES (2020) LIMITED** (Company Registered No. 06950748) of Garden Court Harry Western Road Binley Business Park Coventry CV32 2SU ("the Owner")

## INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The County Council is the education authority and the highway authority (other than for trunk roads) for the area in which the Site is situated.
- 3 The ownership and other interests in the Site are as set out in the First Schedule.

## **The Planning History for the Site**

- 4 The 2004 Application was submitted to the Council in June 2004. The 2004 Application was subsequently withdrawn and the 2005 Application was submitted to the Council.
- 5 The Council resolved on 20<sup>th</sup> April 2006 to approve the 2005 Application. The 2005 Application was recovered for decision by the Secretary of State by letter dated 21<sup>st</sup> July 2006.
- 6 The Secretary of State granted outline planning permission subject to conditions pursuant to the 2005 Application by letter dated 7 May 2008.
- 7 The applicant of the 2005 Application (hereinafter referred to as "the Applicant"), the Council and the County Council agreed to enter into the 2007 S106 Agreement in order to secure the planning obligations contained therein.
- 8 The Applicant, the Council and the County Council subsequently agreed certain minor amendments to the 2007 S106 Agreement and agreed to enter into the 2010 S106 Agreement so as to bind the Site in place of the 2007 S106 Agreement which was released in its entirety so that it is no longer binding and ceases to have any effect.
- 9 The Owner entered into a deed of variation with the Council and the Homes and Communities Agency on the 28<sup>th</sup> September 2012 ("2012 Deed of Variation") pursuant to planning application reference 1502/11 and 2679/11 to amend the 2010 S106 Agreement.
- 10 The Owner entered into a further deed on 12<sup>th</sup> July 2014 pursuant to the planning application reference 3496/13 secure the provision of 24 Dwellings to supplemental to the 2010 S106 Agreement ("Supplement Deed")



- 11 The parties have agreed certain amendments to the 2010 S106 Agreement that shall be given effect upon the Commencement of Development and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 12 The Council resolved on 18<sup>th</sup> March 2015 to grant the Planning Permission subject to the prior completion of this Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART**

**1 DEFINITIONS**

For the purposes of this Agreement the following expressions shall have the following meanings:

- "1990 Act" the Town and Country Planning Act 1990 (as amended).
- "2004 Application" the application for outline planning permission for the construction of 537 dwellings plus retail and community facilities and associated infrastructure submitted to the Council and allocated reference number 950/04
- "2005 Application" the application for outline planning permission for the residential development of 421 dwellings with associated community and retail facilities including public open space, a local centre and land reserved for a primary school and employment space uses submitted to the Council and allocated reference number 2326/05
- "2010 S106 Agreement" the agreement entered into between (1) the Council, (2) the County Council, (3) Onslow (Suffolk) Limited and Onslow Gipping Limited, (4) AIB Group (UK) Plc and (5) Onslow (Suffolk) Limited pursuant

to section 106 of the 1990 Act and dated 23 December 2010

**"2012 Deed of Variation"** means the Deed of Variation to the 2010 S106 Agreement dated 28<sup>th</sup> September 2012 between (1) the Council (2) the Owner and (3) the Homes and Communities Agency

**"Affordable Housing"** subsidised housing which is available to persons who have a housing need or are on a low income insufficient to meet their housing need in the open market either to rent or purchase

**"Agreement"** means this agreement.

**"Application"** the application for full planning permission dated 27 October 2014 submitted to the Council for the Development and allocated reference number 3310/14.

**"Building Operations"** has the same meaning as that set out in section 55 of the 1990 Act

**"Children's Play Equipment Scheme"** means a scheme setting out the provision of Children's Play Equipment to the value of £150,000 (one hundred and fifty thousand pounds) and (for the avoidance of doubt such scheme shall include timetable for delivery and available for public use) and to be provided in accordance with the provisions of the

Third Schedule paragraph 6 to this Agreement.

"Children's Play Equipment"

means the children's play facilities and equipment as set out and shown in the Children's Play Equipment Scheme

"Charging Schedule"

has the meaning ascribed in the CIL Regulations

"CIL"

has the meaning ascribed in the CIL Regulations

"CIL Date"

the date upon which the first Charging Schedule comes into effect in the area in which the Site is situated

"CIL Regulations"

means the Community Infrastructure Regulations 2010 (as amended)

"Commencement of Development"

the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of 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, erection of any temporary means of enclosure, the

*Amend 11.6.15*



"Completion of Development"

*the date that the last Dwelling is occupied.*

temporary display of site notices or advertisements but expressly excluding any Building Operations carried out pursuant to the 2005 Application and "Commence Development" shall be construed accordingly.

"Community Facility Works"

the works to be undertaken by the Council or its nominated contractors in respect of the refurbishments and/or works of improvement as set out in paragraph 2 of the Fifth Schedule

"Community Facility Works Contribution"

the sum of £50,000 (fifty thousand pounds) subject to Indexation payable by the Owner to the Council in accordance with the provisions of the Third Schedule Part 4 to this Agreement and to be applied towards the Community Facility Works.

"Development"

the erection of 270 dwellings comprising 110 x two-bedroom houses, 135 x 3 bedroom houses and 25 x 4 bedroom houses and associated garaging/car parking, landscaping, public open space, play areas and access to Bramford Road, together with the construction of a convenience store with 6 x two-bedroom flats above, associated parking and servicing areas on land at Hackneys Corner as set out in the Application.

|  |   |
|--|---|
| "Dwelling"                               | any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission   |
| "Early Years/<br>Education Contribution" | the total sum of £1,382,558 (one million three hundred and eighty two thousand five hundred and fifty eight pounds) subject to Indexation and payable by the Owner to the County Council in accordance with the provisions of the Fourth Schedule to this Agreement. The Early Years element, in the sum of £176,639 (one hundred and seventy six thousand, six hundred and thirty nine pounds) will be used to provide new and/or enhanced early years provision in the parish of Great Blakenham. The Education element, in the sum of £1,205,919 (one million, two hundred and five thousand, nine hundred and nineteen pounds) will be used to increase pupil places and/or enhance facilities at Claydon Primary School. |
| "Index Linked"                           | All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation and reference to "Indexation" shall be construed accordingly.  |

- "Interest"** where applicable interest at 2 (two) per cent above the base lending rate of the Lloyds Bank Plc from time to time in relation to all late payments to the Council and 4 (four) per cent above the base lending rate of the Lloyds Bank Plc from time to time in relation to late payment to the County Council.
- "Healthcare Contribution"** means the sum of £63,000 (sixty three thousand pounds) subject to Indexation and payable by the Owner to the Council and payable in accordance with the provisions of the Third Schedule Part 4 to this Agreement such contribution to be applied towards the provision of increasing capacity of health care provision at the Claydon and Barham Surgery
- "Maintenance Schedule"** the schedule setting out the maintenance priorities for the Public Open Space and the Children's Play Equipment to be provided in accordance with the provisions of the Third Schedule Part 1 to this Agreement.
- "Management Company"** a management company the principal aim of which is to maintain the Public Open Space in accordance with the provisions of the Third Schedule.

|                          |  |
|--------------------------|--|
| "Occupation"             | 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 and "Occupied" shall be construed accordingly. |
| "Plan 1"                 | the plan attached to this Agreement and labelled 'Plan 1'.   |
| "Plan 2"                 | the plan attached to this Agreement and labelled 'Plan 2'.   |
| "Plan 3"                 | the plan attached to this Agreement and labelled 'Plan 3'  |
| "Plan 4"                 | the plan attached to this Agreement and labelled 'Plan 4   |
| "Plan 5"                 | the plan attached to this Agreement and labelled 'Plan 5'  |
| "Plan 6"                 | the plan attached to this Agreement and labelled "Plan 6"  |
| "Planning Contributions" | <p>the following:</p> <ul style="list-style-type: none"> <li>(i) Community Facility Works Contribution;</li> <li>(ii) Early Years/Education Contribution;</li> <li>(iii) Healthcare Contribution; and</li> <li>(iv) Sports Facility Contribution.</li> </ul>   |



Bramford Road, Great Blakenham

RDC

orbit

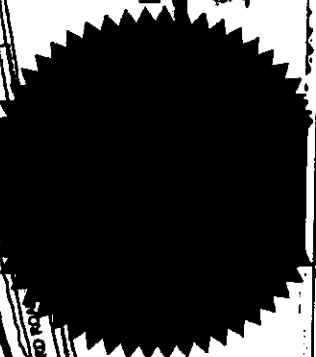
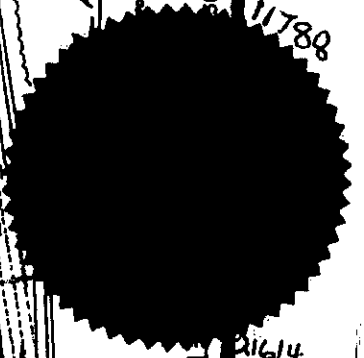
117890

117890

117890

117890

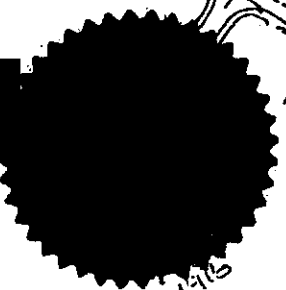
PLAN 1



|          |          |
|----------|----------|
| [Symbol] | PARKS    |
| [Symbol] | ROADS    |
| [Symbol] | RAILWAYS |
| [Symbol] | WATER    |
| [Symbol] | LAND     |
| [Symbol] | PLANTS   |

Direction

Company



1415

Vertical text on the left edge of the page, possibly a page number or document identifier.

TT TT

Bramford Road, Great Blakenham

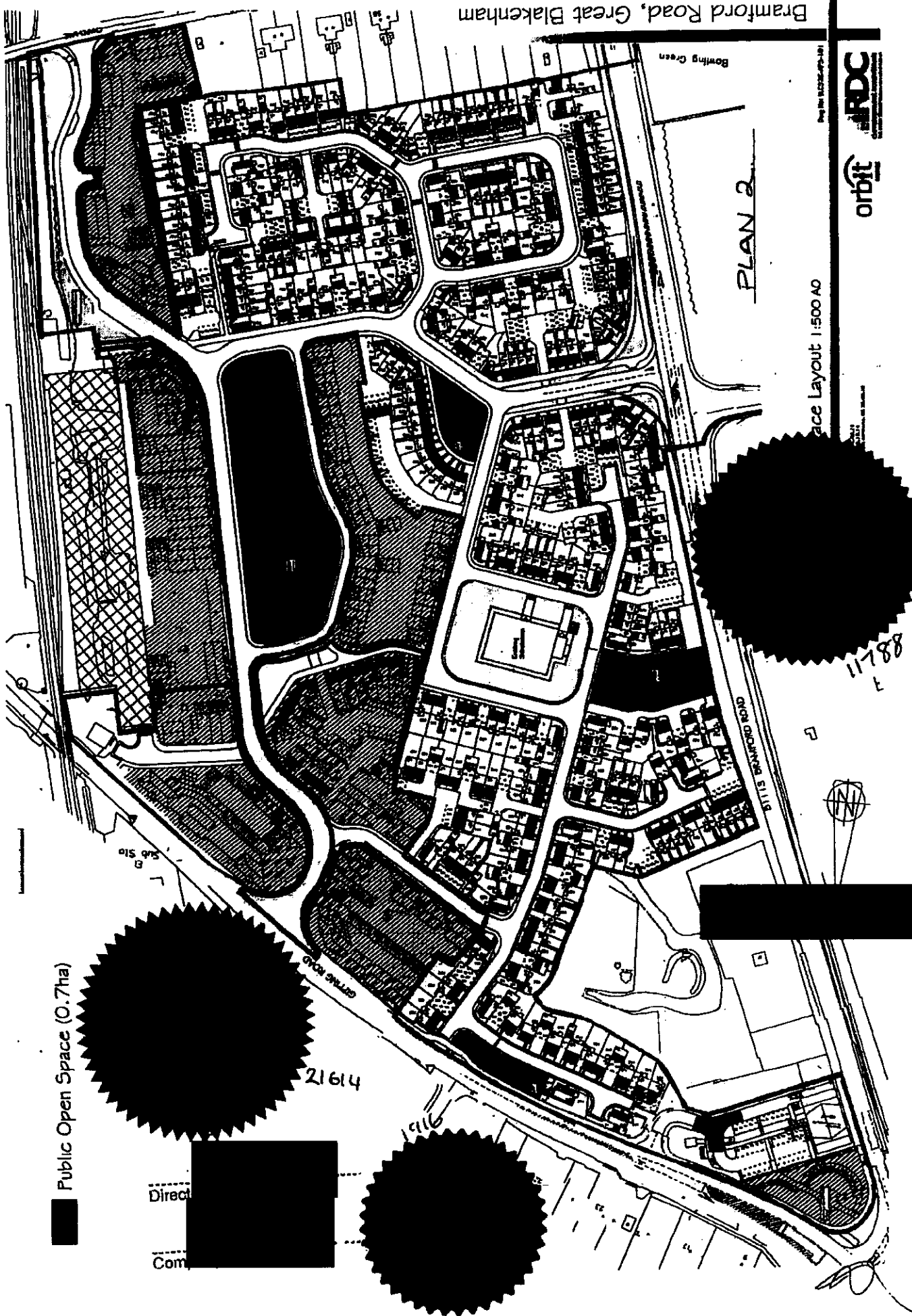
Bowling Green

PLAN 2

Scale Layout 1:500 A0

orbit **RDC**

Page No: 102322-001-101



Public Open Space (0.7ha)



Direct

Com



11788

2

21614

1916

8115 BRAMFORD ROAD

21614



11788

Title: Plan 3  
Reference: 3310/14  
Site:



**MID SUFFOLK DISTRICT COUNCIL**  
131, High Street, Needham Market, IP6 8DL  
Telephone : 01449 724500  
email: customerservice@cสดuk.com  
www.midsuffolk.gov.uk

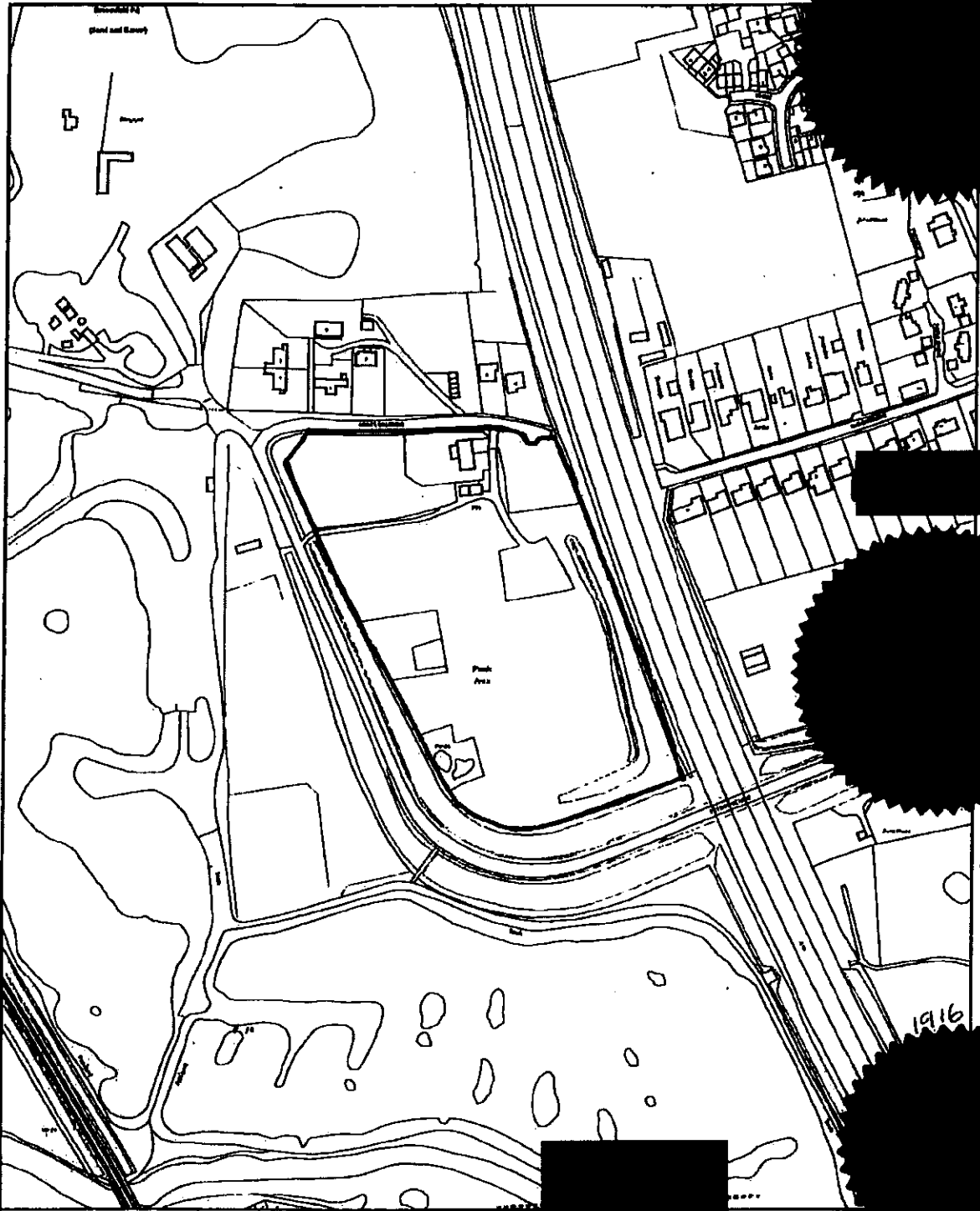


SCALE 1:2500

Reproduced by permission of  
Ordnance Survey on behalf of HMSO.  
© Crown copyright and database right 2015  
Ordnance Survey Licence number 100017810

Date Printed : 09/06/2015

21614



**Title:** Plan 4  
**Reference:** 3310/14  
**Site:**



**MID SUFFOLK DISTRICT COUNCIL**  
 131, High Street, Needham Market, IP8 8DL  
 Telephone : 01449 724500  
 email: customerservice@csduk.com  
 www.midsuffolk.gov.uk



**SCALE 1:3000**

Reproduced by permission of  
 Ordnance Survey on behalf of HMSO.  
 © Crown copyright and database right 2015  
 Ordnance Survey Licence number 100017810

Date Printed : 08/08/2015

21614



**Title:** Plan 5  
**Reference:** 3310/14  
**Site:**

Director



**MID SUFFOLK DISTRICT COUNCIL**  
 131, High Street, Needham Market, IP8 8DL  
 Telephone : 01449 724500  
 email: customerservice@csduk.com  
 www.midsuffolk.gov.uk



**SCALE 1:2500**

Reproduced by permission of  
 Ordnance Survey on behalf of HMSO.  
 © Crown copyright and database right 2015  
 Ordnance Survey Licence number 100017810

Date Printed : 08/06/2015

21614



Title: Plan 6  
 Reference: 3310/14  
 Site:



**MID SUFFOLK DISTRICT COUNCIL**  
 131, High Street, Needham Market, IP8 8DL  
 Telephone : 01449 724500  
 email: customerservice@csduk.com  
 www.mid.suffolk.gov.uk



SCALE 1:2500

Reproduced by permission of  
 Ordnance Survey on behalf of HMSO.  
 © Crown copyright and database right 2016  
 Ordnance Survey Licence number 100017810

Date Printed : 09/06/2015

|                          |   |
|--------------------------|---|
| "Planning Permission"    | the full planning permission subject to conditions to be granted by the Council pursuant to the Application as substantially set out in the Second Schedule.                                |
| "Public Open Space"      | the area of land shown green on Plan 2 and marked up as Public Open Space and such land shall be provided in accordance with the provisions of the Third Schedule Part 1 to this Agreement. |
| "Public Open Space Plan" | the plan showing the Public Open Space to be provided in accordance with the Third Schedule Part 1.   |
| "Q1 Long Stop Date"      | the 31 <sup>st</sup> March in any calendar year   |
| "Q2 Long Stop Date"      | the 30 <sup>th</sup> June in any calendar year  |
| "Q3 Long Stop Date"      | the 30 <sup>th</sup> September in any calendar year   |
| "Q4 Long Stop Date"      | the 31 <sup>st</sup> December in any calendar year  |
| "Retail Unit"            | means the unit subject to an A1 user Class under the Town and Country Planning Use Classes Order 1987 as amended to be provided in accordance with the Third Schedule Part 3                |
| "Secretary of State"     | the Secretary of State for Communities and Local Government   |
| "Site"                   | the land against which this Agreement may be enforced as shown for identification purposes only edged red on  |

|                                |  |
|--------------------------------|--|
|                                | Plan 1 but expressly excluding the area of land shown coloured green thereon.  |
| "Sports Facility Contribution" | the sum of £537,000 (five hundred and thirty seven thousand pounds) subject to Indexation and payable by the Owner to the Council in accordance with the provisions of the Third Schedule Part 4 to this Agreement and to be applied towards the improvement, maintenance and upkeep of the Sports Ground and/or those facilities detailed in the Fifth Schedule |
| "Sports Ground"                | the area of land shown edged red on Plan 6 attached to this Agreement.   |
| "Supplemental Deed"            | means the supplemental agreement to the 2010 S106 Agreement dated 12 <sup>th</sup> July 2014 between (1) the Council (2) the Owner and (3) the Homes and Communities Agency  |
| "Triangle Land"                | means the piece of land for identification only shown edged green on Plan 3  |
| "Working Day"                  | means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England and Wales and reference to "Working Days" shall be construed accordingly  |



## **2 CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 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 interchangeable in that manner.
- 2.4 Wherever there is 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.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 Act or deriving validity from it.
- 2.6 References to any party to this Agreement 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 County Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

### **3 LEGAL BASIS**

- 3.1 This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations (for the purposes of the Planning Permission only) pursuant to Section 106 of the Act and are enforceable by the Council and County Council (in respect of the Building Operations carried out in pursuance of the Planning Permission only) as the local planning authority and strategic planning authority (respectively) against the Owner.

### **4 CONDITIONALITY**

- 4.1 This Agreement is conditional upon:
- (i) the grant of the Planning Permission; and
  - (ii) the Commencement of Development

SAVE FOR the provisions of Clauses 5.1 5.2 6.3 6.4 6.5 10 14 15, 16, 17 and 18 which shall come into effect immediately upon completion of this Agreement.

**APPLICATION OF THE 2010 S106 AGREEMENT DEED OF VARIATION AND SUPPLEMENTAL DEED**

4.2 The 2010 S106 Agreement and the Supplemental Deed and the 2012 Deed of Variation shall remain unaffected by this Agreement EXCEPT to the following extent;

4.3 With effect from Commencement of Development of the Planning Permission the 2010 S106 Agreement, the Supplemental Deed and the 2012 Deed of Variation shall be varied in the following manner:-

4.3.1 The definition of "Police Station" in the 2010 S106 Agreement shall be deleted in its entirety;

4.3.2 Paragraph 6.3 of the Second Schedule to the 2010 S106 Agreement shall be deleted in its entirety;

4.3.4 Paragraph 2 of the Twenty First Schedule to the 2010 S106 Agreement shall be deleted in its entirety

**FOR THE AVOIDANCE OF DOUBT** it is acknowledged by the Owner, the Council and the County Council that the following sums have been paid in respect of the Police Payment (as defined in the 2010 S106 Agreement):

(a) the sum of £130,379 (one hundred and thirty thousand three hundred and seventy nine pounds) payable in accordance with paragraph 1 of the Twenty First Schedule to the 2010 S106 Agreement; and

4.4 Upon the Commencement of Development of the Planning Permission the 2010 Agreement; the Supplemental Deed; and the 2012 Deed of Variation shall only be enforced against the Owner and continue to be of effect in respect of any Building Operations carried out on the Site in relation to planning permission granted by the Secretary of State by

letter dated 7<sup>th</sup> May 2008 pursuant to the 2005 Application as varied by the planning permission granted by the Council under Council Reference No. 1502/11 and 2679/11 (in respect of the 2012 Deed of Variation) and 3496/13 (in respect of the Supplemental Deed) only; and

4.5 **FOR THE AVOIDANCE OF DOUBT** from the Commencement of Development of the Planning Permission no enforcement action shall be undertaken by the Council or the County Council against the Owner in respect of the 2010 S106 Agreement and the Supplemental Deed and the 2012 Deed of Variation where Building Operations are carried out on the Site in connection with the Planning Permission

## **5 NOTICE OF COMMENCEMENT OF DEVELOPMENT AND MONITORING**

5.1 The Owner shall give the Council and the County Council not less than one (1) months prior written notice of its intention to Commence the Development.

5.2 The Owner shall give the Council and the County Council not less than ten (10) Working Days written notice of actual Commencement of Development

5.3 The Owner shall give the Council not less than five (5) Working Days written notice of

5.3.1 the date on which each Dwelling is constructed fitted out and ready for Occupation; and

5.3.2 the completion date of the disposal of each Dwelling which for the purposes of this sub-clause 5.3.2 shall mean the date on which the Owner completes the initial transfer of the freehold estate or the initial grant of a lease or other initial tenancy agreement of such Dwellings

5.4 The Owner shall give the County Council not less than five (5) Working Days written notice of;the completion date of the disposal of the forty second (42nd), one hundred and twelfth (112th), one hundred and eighty second (182nd), two hundred and fifty second (252nd) Dwellings, which for the purposes of this sub-clause 5.4 shall mean the date on which the Owner completes the initial transfer of the freehold estate or the initial grant of a lease or other initial tenancy agreement of such Dwellings;*and the Completion of the Development*

5.5 The avoidance of doubt all notices served and given pursuant to the provisions of this clause 5 must in the case of those served on the Council shall be delivered to the Council's Corporate Manager Development Management or such other officer as shall be notified to the Owner in writing

## 6 THE OWNER'S COVENANTS

- 6.1 The Owner covenants with the Council as set out in the Third Schedule.
- 6.2 The Owner covenants with the County Council as set out in the Fourth Schedule.
- 6.3 The Owner covenants to pay to the Council on completion of this Agreement its respective proper and reasonable legal costs incurred in the negotiation preparation and execution and completion of this Agreement.
- 6.4 The Owner covenants to pay to the Council on completion of this Agreement a contribution of one thousand five hundred Pounds (£1,500) towards the Council's administration costs of monitoring compliance with the performance of the planning obligations created

by this Agreement which the Owner is required to observe and perform

- 6.5 The Owner covenants to pay to the County Council on completion of this Agreement its respective proper and reasonable legal costs incurred in the negotiation preparation and execution and completion of this Agreement.

## **7 THE COUNCIL'S COVENANTS**

- 7.1 The Council covenants with the Owner as set out in the Fifth Schedule;

## **8 THE COUNTY COUNCIL'S COVENANTS**

- 8.1 The County Council covenants with the Owner as set out in the Sixth Schedule.

## **9 MISCELLANEOUS**

- 9.1 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

- 9.2 This Agreement shall be registered as a local land charge by the Council.

- 9.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or County Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:

9.5.1 the Council by the Corporate Manager Development Management;

9.5.2 the County Council by the Director of Economy, Skills and Environment, or an officer acting under her hand.

And any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

- 9.4 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 9.5 Insofar as any clause or clauses of this Agreement 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 Agreement.
- 9.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 9.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest or part of its interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 9.8 This Agreement shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 9.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other

than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

- 9.10 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

## **10 WAIVER**

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

## **11 INDEXATION**

Any sum referred to in the Third and Fourth Schedules shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

## **12 INTEREST**

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

## **13 VAT**

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



## **14 DISPUTE PROVISIONS**

- 14.1 In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error 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 in equal shares.
- 14.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any

hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation.

- 14.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.

## **15 RIGHT OF ENTRY**

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 (subject to no health and safety issues) 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 Agreement PROVIDED THAT:

- 15.1 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)
- 15.2 such entry shall be effected between 08.00 and 17.00 on any day
- 15.3 such employee or agent shall be accompanied by such other persons as may be reasonably necessary
- 15.4 subject to no interference with works of construction on Site and all health and safety requirements such employee or agent may take photographs measurements and levels
- 15.5 such employee or agent may not remain on the Site for no longer than is reasonably necessary for carrying out a proper inspection

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

## **16 JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and Wales and (save for any reference to or proceedings in the European Court of Justice) shall be determined in the Courts of England and Wales.

## **17 CIL PROVISIONS**

- 17.1 If the CIL Date occurs prior to the payment by the Owner of any of the Planning Contributions, or whilst some of the Planning Contributions or any portions of the contributions remain to be paid, then the Planning Contributions (or the remaining portions still to be paid) will abate by the amount of any CIL liability (pro rata on the basis of the amounts then unpaid) so that the Owner should not be in a position whereby it is financially worse off because of CIL
- 17.2 If after the date of this Agreement a separate planning permission is issued for the Site which attracts a CIL liability the Council will seek where possible to avoid any double charging in respect of the Development both in terms of the said CIL liability and the Planning Obligations contained within this Agreement

## **18 DELIVERY**

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

**IN WITNESS** whereof the parties hereto have executed this Agreement on the day and year first before written.



## FIRST SCHEDULE

### The Site

All that freehold land known as land at the former Masons Cement Works and adjoining the former MOD Land at Bramford Road, Great Blakenham, Suffolk shown edged red for identification purposes only on the Plan 1 (expressly excluding the land shown coloured green thereon) and registered at H M Land Registry under Title Numbers SK329702, SK356279, SK256336 and SK214938.

**SECOND SCHEDULE**  
**Draft planning permission**

**DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT**  
Due Date: 26/01/2015

**Mid Suffolk District Council Planning Control Department  
131 High Street Needham Market IP6 8DL**

**DRAFT DECISION NOTICE  
Town and Country Planning Act 1990  
THE TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT  
PROCEDURE) (ENGLAND) ORDER 2010**

Date of Application: October 17, 2014 REFERENCE: 3310 / 14  
Date Registered: October 27, 2014

Documents to which this decision relates: Application form received 19 February 2015 and Certificate B received 31 October 2014; Design and Access Statement received 17 October 2014; Planning Statement Ref EJWP-101A received 19 February 2015; Arboricultural Impact Assessment and Method Statement JBA 09/213-AR02 Rev C 16.01.15 received 16 January 2015; Extended Phase 1 Habitat Survey Update received 17 October 2014 and Peakecology letter dated 22 November 2014 received 1 December 2014; Transport Assessment RLTE/2013/1725/TA02 and Transport Assessment Addendum RLTE/2013/1725/TN03 received 17 October 2014 updated by Technical Note SAJ/RLTE/13/1725/TN04 and CMB/RLTE/13/1725/TN05 received 13 January 2015; Viability Statement and Viability Appraisal Spreadsheet received 4 November 2014; Foreman Roberts Sustainability Appraisal dated 12 February 2010 received 27 February 2015; and Drawing numbers:  
LLC926\_100 Rev E received 17 October 2014; LLC926-AP5-100 Rev R received 19 February 2015; LLC926-AP5-101 Rev C received 25 March 2015; 2013/1725/001 Rev E and 2013/1725/002 Rev E received 19 December 2014; 2013/1725/003 Rev C received 17 October 2014; 2013/1725/004 Rev E received 19 December 2014; 2013/1725/005 Rev D received 17 October 2014; JBA 09/213-TS04 Rev B, JBA 09/213-TS05 Rev B and JBA 09/213-TS06 Rev B received 10 December 2014; LLC926-AP5-165 Rev A received and LLC926-AP5-166 Rev A received 24 October 2014; LLC926-AP5-167 received 17 October 2014; LLC926-AP5-168 Rev A received 24 October 2014; LLC926-AP5-122 Rev B and LLC926-AP5-123 Rev B received 19 February 2015; LLC926-AP5-163 received, LLC926-AP5-164 received, LLC926-AP5-183 received, LLC926-AP5-161 received and LLC926-AP5-162 received 17 October 2014; LLC926-AP5-160 Rev B received 19 February 2015; LLC926-AP5-169, LLC926-AP5-170 and LLC926-AP5-171 received 17 October 2014; LLC926-AP5-155 Rev A received 19 February 2015; LLC926-AP5-156, LLC926-AP5-157, LLC926-AP5-158, LLC926-AP5-159, LLC926-AP5-184, LLC926-AP5-150, LLC926-AP5-151 and LLC926-AP5-152 received 17 October 2014; LLC926-AP5-153 Rev A received 19 February 2015; LLC926-AP5-154 Rev A received 7 November 2014; LLC926-AP5-178 received 17 October 2014; LLC926-AP5-179 Rev A received 19 February 2015; LLC926-AP5-180, LLC926-AP5-172 and LLC926-AP5-173 received 17 October 2014;

LLC926-AP5-174 Rev A received 19 February 2015; LLC926-AP5-175 received 24 October 2014; LLC926-AP5-176 and LLC926-AP5-177 received 17 October 2014.

---

**CORRESPONDENCE ADDRESS:**

Mrs Whettingsteel  
EJW Planning Limited  
Lincoln Barn  
Norwich Road  
Scoulton  
Norfolk  
NR9 4NP

**NAME AND ADDRESS OF APPLICANT:**

Mr High  
Orbit Homes (2020) Limited  
Orbit House  
Garden Court  
Harry Weston Way  
Coventry  
CV3 2SU

---

**PROPOSED DEVELOPMENT AND LOCATION OF THE LAND:**

Erection of 270 dwellings comprising 110 x two-bedroom houses, 135 x 3 bedroom houses and 25 x 4 bedroom houses and associated garaging/car parking, landscaping, public open space, play areas and access to Bramford Road, together with the construction of a convenience store with 6 x two-bedroom flats above, associated parking and servicing areas on land at Hackneys Corner.  
- Land Between Gipping & Bramford Road, Great Blakenham

---

The Council, as local planning authority, hereby gives notice that **PLANNING PERMISSION HAS BEEN GRANTED** in accordance with the application particulars and plans submitted subject to the following conditions:

1. **ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE:  
COMMENCEMENT TIME LIMIT**

The development hereby permitted shall be begun not later than the expiration of three years from the date of this permission.

*Reason – To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004*

2. **LISTING OF APPROVED PLANS & DOCUMENTS (TO ALLOW  
CONDITIONS AND AMENDMENTS)**

The development hereby permitted shall be carried out in accordance with the following approved documents or such other drawings/documents as may be approved by the Local Planning Authority in writing pursuant to other conditions of this [permission/consent]; or such drawings/documents as may subsequently be approved in writing by the Local Planning Authority as a non material amendment following an application in that regard :

Application form received 19 February 2015 and Certificate B received 31 October 2014; Design and Access Statement received 17 October 2014;



Planning Statement Ref EJWP-101A received 19 February 2015; Arboricultural Impact Assessment and Method Statement JBA 09/213- AR02 Rev C 16.01.15 received 16 January 2015; Extended Phase 1 Habitat Survey Update received 17 October 2014 and Peakecology letter dated 22 November 2014 received 1 December 2014; Transport Assessment RLTE/2013/1725/TA02 and Transport Assessment Addendum RLTE/2013/1725/TN03 received 17 October 2014 updated by Technical Note SAJ/RLTE/13/1725/TN04 and CMB/RLTE/13/1725/TN05 received 13 January 2015; Viability Statement and Viability Appraisal Spreadsheet received 4 November 2014; Foreman Roberts Sustainability Appraisal dated 12 February 2010 received 27 February 2015; and Drawing numbers: LLC926\_100 Rev E received 17 October 2014; LLC926-AP5-100 Rev R received 19 February 2015; LLC926-AP5-101 Rev C received 25 March 2015; 2013/1725/001 Rev E and 2013/1725/002 Rev E received 19 December 2014; 2013/1725/003 Rev C received 17 October 2014; 2013/1725/004 Rev E received 19 December 2014; 2013/1725/005 Rev D received 17 October 2014; JBA 09/213-TS04 Rev B, JBA 09/213-TS05 Rev B and JBA 09/213-TS06 Rev B received 10 December 2014; LLC926-AP5-165 Rev A received and LLC926-AP5-166 Rev A received 24 October 2014; LLC926-AP5-167 received 17 October 2014; LLC926-AP5-168 Rev A received 24 October 2014; LLC926-AP5-122 Rev B and LLC926-AP5-123 Rev B received 19 February 2015; LLC926-AP5-163 received, LLC926-AP5-164 received, LLC926-AP5-183 received, LLC926-AP5-161 received and LLC926-AP5-162 received 17 October 2014; LLC926-AP5-160 Rev B received 19 February 2015; LLC926-AP5-169, LLC926-AP5-170 and LLC926-AP5-171 received 17 October 2014; LLC926-AP5-155 Rev A received 19 February 2015; LLC926-AP5-156, LLC926-AP5-157, LLC926-AP5-158, LLC926-AP5-159, LLC926-AP5-184, LLC926-AP5-150, LLC926-AP5-151 and LLC926-AP5-152 received 17 October 2014; LLC926-AP5-153 Rev A received 19 February 2015; LLC926-AP5-154 Rev A received 7 November 2014; LLC926-AP5-178 received 17 October 2014; LLC926-AP5-179 Rev A received 19 February 2015; LLC926-AP5-180, LLC926-AP5-172 and LLC926-AP5-173 received 17 October 2014; LLC926-AP5-174 Rev A received 19 February 2015; LLC926-AP5-175 received 24 October 2014; LLC926-AP5-176 and LLC926-AP5-177 received 17 October 2014.

*Reason - For the avoidance of doubt and in the interests of proper planning of the development*

**3. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT:  
LANDSCAPING SCHEME FOR HOUSING PLOTS**

No development shall take place until there has been submitted to and approved, in writing, by the Local Planning Authority a scheme of hard, soft and boundary treatment landscaping works for the housing plots on the site, which shall include any proposed changes in ground levels and also accurately identify spread, girth and species of all existing trees, shrubs and hedgerows on the site and indicate any to be retained, together with measures

for their protection which shall comply with the recommendations set out in the British Standards Institute publication "BS 5837:2012 Trees in relation to design, demolition and construction. All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the approved landscaping details shall be carried out in full during the first planting and seeding season (October - March inclusive) following the commencement of the development or in such other phased arrangement as may be approved in writing by the Local Planning Authority. Any trees, hedges, shrubs or turf identified within the approved landscaping details (both proposed planting and existing) which die, are removed, seriously damaged or seriously diseased, within a period of 5 years of being planted or in the case of existing planting within a period of 5 years from the commencement of development, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority approves in writing to a variation of the previously approved details.

*Reason – In the interests of visual amenity and the character and appearance of the area. To ensure that the approved landscaping scheme has sufficient time to establish, in the interests of visual amenity and the character and appearance of the area.*

**4. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT:  
LANDSCAPING SCHEME FOR STRUCTURAL LANDSCAPING**

No development shall take place until there has been submitted to and approved, in writing, by the Local Planning Authority a scheme of hard, soft structural landscaping works for the parts of the site which are not within a residential curtilage, public open space or Hackneys Corner Land which shall include any proposed changes in ground levels and also accurately identify spread, girth and species of all existing trees, shrubs and hedgerows on the site and indicate any to be retained, together with measures for their protection which shall comply with the recommendations set out in the British Standards Institute publication "BS 5837:2012 Trees in relation to design, demolition and construction. All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the approved landscaping details shall be carried out in full during the first planting and seeding season (October - March inclusive) following the commencement of the development or in such other phased arrangement as may be approved in writing by the Local Planning Authority. Any trees, hedges, shrubs or turf identified within the approved landscaping details (both proposed planting and existing) which die, are removed, seriously damaged or seriously diseased, within a period of 5 years of being planted or in the case of existing planting within a period of 5 years from the commencement of development, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority approves in writing to a variation of the previously approved details.

*Reason – In the interests of visual amenity and the character and appearance of the area. To ensure that the approved landscaping scheme has sufficient time to establish, in the interests of visual amenity and the character and*

*appearance of the area.*

**5. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT:  
LANDSCAPE PROTECTION**

No works shall take place until the existing tree/s on the site, agreed with the Local Planning Authority for inclusion in the scheme of landscaping, have been protected by the erection of temporary protective fences of a height, size and in positions which shall previously have been approved, in writing, with the Local Planning Authority prior to the commencement of development. The protective fences shall be retained throughout the duration of building and engineering works in the vicinity of the tree/s to be protected. Any tree/s dying or becoming severely damaged as a result of any failure to comply with these requirements shall be replaced with a tree or trees of appropriate size and species during the first planting season, or in accordance with such other arrangement as may be approved in writing with the Local Planning Authority, following the death of, or severe damage to the tree/s.

*Reason – For the avoidance of damage to protected tree/s included within the landscaping scheme in the interests of visual amenity and the character and appearance of the area.*

**6. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT:  
LANDSCAPING SCHEME FOR HACKNEYS CORNER PIECE**

No development shall take place until there has been submitted to and approved, in writing, by the Local Planning Authority a scheme of hard and soft landscaping, boundary treatment and street furniture works for Hackneys Corner Piece, which shall include any proposed changes in ground levels and also accurately identify spread, girth and species of all existing trees, shrubs and hedgerows on the site and indicate any to be retained, together with measures for their protection which shall comply with the recommendations set out in the British Standards Institute publication "BS 5837:2012 Trees in relation to design, demolition and construction. All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the approved landscaping details shall be carried out in full during the first planting and seeding season (October - March inclusive) following the commencement of the development or in such other phased arrangement as may be approved in writing by the Local Planning Authority. Any trees, hedges, shrubs or turf identified within the approved landscaping details (both proposed planting and existing) which die, are removed, seriously damaged or seriously diseased, within a period of 5 years of being planted or in the case of existing planting within a period of 5 years from the commencement of development, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority approves in writing to a variation of the previously approved details.

*Reason – In the interests of visual amenity and the character and appearance of the area. To ensure that the approved landscaping scheme has sufficient time to establish, in the interests of visual amenity and the character and*

*appearance of the area.*

7. **ACTION REQUIRED PRIOR TO FIRST OCCUPATION: LANDSCAPE MANAGEMENT PLAN FOR STRUCTURAL LANDSCAPING**

A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than residential curtilages, public open space and Hackneys Corner Piece, shall be submitted to and approved, in writing, by the Local Planning Authority prior to the first occupation of the development. The landscape management plan shall be carried out entirely as approved in accordance with the details and timescales in the plan.

*Reason - To ensure the proper management and maintenance of the approved landscaping in the interests of amenity and the character and appearance of the area.*

8. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT: LAND CONTAMINATION**

No development shall take place until:

1. A strategy for investigating any contamination present on site (including ground gases, where appropriate) has been submitted for approval by the Local Planning Authority.
2. Following approval of the strategy, an investigation shall be carried out in accordance with the strategy.
3. A written report shall be submitted detailing the findings of the investigation referred to in (2) above, and an assessment of the risk posed to receptors by the contamination (including ground gases, where appropriate) for approval by the Local Planning Authority. Subject to the risk assessment, the report shall include a Remediation Scheme as required.
4. Any remediation work shall be carried out in accordance with the approved Remediation Scheme.
5. Following remediation, evidence shall be provided to the Local Planning Authority verifying that remediation has been carried out in accordance with the approved Remediation Scheme.

*Reason - To identify the extent and mitigate risk to the public, the wider environment and buildings arising from land contamination.*

9. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF LOCAL CENTRE: NOISE ASSESSMENT**

Prior to commencement of the retail units or the flats above the retail units a noise assessment shall be submitted to and approved in writing by the Local Planning Authority. The development shall be completed in full accordance with the requirements of the noise assessment.

*Reason - in the interests of the residential amenity of the occupiers of the proposed dwellings.*

**10. ACTION REQUIRED PRIOR TO INSTALLATION OF MECHANICAL VENTILATION AND AIR CONDITIONING**

No mechanical ventilation or air conditioning equipment shall be installed in or on the building containing the retail unit hereby permitted unless the full details of the equipment has been submitted to and approved in writing by the Local Planning Authority. Any equipment approved under this condition shall be installed and maintained in full accordance with the approved details.

*Reason - in the interests of the residential amenity of the occupiers of the proposed flats*

**11. ON GOING REQUIREMENT OF USE: RESTRICTION ON OPERATION TIMES**

The hereby permitted retail unit shall only operate between the hours of 07:00 until 23:00 Mondays to Saturdays and between the hours of 10:00 until 16:00 on Sundays and Public Holidays.

*Reason - To enable the Local Planning Authority to retain control over the development in the interests of residential amenity within close proximity.*

**12. ON GOING REQUIREMENT OF USE: RESTRICTION ON DELIVERY TIMES**

The hereby permitted retail unit shall only receive deliveries between the hours of 08:00 until 18:00 Mondays to Saturdays. There shall be no deliveries on Sundays and Bank Holidays.

*Reason - To enable the Local Planning Authority to retain control over the development in the interests of residential amenity within close proximity.*

**13. ON GOING REQUIREMENT OF DEVELOPMENT: RESTRICTION ON CONSTRUCTION OPERATION TIMES**

Construction of the hereby permitted development shall only take place between the hours of 07:30 until 17:30 Mondays to Fridays and between the hours of 08:00 until 13:00 on Saturday. There shall be no working on Sundays and Bank Holidays. There shall be no deliveries to the site arranged for outside of these hours.

*Reason - To enable the Local Planning Authority to retain control over the development in the interests of residential amenity within close proximity.*

**14. ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF**

**DEVELOPMENT: CONSTRUCTION MANAGEMENT TO BE AGREED**

Prior to the commencement of development details of the construction methodology shall be submitted to and approved in writing by the Local Planning Authority and shall incorporate the following information:-

- a) Details of the storage of construction materials on site, including details of their siting and maximum storage height.
  - b) Details of how construction and worker traffic and parking shall be managed.
  - c) Details of any protection measures for footpaths surrounding the site.
  - d) Details of any means of access to the site during construction.
  - e) Details of the scheduled timing/phasing of development for the overall construction period.
  - f) Details of any wheel washing to be undertaken, management and location it is intended to take place.
  - g) Details of the siting of any on site compounds and portals.
  - h) Details of the method of any demolition to take place, including the recycling and disposal of said materials resulting from demolition.
- There shall not be any parking up or laying over of vehicles on Bramford Road, Gipping Road or Chapel Lane.
- The construction shall at all times be undertaken in accordance with the agreed methodology unless otherwise approved in writing by the Local Planning Authority.

*Reason - To minimise detriment to nearby residential and general amenity.*

15. **ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF DEVELOPMENT: FIRE HYDRANTS**

Prior to the commencement of development a scheme for the installation of fire hydrants shall be submitted to and approved in writing by the Local Planning Authority. The fire hydrant/s shall be installed in full accordance with the approved scheme prior to the first occupation of the development hereby permitted.

*Reason - in the interests of the safe occupation of the development and avoiding undue pressure on the emergency services.*

16. **ACTION REQUIRED PRIOR TO OCCUPATION OF 4TH DWELLING: HIGHWAY WORKS**

No more than 3 dwellings shall be occupied until the highway works on Bramford Road shown on drawing numbers 2013/1725/004 Rev E and 2013/1725/001 Rev E received 19 December 2014 have been completed and made available for use unless an alternative emergency access to the site has been provided in accordance with a scheme that has been submitted to and approved in writing by the Local Planning Authority. In any event no more than 98 dwellings shall be occupied until the works to Bramford Road shown on Drawing numbers 2013/1725/004 Rev E and 2013/1725/001 Rev E received 19 December 2014 are completed and available for use.

*Reason - in the interests of the safe occupation of the site, highway safety and avoiding undue pressure on the emergency services.*

**17. ACTION REQUIRED PRIOR TO OCCUPATION OF 63RD DWELLING:  
HIGHWAY WORKS**

No more than 62 dwellings shall be occupied until the highway works shown on drawing numbers 2013/1725/003 Rev C and 2013/1725/005 Rev D received 17 October 2014 and 2013/1725/002 Rev E received 19 December 2014 have been completed and are available for use.

*Reason - in the interests of highway safety*

**18. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT -  
PRE COMMENCEMENT CONDITION: PROVISION OF ROADS AND  
FOOTPATHS.**

Before the development is commenced, details of the estate roads and footpaths, including layout, levels, gradients, surfacing and means of surface water drainage and a timetable for said works, shall be submitted to and approved in writing by the Local Planning Authority. The details agreed to satisfy this condition shall be implemented and completed in their entirety in accordance with the timetable agreed.

*Reason: To ensure that roads/footways are constructed to an acceptable standard.*

**19. SPECIFIC RESTRICTION ON DEVELOPMENT: PROVISION OF ROADS  
AND FOOTPATHS.**

No dwelling shall be occupied until the carriageways and footways serving that dwelling have been constructed to at least basecourse level or better in accordance with the approved details except with the written agreement of the Local Planning Authority to an alternative timetable.

*Reason - To ensure that satisfactory access is provided for the safety of residents and the public.*

**20. ACTION REQUIRED PRIOR TO USE/OCCUPATION - HIGHWAYS:  
PROVISION OF PARKING.**

The use of the retail until shall not commence and the dwellings above the retail until shall not be occupied until the areas within the site shown on Drawing No LLC926-AP5-100 Rev R received 19 February 2015 for the purposes of loading, unloading, manoeuvring and parking of vehicles has been provided and made functionally available. Thereafter that areas shall be retained and remain free of obstruction except for the purpose of manoeuvring and parking of vehicles.

*Reason - To ensure the provision of adequate on-site space for the parking and manoeuvring of vehicles where on-street parking and manoeuvring would otherwise be detrimental to highway safety.*

**21. ACTION REQUIRED PRIOR TO OCCUPATION - HIGHWAYS: PROVISION OF GARAGE/PARKING SPACES**

Notwithstanding the provisions of Article 3 and Schedule 2 to the Town and Country Planning (General Permitted Development) Order 1995 or any Order revoking and re-enacting that Order with or without modification the garage/car parking spaces for each dwelling hereby approved shall be made available for use prior to the occupation of the associated dwelling and shall thereafter be retained for these purposes. No development shall be carried out in such a position so as to preclude vehicular access to those garaging /car parking spaces and those garaging/car parking spaces shall not be used for any purpose other than the parking of vehicles associated with dwelling which the garage/car parking spaces is provided with/ allocated to on drawing number LLC926-AP5-100 Rev R.

*Reason - In the interests of highway safety and to ensure adequate vehicular parking and turning provision within the site is provided and maintained.*

**22. ACTION REQUIRED PRIOR TO COMMENCEMENT OF ANY DEVELOPMENT - PRE COMMENCEMENT CONDITION: AGREEMENT OF LEVELS**

Prior to the commencement of development details of existing and proposed levels of the site, finished floor levels and identification of all areas of cut or fill as measured from a fixed off site datum point shall be submitted to and approved, in writing, by the Local Planning Authority. The development shall be carried out in its entirety in accordance with the levels agreed.

*Reason - In order to secure a design in scale with development surrounding the site so as to protect the visual amenities, amenity of neighbouring properties and character of the area.*

**23. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE: AGREEMENT OF MATERIALS**

No development/works shall be commenced above slab level until precise details of the manufacturer and types and colours of the external facing and roofing materials to be used in construction have been submitted to and approved, in writing, by the Local Planning Authority. Such materials as may be agreed shall be those used in the development and fully applied prior to the first use/occupation unless otherwise approved, in writing, at a later date with the Local Planning Authority.

*Reason - To secure an orderly and well designed finish sympathetic to the character of the existing building(s) and in the interests of visual amenity and the character and appearance of the area.*



24. **ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF DEVELOPMENT: DRAINAGE DETAIL**

Prior to the commencement of development full details of a scheme including a timetable for implementation to prevent water from draining from the site onto Gipping Road and the level crossing shall be submitted to and approved in writing by the local planning authority. The scheme shall be implemented in full in accordance with the approved details.

*Reason - in the interests of highway safety and the safe operation of the railway.*

25. **ACTION REQUIRED PRIOR TO THE FIRST OCCUPATION OF DEVELOPMENT: DETAILS OF BOUNDARY TREATMENT**

Prior to the first occupation of the development precise details of the provision, siting, design and materials of all boundary treatment shall have been submitted to and approved in writing by the Local Planning Authority. The boundary treatment as may be approved shall be implemented in full prior to the buildings or are of space to which they relate being first occupied or used and thereafter be retained in the approved form.

*Reason - In the interests of visual amenity and the character and appearance of the area.*

26. **SPECIFIC RESTRICTION ON DEVELOPMENT: RESTRICTION ON CHANGES OF USE**

Notwithstanding the provisions of Article 3, Schedule 2 Part 3 of the Town and Country Planning (General Permitted Development) Order 1995, (or any Order revoking and re-enacting that Order with or without modification), the convenience store shall be used for purposes within Class A1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (or in any provision equivalent to that Class in any Statutory instrument and re-enacting that Order with or without modification) and for no other purpose

*Reason - To ensure provision of a community facility and to enable the Local Planning Authority to retain control over the development in the interests of the amenity.*

27. **ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT - HIGHWAYS: TRAVEL PLAN REQUIRED**

Prior to the commencement of development details of the travel arrangements to and from the site in the form of a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. Such arrangements, as may be approved, shall be implemented before the development is first used and thereafter adhered to unless otherwise approved in writing by the Local Planning Authority. Annually following the first approval and until the

completion of the Development a review of the Travel Plan shall be submitted to and approved in writing by the Local Planning Authority.

*Reason: In the interests of sustainable development and to accord to the principles of the NPPF.*

**28. ACTION REQUIRED PRIOR TO OCCUPATION OF 29TH DWELLING:  
HACKNEYS CORNER PIECE**

No more than 28 dwellings shall be occupied until the area of land identified as Hackneys Corner Piece on drawing number LLC926-AP5-101 Rev C received 25 March 2015 has been laid out in accordance with an approved scheme and made available for use. The area of Hackneys Corner Piece shall thereafter be retained as such unless otherwise approved in writing by the local planning authority or being required by the Local Highway Authority for the purposes of exercising their function as Local Highway Authority.

*Reason - to ensure that Hackneys Corner Piece is provided and retained in the interests of visual amenity, providing an appropriate setting to the village facilities and providing open space for the public benefit.*

**30. ACTION REQUIRED PRIOR TO FIRST OCCUPATION: LANDSCAPE  
MANAGEMENT PLAN FOR HACKNEYS CORNER PIECE**

A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for Hackneys Corner Piece shall be submitted to and approved, in writing, by the Local Planning Authority prior to the first occupation of the development. The landscape management plan shall be carried out in its entirety as approved in accordance with the details and timescales in the plan.

*Reason - To ensure the proper management and maintenance of the approved landscaping in the interests of amenity and the character and appearance of the area.*

**31. ACTION REQUIRED PRIOR TO COMMENCEMENT OF WORKS:  
PRE-COMMENCEMENT CONDITION: APPROVAL OF PHASING OF  
DEVELOPMENT**

Before any development is commenced, a scheme for the carrying out of the development in successive phases shall be submitted to the Local Planning Authority for approval. No development forming part of any phase other than the first, of any scheme subsequently approved in writing, shall be commenced until all the dwellings of the development in the preceding phase have been completed and are available for occupation.

*Reason - To enable the Local Planning Authority to secure an orderly and well designed development provided in appropriate phases to ensure minimal detriment to residential amenity, the environment and highway safety.*

**32. ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF DEVELOPMENT: SURFACE WATER MANAGEMENT**

Prior to the commencement of development a surface water management scheme for the construction phase and the completed development shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in full accordance with the approved details.

*Reason - to avoid surface water flooding on the site and neighbouring land.*

**SUMMARY OF POLICIES AND PROPOSALS WHICH ARE RELEVANT TO THE DECISION:**

This decision to grant permission/consent has been taken having regard to the Development Plan policies and proposals listed below and to all relevant material considerations:

GP1 - DESIGN AND LAYOUT OF DEVELOPMENT  
H17 - KEEPING RESIDENTIAL DEVELOPMENT AWAY FROM POLLUTION  
CL8 - PROTECTING WILDLIFE HABITATS  
RT12 - FOOTPATHS AND BRIDLEWAYS  
CL9 - RECOGNISED WILDLIFE AREAS  
SB2 - DEVELOPMENT APPROPRIATE TO ITS SETTING  
H8 - REPLACEMENT DWELLINGS IN THE COUNTRYSIDE  
H13 - DESIGN AND LAYOUT OF HOUSING DEVELOPMENT  
H14 - A RANGE OF HOUSE TYPES TO MEET DIFFERENT ACCOMMODATION NEEDS  
H15 - DEVELOPMENT TO REFLECT LOCAL CHARACTERISTICS  
H16 - PROTECTING EXISTING RESIDENTIAL AMENITY  
E6 - RETENTION OF INDIVIDUAL INDUSTRIAL AND COMMERCIAL SITES  
S5 - LIVING ACCOMMODATION ABOVE SHOPS AND OTHER COMMERCIAL PREMIS  
S7 - PROVISION OF LOCAL SHOPS  
S8 - SHOP FRONT DESIGN  
S10 - CONVENIENCE GOODS STORES  
T4 - PLANNING OBLIGATIONS AND HIGHWAYS INFRASTRUCTURE  
T9 - PARKING STANDARDS  
T10 - HIGHWAY CONSIDERATIONS IN DEVELOPMENT  
T11 - FACILITIES FOR PEDESTRIANS AND CYCLISTS  
RT1 - SPORTS AND RECREATION FACILITIES FOR LOCAL COMMUNITIES  
RT5 - RECREATIONAL FACILITIES AS PART OF OTHER DEVELOPMENT  
RT14 - ART IN PUBLIC PLACES  
SC6 - RECYCLING CENTRES  
NPPF - NATIONAL PLANNING POLICY FRAMEWORK  
COR1 - CS1 SETTLEMENT HIERARCHY  
COR2 - CS2 DEVELOPMENT IN THE COUNTRYSIDE & COUNTRYSIDE VILLAGES  
COR3 - CS3 REDUCE CONTRIBUTIONS TO CLIMATE CHANGE  
COR4 - CS4 ADAPTING TO CLIMATE CHANGE  
COR5 - CS5 MID SUFFOLKS ENVIRONMENT  
COR6 - CS6 SERVICES AND INFRASTRUCTURE  
COR7 - CS7 BROWN FIELD TARGET  
COR9 - CS9 DENSITY AND MIX  
CSFR-FC1 - PRESUMPTION IN FAVOUR OF SUSTAINABLE DEVELOPMENT  
CSFR-FC1.1 - MID SUFFOLK APPROACH TO DELIVERING SUSTAINABLE DEVELOPMENT  
CSFR-FC2 - PROVISION AND DISTRIBUTION OF HOUSING  
CSFR-FC3 - SUPPLY OF EMPLOYMENT LAND

**NOTES:**

There is a suspicion that the site may be contaminated or affected by ground gases. You should be aware that the responsibility for the safe development and secure occupancy of the site rests with the developer.

Unless agreed with the Local Planning Authority, you must not carry out any development work (including demolition or site preparation) until the requirements of the condition have been met, or without the prior approval of the Local Planning Authority.

The developer shall ensure that any reports relating to site investigations and subsequent remediation strategies shall be forwarded for comment to the following bodies:

- Local Planning Authority
- Environmental Services
- Building Inspector
- Environment Agency

Any site investigations and remediation strategies in respect of site contamination (including ground gases, where appropriate) shall be carried out in accordance with current approved standards and codes of practice.

The applicant/developer is advised, in connection with the above condition(s) requiring the submission of a strategy to establish the presence of land contaminants and any necessary investigation and remediation measures, to contact the Council's Environmental Protection Team.

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 Central Area Manager should be contacted at Phoenix House, 3 Goddard Road, Ipswich IP1 5NP. Telephone 01473 341414.

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.

The Local Planning Authority recommends that developers of housing estates should enter into formal agreement with the Highway Authority under Section 38 of the Highways Act 1980 relating to the construction and subsequent adoption of Estate roads.

This permission/consent relates only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment or under the Building Regulations. Any other consent or approval which is necessary must be obtained from the appropriate authority.

**Dated:**

**Agreed for Issue**

**MID SUFFOLK DISTRICT COUNCIL, 131 HIGH STREET, NEEDHAM MARKET,  
IPSWICH IP6 8DL**

**DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT**

**Human Rights Act 1998 Declaration**

I have considered Human Rights Act 1998 issues raised in relation to this proposal including matters under Article 8 and the First Protocol. I consider that a proper decision in this case may interfere with human rights under Article 8 and/or the First Protocol. I have taken account of exceptions to Article 8 regarding National Security, Public Safety, Economic well being of the country, preventing Crime and Disorder, protection of Health or Morals, protecting the Rights and Freedoms of others. I confirm that the decision taken is necessary, not discriminatory and proportionate in all the circumstances of the case.

**CONCURRENCE WITH DECLARATION AND AUTHORITY TO ISSUE DECISION  
REF 3310 / 14**

**OFFICER :**

**DATE:**

## **THIRD SCHEDULE**

### **The Owner's Covenants with the Council**

#### **Part 1**

#### **Public Open Space**

The Owner covenants with the Council as follows:

1. Prior to the occupation of any Dwelling to submit to the Council the Public Open Space Plan and the Maintenance Schedule for approval and for the avoidance of doubt no more than two (2) Dwellings shall be occupied until such time as the Public Open Space Plan and the Maintenance Schedule have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
2. To lay out and provide the Public Open Space in accordance with the approved Public Open Space Plan (approved pursuant to paragraph 1 of this Third Schedule) the phasing arrangements approved by the Council in the Maintenance Schedule) together with any conditions attached to the Planning Permission and in accordance with all current health and safety requirements and to make the same available for use by the public as recreation space in perpetuity in accordance with the Public Open Space Plan the Planning Permission and this Agreement;
3. To remedy any defects in the Public Open Space once laid out and replace any planting that is diseased or dying or items that are broken or damaged from the date that the same is provided until they are transferred pursuant to the provisions of this Third Schedule and to manage and maintain the Public Open Space in accordance with the approved Maintenance Schedule

4. If the Public Open Space is transferred to a Management Company to ensure that the Public Open Space is maintained in accordance with all health and safety requirements in force from time to time and is made available for use by the general public as recreation space prior to and following any transfer to the a Management Company (as the case may be)
5. In the case of transfer to a Management Company the Public Open Space shall be transferred in accordance with the phasing arrangements set out in the as approved Maintenance Schedule and upon the following terms:
  - 5.1 upon payment of consideration of £1 (one pound) and subject to the following:
    - 5.1.1 such transfer to the Management Company shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Site and each and every part thereof to the effect that the Public Open Space (which for the purposes of this sub clause only) shall not be used for purposes other than public recreation in perpetuity; and
    - 5.1.2 such transfer shall be free from encumbrances (other than those disclosed at the date of this Agreement) together with all necessary rights of access and easements for the proper use and enjoyment by the public over the Public Open Space;
    - 5.1.3 the principal objects of the Management Company is to maintain the Public Open Space in accordance with all health and safety requirements in force from time to time the Public Open Space Plan and the Maintenance Schedule first approved by the Council; and

5.1.4 to make available the Public Open Space for use by the general public as recreation space in accordance with the Planning Permission and the terms of this Agreement

5.1.5 to provide evidence to the Council of the incorporation of the Management Company and details of its Articles of Association

### **Children's Play Equipment Scheme**

6. The Owner covenants with the Council as follows :-

6.1 to submit to the Council for approval (such approval not to be unreasonably withheld or delayed) the Children's Play Equipment Scheme prior to the Occupation of any Dwelling; and

6.2 to provide and layout the Children's Play Equipment in accordance with the approved Children's Play Equipment Scheme; and

6.3 to manage and maintain the Children's Play Equipment in accordance with the Maintenance Schedule.

## **Part 2**

### **Transfer of Sports Ground**

The Owner covenants with the Council (using its reasonable endeavours) as follows:

7. Prior to Commencement of Development to facilitate the following;

7.1 the freehold transfer of the Sports Ground to the Council; and

7.2 contemporaneously with completing the transfer the grant of a licence to use and occupy the Triangle Land upon such reasonable terms as the Council (acting reasonably in all manner) shall be able to conclude with the owner of the Triangle Land



### **Part 3**

#### **Retail Unit**

8. The Owner covenants with the Council as follows;
- 8.1.2 prior to the Occupation of the 29th Dwelling to construct the Retail Unit in accordance with the details set out in the Planning Permission; and
- 8.1.3 prior to Occupation of the 29th Dwelling to provide the Council for its written approval not to be unreasonably withheld or delayed a marketing and letting strategy (and without prejudice to the generality hereof shall include provisions addressing the scope of marketing of the Retail Unit; the duration of marketing; sale price and tenure of the Retail Unit and the proposed terms and conditions of letting)
- 8.1.4 to market the Retail Unit following completion in accordance with the approved marketing and letting strategy provided and agreed pursuant to paragraph 8.1.3 hereof

### **Part 4**

#### **Planning Contributions**

##### **Community Facility Works Contribution**

The Owner covenants with the Council as follows:

9. Within ten (10) Working Days of the Commencement of Development to pay the Council the Community Facility Works Contribution

##### **Sports Facility Contribution**

The Owner covenants with the Council as follows:

10. To pay within twenty eight (28) Working Days a first instalment of the Sports Facility Contribution in the sum of £125,000 (one hundred and

twenty five thousand pounds) to the Council upon the sooner of the following:-

10.1 receipt of a formal notice in writing from the Council following the transfer of the Sports Ground to the Council pursuant to the Third Schedule Part 2; or

10.2 within 3 (three) months of the transfer of the Sports Ground to the Council pursuant to of the Third Schedule Part 2;

11. To pay a second instalment of the Sports Facility Contribution in the sum of £156,000 (one hundred and fifty six thousand pounds) to the Council upon the sooner of:-

11.1 the Occupation of the 42nd Dwelling; or

11.2 the 2016 Q4 Long Stop Date

**PROVIDED THAT** if at the 2016 Q4 Long Stop Date the 42<sup>nd</sup> Dwelling has not been Occupied then the Owners shall pay to the Council a pro rata contribution towards the Sports Facility Contribution as a percentage of the number of Dwellings Occupied as at the 2016 Q4 Long Stop Date; and

11.3 IF the Proviso in paragraph 11.1 of this Third Schedule applies then not to allow Occupation of the 43rd Dwelling until the second instalment of the Sports Facility Contribution in the sum of one hundred and fifty six thousand pounds and referred to in paragraph 11 of this Third Schedule has been paid in full to the Council

12. To pay a third instalment of the Sports Facility Contribution in the sum of £156,000 (one hundred and fifty six thousand pounds) to the Council upon the sooner of:-

12.1 the Occupation of the 182nd Dwelling; or

12.2 the 2019 Q2 Long Stop Date

**PROVIDED THAT** if at the 2019 Q2 Long Stop Date the 182<sup>nd</sup> Dwelling has not been Occupied then the Owner shall pay to the Council a pro rata contribution towards the Sports Facility Contribution as a percentage of the number of Dwellings Occupied as at the 2019 Q2 Long Stop Date; and

12.3 IF the Proviso in paragraph 12.1 of this Third Schedule applies then not to allow Occupation of the 183rd Dwelling until the third instalment of the Sports Facility Contribution in the sum of one hundred and fifty six thousand pounds and referred to in paragraph 12 of this Third Schedule has been paid in full to the Council

13. To pay the fourth and final instalment of the Sports Facility Contribution in the sum of £100,000 (one hundred thousand pounds) to the Council upon the sooner of:-

13.1 the Occupation of the 252<sup>nd</sup> Dwelling; or

13.2 the 2020 Q3 Long Stop Date

**PROVIDED THAT** if at the 2020 Q3 Long Stop Date the 252<sup>nd</sup> Dwelling has not been Occupied then the Owners shall pay to the Council a pro rata contribution towards the Sports Facility Contribution as a percentage of the number of Dwellings Occupied as at the 2020 Q3 Long Stop Date; and

13.3 IF the Proviso in paragraph 13.1 of this Third Schedule applies then not to allow Occupation of the 253rd Dwelling until the fourth and final instalment of the Sports Facility Contribution in the sum of one hundred thousand pounds and referred to in paragraph 13 of this Third Schedule has been paid in full to the Council

## **Healthcare Contribution**

15. The Owner covenants with the Council to pay the Healthcare Contribution upon the sooner of:-

15.1 the Occupation of the 182<sup>nd</sup> Dwelling; or

15.2 the 2019 Q2 Long Stop Date.

**PROVIDED THAT** if at the 2019 Q2 Long Stop Date the 182<sup>nd</sup> Dwelling has not been Occupied then the Owner shall pay to the Council the Healthcare Contribution pro rata as a percentage of the number of Dwellings Occupied as at the 2019 Q2 Long Stop Date; and

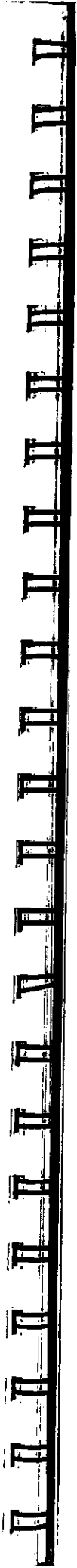
15.3 IF the Proviso in paragraph 15.1 of this Third Schedule applies then not to allow Occupation of the 183<sup>rd</sup> Dwelling until the Healthcare Contribution in the sum of sixty three thousand pounds the subject matter of paragraph 15 of this Third Schedule has been paid in full to the Council

**Part 5**

**Phasing and Monitoring**

**16. Phasing Obligation**

- 16.1 Prior to Commencement the Owner shall provide for the Council's written approval (not to be unreasonably withheld or delayed) a detailed phasing and timetable for the delivery of the Development and the planning obligations created by this Agreement ("the Phasing and Delivery Scheme"); and
- 16.2 Shall complete the delivery of the Development strictly in accordance with the approved Phasing and Delivery Scheme or as otherwise agreed in writing with the Council



## FOURTH SCHEDULE

### The Owner's Covenants with the County Council

#### Early Years/Education Contribution

The Owner covenant with the County Council as follows:

1. To pay first instalment of the Early Years/Education Contribution in the sum of £150,000 (one hundred and fifty thousand pounds) to the County Council upon the sooner of:-
  - 1.1 the Occupation of the 42<sup>nd</sup> Dwelling; or
  - 1.2 the 2016 Q4 Long Stop Date;
  - 1.3 **PROVIDED THAT** if at the 2016 Q4 Long Stop Date the 42<sup>nd</sup> Dwelling has not been Occupied then the Owner shall pay to the County Council a pro rata contribution towards the Early Years/Education Contribution as a percentage of the number of Dwellings Occupied as at the 2016 Q4 Long Stop Date;
  - 1.4 IF CLAUSE 1.1 of this Fourth Schedule applies then not to allow Occupation of the 43<sup>rd</sup> Dwelling until the first instalment of the Early Years/Education Contribution, in the sum of £150,000 (one hundred and fifty thousand pounds) (as referenced in Clause 1 of this Fourth Schedule) has been paid to the County Council in full.
2. To pay a second instalment of the Early Years/Education Contribution in the sum of £275,000 (two hundred and seventy five thousand pounds) to the County Council upon the sooner of:-
  - 2.1 the Occupation of the 112<sup>th</sup> Dwelling; or
  - 2.2 the 2018 Q1 Long Stop Date;

- 2.3 **PROVIDED THAT** if at the 2018 Q1 Long Stop Date the 112<sup>th</sup> Dwelling has not been Occupied then the Owner shall pay to the County Council a pro rata contribution towards the Early Years/Education Contribution as a percentage of the number of Dwellings Occupied as at the 2018 Q1 Long Stop Date;
- 2.4 IF CLAUSE 2.1 of this Fourth Schedule applies then not to allow Occupation of the 113th Dwelling until the second instalment of the Early Years/Education Contribution in the sum of £275,000 (two hundred and seventy five thousand pounds) (as referenced in Clause 2 of this Fourth Schedule) has been paid to the County Council in full
3. To pay a third instalment of the Early Years/Education Contribution in the sum of £500,000 (five hundred thousand pounds) to the County Council upon the sooner of:-
- 3.1 the Occupation of the 182<sup>nd</sup> Dwelling; or
- 3.2 the 2019 Q2 Long Stop Date
- 3.3 **PROVIDED THAT** if at the 2019 Q2 Long Stop Date the 182<sup>nd</sup> Dwelling has not been Occupied then the Owner shall pay to the County Council a pro rata contribution towards the Early Years/Education Contribution as a percentage of the number of Dwellings Occupied as at the 2019 Q2 Long Stop Date;
- 3.4 IF CLAUSE 3.1 of this Fourth Schedule applies then not to allow Occupation of the 183rd Dwelling until the third instalment of the Early Years/Education Contribution, in the sum of £500,000 (five hundred thousand pounds) (as referenced in Clause 3 of this Fourth Schedule) has been paid to the County Council in full
4. To pay the final instalment of the Early Years/Education Contribution in the sum of £457,558 (four hundred and fifty seven thousand and

five hundred and fifty eight pounds) to the County Council upon the sooner of:-

- 4.1 the Occupation of the 252<sup>nd</sup> Dwelling; or
- 4.2 the 2020 Q3 Long Stop Date.
- 4.3 **PROVIDED THAT** if at the 2020 Q3 Long Stop Date the 252<sup>nd</sup> Dwelling has not been Occupied then the Owner shall pay to the County Council a pro rata contribution towards the Early Years/Education Contribution as a percentage of the number of Dwellings Occupied as at the 2020 Q3 Long Stop Date;
- 4.4 IF CLAUSE 4.1 of this Fourth Schedule applies then not to allow Occupation of the 253<sup>rd</sup> Dwelling until the final instalment of the Early Years/Education Contribution in the sum of £457,558 (four hundred and fifty seven thousand and five hundred and fifty eight pounds) (as referenced in Clause 4 of this Fourth Schedule) has been paid to the County Council in full.



## **FIFTH SCHEDULE**

### **Council's Covenants**

#### **Sports Ground**

- 1 Subject to the Third Schedule Part 2 paragraph 7 the Council shall take transfer of the Sports Ground and a licence of the Triangle Land on the terms that may reasonably be agreed between the Council and the owner of the Triangle Land.
2. **Sports Facility Contribution and the Community Facility Works**
  - 2.1 The Council shall spend the Sports Facility Contribution at its sole discretion towards any one or more of the following projects:
    - 2.1.1 the improvement maintenance and upkeep of the Sports Ground; and  
or
    - 2.1.2 the provision of new sports pitches and associated sports facilities at the former Picnic Site Lower Crescent Barham shown edged red on Plan 4; and or
    - 2.1.3 improvements to the existing (as at the date hereof) the built facilities at the Claydon High School specifically with the objective of creating a dual use facility for public use; and or
  - 2.2 The Council shall spend the Community Facility Contribution at its sole discretion towards any one or more of the following projects namely on refurbishment and works of improvement to the Parish Rooms and/or to the Great Blakenham Village Hall and its adjoining recreation ground shown edged red on Plan 5

### **Repayment of contributions**

- 3 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid
- 4 The Council covenants with the Owners that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within seven (7) years of the date of receipt by the Council of such payment together with interest from the date of payment to the date of refund.
- 5 The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Agreement.

### **Discharge of obligations**

- 6 Upon:
    - 6.1 full payment of
      - 6.1.1 the Planning Contributions and
      - 6.1.2 the provision of the Public Open Space in accordance with the terms of this Agreement; and
      - 6.1.3 the provision and Occupation of the Retail Unit and
- the Council agrees to discharge the Planning Contributions pursuant to this Agreement and also those comparable (but for the avoidance of doubt not necessarily identical) provisions contained in the 2010 S106

Agreement and shall place a note on the Local Land Charges Register of the discharge.

- 6.2 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed and to place a note on the Local Land Charges Register

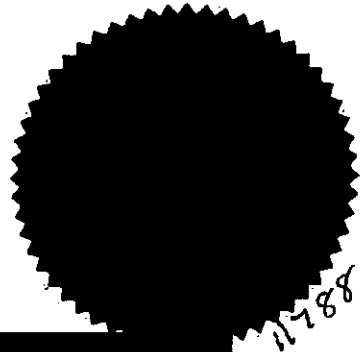
## **SIXTH SCHEDULE**

### **County Council's Covenants**

#### **Repayment of contributions**

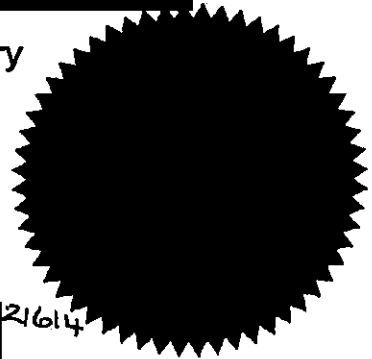
- 1 The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree.
- 2 After the Occupation of the final Dwelling, within a further period of six (6) years, the Owner may request in writing information regarding the expenditure of the Early Years/Education Contribution
- 3 After the expiry of five (5) years following Occupation of the final Dwelling, within a further period of one (1) year, the Owner may request in writing a refund of the whole or any part of the Early Years/ Education Contribution which have not been committed or expended in accordance with the provisions of this Agreement, together with any interest having accrued at the seven day London Inter Bank Bid Rate (LBID) on such sum so repaid.

THE COMMON SEAL of )  
MID SUFFOLK DISTRICT )  
COUNCIL was affixed in )  
the presence of: .....



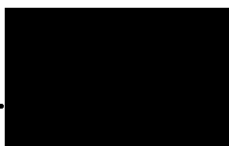
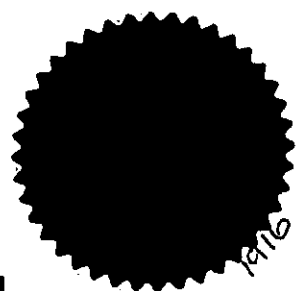
Authorised Signatory

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



Authorised Signatory

EXECUTED AS A DEED )  
by ORBIT HOMES (2020) )  
LIMITED )  
in the presence of: )

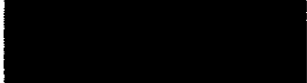


Director

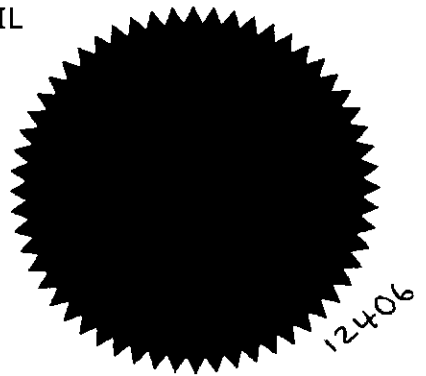


Director/Secretary

THE COMMON SEAL of MID SUFFOLK DISTRICT COUNCIL  
was hereunto affixed in the presence of:-



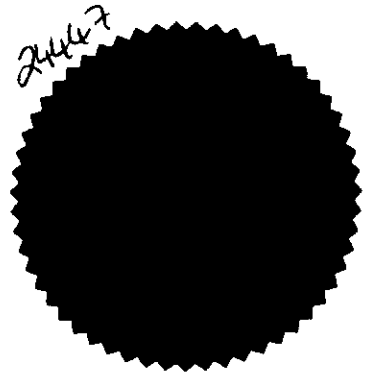
Authorised Signatory



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



Authorised Signatory



**EXECUTED as a DEED**  
by affixing **THE COMMON SEAL** of  
**ORBIT HOMES (2022) LIMITED**  
affixed in the

.....  
**Director**

.....  
**Secretary / Director**

