

Planning Obligation by Deed under Section 106 of the Town and Country Planning Act 1990 relating to the development of land south of Pretyman Avenue, Bacton

Dated: 11th June . 2020

**MID SUFFOLK DISTRICT COUNCIL (1)
SUFFOLK COUNTY COUNCIL (2)
ANDREW RICHARD GOODERHAM (3)**

**SHARED LEGAL SERVICES
MID-SUFFOLK DISTRICT COUNCIL
ENDEAVOUR HOUSE
8 RUSSELL ROAD,
IPSWICH IP1 2BX**

DATE 11th June.

2020

PARTIES

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russel Road, Ipswich Suffolk IP1 2BX (hereinafter called "the District Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich Suffolk IP1 2BX ("hereinafter called "the County Council")
- (3) **ANDREW RICHARD GOODERHAM** of 1 Southgate Green, Bury St Edmunds, Suffolk, IP33 2BL ("the Owner")

INTRODUCTION

- 1 The District Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the covenants and obligations contained in this Deed are enforceable
- 2 The County Council is the local highway authority (except for trunk roads) and the local education authority, and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the County Council Obligations contained in this Deed are enforceable
- 3 The Owner is the freehold owner of the Site which is part of the land registered with the Land Registry under title number SK272638 as more fully described in the First Schedule
- 4 The Application has been submitted on behalf of the Owner to the District Council for the Development and the District Council has resolved to grant planning permission for the Development pursuant

to the Application subject to the prior completion of this Deed to secure the planning obligations contained in this Deed

- 5 The District Council enters into this Deed to the intent that the requirements of the District Council's policies are met and that any objections by the District Council to the grant of planning permission on the basis of those policies are overcome
- 6 The District Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- 7 The District Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market as defined in Annex 2 of the National Planning Policy Framework 2019

"Affordable Housing Land"	part(s) of the Site upon which the Affordable Housing Units for that Site shall be provided pursuant to the Planning Permission
"Affordable Housing Nomination Agreement"	an agreement substantially in the form set out in Seventh Schedule (subject to such amendments as may be reasonably required by the Registered Provider with a view to ensuring that the objectives of that agreement are met) dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and "Nominations Agreement" shall have the same meaning
"Affordable Housing Scheme"	a written scheme approved by the District Council identifying the location, number of bedrooms and tenure of each Affordable Housing Unit (unless otherwise agreed in writing with the District Council)
"Affordable Housing Units"	35% of the Dwellings to be provided on the Site as Affordable Housing of which 73% shall be Rental Dwellings and the remaining 27% of which shall be Shared Ownership Units or Shared Equity Dwellings (unless otherwise agreed in writing with the District Council) to be constructed in accordance with the Affordable Housing Scheme
"Affordable Rent"	housing made available by a Registered Provider as low-cost rental

accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent market rent including any service charges applicable (unless otherwise agreed in writing with the District Council)

"Application"

the application for outline planning permission to develop the Site in accordance with the application plans and other materials deposited with the District Council dated 17 December 2018 and as varied on 28 June 2019 and bearing the District Council's reference number DC/18/05514

"DCIS Index"

the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the District Council County Council and the Owner

"BCIS Indexed"

an increase by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 10 of his Deed

"Chargee"

any mortgagee or chargee of the Registered Provider or the successors in

title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

"Chargee's Duty"

the tasks and duties set out in paragraph 2.9 of Part 2 of the Third Schedule

"Choice Based Lettings Scheme"

an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Letting Scheme (or such other scheme as may be agreed) relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the District Council is a party

"CIL"

the Community Infrastructure Levy or any replacement thereof

"Commencement of Development"

the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out by or on behalf of the Owner on the Site other than (for the purposes of this Deed 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

	siting for a new community building including an independent access and a children's play area (all matters reserved except for access) pursuant to the Planning Permission
"Dwelling"	a dwelling (including a house flat or bungalow and including both Market Housing Units and Affordable Housing Units) to be constructed pursuant to the Planning Permission and "Dwelling" and "Dwellings" shall be construed accordingly
"HE"	Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of Section 81 Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers
"Late Payment Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
"Management Company"	a company set up or engaged for the purposes of managing and maintaining the Open Space in perpetuity
"Market Housing Units"	those Dwellings which are not Affordable Housing Units
"Notice of Actual Commencement"	notice in writing to advise of the actual Commencement Date

"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 and "Occupy" shall be construed accordingly
"Open Market Value"	the value of any Market Housing Unit valued on the basis that it is a general market housing unit for sale on the open market free from any of the obligations, provisions and restrictions of his Deed in a transaction between a willing buyer and a willing seller each acting knowledgeably, prudently and without compulsion
"Open Space"	an area or areas of open space to be provided within the Site in accordance with the Planning Permission (unless otherwise agreed in writing with the District Council)
"Open Space Maintenance Contribution"	an agreed sum payable towards the maintenance of the Open Space
"Open Space Scheme"	the specification for delivery of the Open Space including the specifications plans and drawings showing but not limited to the layout and design of the Open Space, the phasing and timing of the delivery of the Open Space including when the Open Space shall be open and available for use by members of the public, details of any

proposed play areas and equipment landscaping, paths and access arrangements, street furniture and fencing together with details of the proposed future management regime for the Open Space and for the avoidance of doubt the Open Space Scheme will include an obligation on the Owner to set out the Open Space to the reasonable satisfaction of the District Council and to remedy any defects in the setting out of the Open Space as requested by the District Council and for the Owner to be responsible for the maintenance of the Open Space to the reasonable satisfaction of the District Council until such time as the Open Space has been transferred to either a Management Company or a Public Body. The Open Space Scheme will include an obligation on the Owner to procure that there is full and unfettered public access to the Open Space.

"Open Space Transfer"

a transfer of the Open Space to be approved in writing by the District Council (acting reasonably) and which shall include the following provisions:

- i) The Owner shall transfer the fee simple estate free from encumbrances save as those set out in the title;
- ii) All easements and rights necessary

to access for the benefit of the Open Space

- iii) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development and the use and enjoyment of the Development and the Owner's retained land;
- iv) A reservation of all rights of access, maintenance and passage of services and rights of entry reasonably necessary for the purpose of the Development and to enable the Owner to comply with its obligations set out in this Deed;
- v) Such other covenants and reservations as the Owner may reasonably require including but not limited to the preservation of the appearance of the Development once it is completed;
- vi) The following restrictive covenants for the Public Body or Management Company (as appropriate):
 - a. Not to use or permit the Open Space to be used for any purpose other than for the provision of recreational facilities or amenity land for

use by the general public as open space (save that this provision shall not apply to any part of the Open Space that includes any sustainable urban drainage system);

- b. Not to use or permit the Open Space to be used in a manner which may be or may become a nuisance (whether or not amounting to a legal nuisance) annoyance, disturbance or cause damage to the rest of the Development

in the event that a Public Body are to maintain and manage the Open Space pursuant to the approved Open Space Scheme the Open Space Maintenance Contribution shall be paid to the Public Body on completion of the transfer of the Open Space AND FOR THE AVOIDANCE OF DOUBT there shall be no obligation to pay the Open Space Maintenance Contribution if the Management Company are to be responsible for the maintenance and management of the Open Space

"Phase"

a phase of the Development as shown indicatively on the Phasing Plan and "relevant Phase" shall be construed accordingly

"Phasing Plan"	a plan showing the location of the phases of the Development for identification purposes only as approved pursuant to condition 4 of the Planning Permission (or such replacement or amended plan which may be agreed with the District Council in writing)
"Planning Obligations"	the obligations set out in the Third and the Fourth Schedules
"Planning Permission"	the outline planning permission subject to conditions as may be granted by the District Council pursuant to the Application such planning permission to be substantially in the form of the draft as set out in the Second Schedule
"Primary Education Contribution"	means the sum of up to four hundred and eleven thousand eight hundred and thirty one pounds (£411,831) (based on the Development including 85 Dwellings) to be calculated as four thousand eight hundred and forty five pounds and seven pence (£4,845.07) per Dwelling payable BCIS Indexed to the County Council to be used towards delivering a new Primary School serving the Development
"Primary School"	a new school with pre-school provision providing state education for primary aged children including for the avoidance of doubt a local authority-controlled school, academy and free school

"Protected Tenant"	Any tenant who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit or who staircases to 100% in the case of a Shared Ownership Unit
"Public Body"	The District Council or a local community group or the Parish Council for the area in which the Site is located
"Registered Provider"	means a Registered Provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by HE under Chapter 3 of that Act (unless otherwise agreed in writing)
"Rental Dwellings"	means an Affordable Housing Unit which is to be let at an Affordable Rent and is let on the Registered Provider's standard form of letting in accordance with the terms of this Deed by a Registered Provider
"RPI"	means the Retail Prices Index published by the Office for National Statistics or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the County Council and the Owner

"RPI Indexed"	an increase by an amount equivalent to the increase in the RPI from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 10 of this Deed
Secondary School Transport Contribution'	means the sum of up to £76,800 RPI Indexed (based on the Development including 85 Dwellings) to be calculated as £903.52 per Dwelling RPI Indexed for the purpose of providing free school transport to pupils (between the ages of 11 and 16 inclusive) that live on the Site to and from the nearest appropriate secondary school that has capacity to admit pupils living on the Site
"Shared Equity Dwelling"	Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% (unless otherwise agreed in writing) after five years of acquisition of the initial share
"Shared Ownership Lease"	a lease in a form approved by HE or where there is no such form in a form approved by the District Council such lease to provide for the following: <ul style="list-style-type: none"> i) not more than 75% and not less than 25% of the equity (or such other percentages the District

Council may agree) shall be initially sold to the purchaser by the Registered Provider;

- ii) a right for the purchaser to increase their ownership up to 100% if they so wish;
- iii) an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding the Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the District Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of HE

"Shared Ownership Unit"

Affordable Housing Units to be let on a Shared Ownership Lease to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time in force in accordance with the terms as set out in the HE's capital funding guide unless otherwise agreed in writing with the District Council

"Site"

the land against which this Deed may be enforced and as shown edged red for

identification purposes only on the Site Plan excluding the land registered at the Land Registry under title number SK342109 as shown on the Site Plan

"Site Plan"	the plan marked with drawing number "003 rev M" attached to this Deed
"Skylark Mitigation Scheme"	<p>the delivery of mitigation for the potential impact of the Development on the local Skylark habitat to include (unless otherwise agreed in writing with the District Council):</p> <ul style="list-style-type: none">a) four Skylark plots to be provided as areas of undrilled arable farmland; andb) each Skylark plot to be at least 3 metres wide and have an area of between 16 metres squared and 24 metres squared
"Working Days"	Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph or recital in this Deed

- 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 as interchangeable in that manner
- 2.4 Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 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 Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the District Council and or the County Council their successors to their respective statutory functions
- 2.7 Where this Deed requires a plan or strategy or other document to be submitted to the District Council or the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document
- 2.8 References to a "Plan" or "Drawing" in this Deed shall be references to the plans attached to this Deed bearing the relevant plan number or any amended plans or replacement plans as shall be agreed between the Owner the District Council and the County Council



SCHEDULE OF UNITS

Affordable units			
Type 1 - 1 bed 1 person flat	(540sq ft) (16m ²)	4	
Type 2 - 2 bed 4 person house	(850sq ft) (79m ²)	15	
Type 3 - 3 bed 5 person house	(1081sq ft) (99m ²)	2	
Type 5 - 2 bed 4 person house	(859sq ft) (79m ²)	2	
Type 6 - 2 bed 4 person bungalow	(759sq ft) (70m ²)	4	
Type 7 - 2 bed 4 person bungalow	(759sq ft) (70m ²)	1	
Type 8 - 3 bed 5 person house	(975sq ft) (90m ²)	2	
total		30	

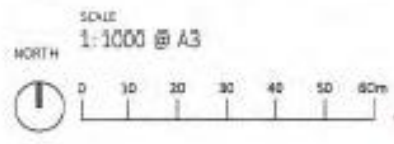
Private units			
Type 4 - 3 bed 7 person house	(1863sq ft)	4	
Type 6 - 2 bed 4 person bungalow	(759sq ft)	12	
Type 8 - 3 bed 5 person house	(799sq ft)	5	
Type 9 - 3 bed 5 person house	(899sq ft)	8	
Type 10 - 3 bed 5 person house	(1068sq ft)	2	
Type 11 - 3 bed 5 person house	(1064sq ft)	11	
Type 12 - 4 bed 7 person house	(1283sq ft)	3	
Type 13 - 4 bed 7 person house	(1377sq ft)	1	
Type 14 - 4 bed 8 person house	(1754sq ft)	4	
Type 15 - 4 bed 7 person house	(1238sq ft)	4	
total		55	

SITE AREAS SCHEDULE

SITE AREA:	4.77
PUBLIC OPEN SPACE:	1.31
COMMUNITY FACILITY:	0.19

Landscaping (indicative only)

- Open Space
- Private Garden
- Approx location of new trees or shrub trees
- Existing trees to remain (subject to ASA)



- DRAWING KEY**
- Affordable Housing
 - Gurgles
 - Up to 1.8m high boundary fence to be provided where required

REV.	DATE	DESCRIPTION
0	13.06.19	REVISIONS IN RESPONSE TO LOCAL AUTHORITY CON PERM.
1	14.06.19	Revisions in response to Clients comments.
2	17.06.19	1.8m fence text amended 'yellow' text removed.
3	18.06.19	Proposed fence to the far north boundary removed.
4	19.07.19	Site area reduced, glass reduced to 80, mix amended and foul pump relocated.
N1	13.06.19	Part 13/16 affordable - schedule amended

CLIENT
Cooderham / Eco Developments

PROJECT
Residential Development

ADDRESS
Field to south of Princes Ave Bacton

STATUS
PLANNING

DRAWING
SITE PLAN

DRAWN BY
PB

15840
5887

DRAWING NO
005

15/06/19
M

CHAPKIN FORRANT

2.9 None of the covenants contained in this Deed on the part of the Owner shall be enforceable against:-

- a) those persons who purchase (including purchasers by way of long lease) any Dwelling for occupation by themselves or their lessees tenants or individuals of the Dwellings (save that the restrictions relating to Occupation set out herein in respect of the Affordable Housing Units set out in paragraphs 2.6 and 2.8 of Part 2 of the Third Schedule shall be enforceable against the owners and occupiers of such units) or
- b) any statutory undertaker who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

2.10 The headings are for reference only and shall not affect construction.

2.11 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act and to the extent that it does not contain planning obligations Section 111 of the Local Government Act 1972 and all other enabling powers

3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council in respect of the matters set out in the Third Schedule and by the County Council in respect of the matters set out in the Fourth Schedule as local planning authorities against the Owner or their successors in title

- 3.3 This Deed is a deed and may be modified or discharged in part or in total at any time after the date of this Deed by deed agreed between the parties in the form of a deed

4 CONDITIONALITY

This Deed shall take effect on the date hereof save for the Planning Obligations which shall only take effect on:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the District Council as set out in the Third Schedule so as to bind the Site and each and every part thereof
- 5.2 The Owner covenants with the County Council as set out in the Fourth Schedule so as to bind the Site and each and every part thereof

6 THE DISTRICT COUNCIL'S AND THE COUNTY COUNCIL'S COVENANTS

- 6.1 The District Council covenants with the Owner as set out in the Fifth Schedule
- 6.2 The County Council covenants with the Owner as set out in the Sixth Schedule

7 MISCELLANEOUS

- 7.1 The Owner shall act in good faith and shall co-operate both with the District Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests either of the District Council and

or the County Council and their duly authorised officers or agents to have reasonable access to any part or all of the Site or any reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein

- 7.2 The Owner agrees declares and covenants both with the District Council and the County Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed
- 7.3 The Owner covenants to pay to the District Council on completion of this Deed the proper and reasonable legal costs of the District Council incurred in the negotiation preparation and execution and completion of this Deed
- 7.4 The Owner covenants to pay to the County Council on completion of this Deed the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution and completion of this Deed
- 7.5 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.6 This Deed shall be registerable as a local land charge by the District Council
- 7.7 Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from either the District Council or County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and shall be given on behalf of the District Council by the Corporate Manager - Growth and Sustainable Planning and on

behalf of the County Council by the Executive Director of Growth, Highways & Infrastructure or officer acting under his hand

- 7.8 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.9 Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.10 This Deed 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 expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the District Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
- 7.11 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or part of the site in respect of which the breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it
- 7.12 Nothing in this Deed 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 Deed

- 7.13 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived
- 7.14 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to either the District Council or the County Council
- 7.15 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority
- 7.16 The Owner covenants and warrants to the District Council and the County Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

The Owner agrees with the District Council and the County Council to give each of them independently written notice of any transfer in ownership of any of its freehold interests in the Site occurring before all the positive obligations under this Deed have been discharged such notice to be served within twenty one (21) days of such transfer and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity substations or gas governors or the like

10 INDEXATION

Any sum referred to in this Deed which is expressed to be either BCIS Indexed or RPI Indexed shall be increased by an amount equivalent to the increase in the BCIS Index or the RPI Index (as appropriate and unless the context reads otherwise) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$, where:

10.1.1 A is the sum payable under this Deed;

10.1.2 B is the original sum calculated as the sum payable

10.1.3 C is the BCIS Index or RP Index (as appropriate) for the month two (2) months before the date on which the sum is payable and

10.1.4 D is the BCIS Index or RP Index (as appropriate) for the month two (2) months before the date of this Deed.

11 INTEREST

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

12 RIGHT OF ENTRY

12.1 At all times on not less than twenty-four (24) hours written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of either or both of the District Council or the County Council entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

12.1.1 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)

12.1.2 such entry shall be effected between 08.00 and 17.00 on any day

12.1.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary

12.1.4 such employee or agent may take photographs measurements and levels

12.1.5 such employee or agent may not remain on the Site for longer than is reasonably necessary for carrying out a proper inspection

12.1.6 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

13 VAT

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

14 NOTICES

14.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 14.2

14.2 The address for any notice or other written communication in the case of each party to this Deed shall be as follows:-

The District Council	The Corporate Manager – Growth and Sustainable Planning Council Offices, Endeavour House 8 Russell Road Ipswich IP12BX
The County Council	The Executive Director of Growth, Highways & Infrastructure Constantine House 5 Constantine Road Ipswich Suffolk IP1 2DH

The Owner	Howes Percival LLP Flint Buildings 1 Bedding Lane Norwich NR3 1RG Ref: JZM/227722.3
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14.3 Any notice or other written communication to be given by either the District Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the District Council or the County Council by a duly authorised officer of the District Council or the County Council as appropriate

15 DISPUTE RESOLUTION

15.1 Any dispute or difference of any kind whatsoever arising between any or all of the parties out of or in connection with this Deed (including without limitation any question regarding its existence validity or termination) shall be referred to arbitration before a single Expert (the "Expert")

15.2 The parties shall jointly appoint the Expert not later than twenty-eight (28) days after service of a request in writing by either party to do so

15.3 If the parties are unable to agree within twenty-eight (28) days as to the appointment of such Expert then the Expert shall be appointed within a further period of fourteen (14) days on the application of either of the parties as follows:

15.3.1 If a difference or question relates to the rights and liabilities of either party or to the terms or conditions to be embodied in the Deed or document appertaining to the Deed it shall be referred to a

solicitor or barrister notified by or on behalf of the President for the time being of the Law Society; or

15.3.2 difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers; or

15.3.3 difference or question relates to the value of any interest in property it shall be referred to a chartered surveyor agreed upon by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or

15.3.4 if such difference or question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute

15.4 In the event of a reference to arbitration the parties agree to:

15.4.1 prosecute any such reference expeditiously; and

15.4.2 do all things or take all steps reasonably necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable

15.5 The Expert will have the power to consolidate proceedings or hold concurrent proceedings and to order on a provisional basis any relief which he would have power to grant on a final award

15.6 The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the hearing

15.7 The award shall be final and binding in the absence of manifest error both on the parties and on any persons claiming through or under them

and judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be and the Expert's 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

15.8 Unless this Deed has already been terminated each of the parties shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this Clause 15 but without prejudice to the rights and obligations of the parties in relation to the termination of the Deed

15.9 Nothing in this clause 15 shall affect the ability of the District Council or the County Council to apply for and be granted any of the following declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing the terms of this Deed and consequential and interim orders and reliefs

16 SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the District Council or the County Council for a certificate to that effect and upon the District Council or County Council being reasonably satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied the District Council or the County Council shall forthwith issue a certificate to such effect

17 APPROVALS

Where any details, programmes, plans, strategies, reports, matters or materials are approved by the District Council or the County Council under the terms of this Deed further or amended details programmes plans strategies reports matters or materials may be submitted from

time to time and if approved by the District Council shall replace those previously approved

18 COMMUNITY INFRASTRUCTURE LEVY

The parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the obligations imposed in this Deed are (a) necessary to make the development permitted pursuant to the Application acceptable in planning terms (b) directly relate to the development permitted pursuant to the Application and (c) fairly and reasonably relate in scale and kind to the development permitted pursuant to the Application

19 NOTICE OF DEVELOPMENT

The Owner covenants to inform the County Council by way of written notice of the following:

- a) The Commencement of Development within (10) ten Working Days of the Commencement of Development;
- b) Notice of the Occupation of the first Dwelling 30 Working Days prior to the Occupation of the first Dwelling
- c) Notice of the Occupation of the 40th Dwelling 30 Working Days prior to the Occupation of the 40th Dwelling.
- d) Notice of Occupation of the first Dwelling.

20 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales

21 DELIVERY

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED ON THE DAY AND YEAR FIRST BEFORE WRITTEN

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

[Redacted]
Authorised Officer



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

[Redacted]
Authorised Officer



Executed and delivered as Deed by)
ANDREW RICHARD GOODERHAM)
in the presence of:)

[Redacted]

Signature of witness. [Redacted]

Name of witness (block capitals) NIGEL BATESON

Witness address 16 ALBERT CRESCENT
BURY ST EDMUNDS, SUFFOLK IP33 3DY

Witness occupation SHOP MANAGER

**FIRST SCHEDULE
OWNERSHIP DETAILS**

A. FREEHOLD INTERESTS

The Owner is the registered proprietor with absolute title of the Site shown edged red for identification purposes only on the Site Plan which is part of the land registered at the Land Registry under Title Number SK272638 and excluding the land registered at the Land Registry under title number SK342109

SECOND SCHEDULE
DRAFT PLANNING PERMISSION

Philip Isbell – Chief Planning Officer
Sustainable Communities

Mid Suffolk District Council
Endeavour House, 8 Russell Road, Ipswich IP21 2BX

Website: www.midsuffolk.gov.uk



OUTLINE PLANNING PERMISSION

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

Correspondence Address:

Cheffins Planning
Clifton House
1 - 2 Clifton Road
Cambridge
CB1 7EA

Applicant:

Ms Rae Howa
C/o Agent

Date Application Received: 17-Dec-18

Application Reference: DC/18/05514

Date Registered: 03-Jul-19

Proposal & Location of Development:

Outline Planning Application (some matters reserved) Residential development of up to 85 dwellings and access, siting for a new community building including an independent access, and a children's play area.

Land South Of, Pretyman Avenue, Bacton, Suffolk

Section A – Plans & Documents:

This decision refers to drawing no./entitled 005a received 28/06/2019 as the defined red line plan with the site shown edged red. Any other drawing showing land edged red whether as part of another document or as a separate plan/drawing has not been accepted or treated as the defined application site for the purposes of this decision.

The plans and documents recorded below are those upon which this decision has been reached:

Tree Protection Plan 13-035-TS01 - Received 17/2/2018

Defined Red Line Plan 005 a - Received 28/06/2019

Site Plan 5587 003 M - Received 16/08/2019

Tree Protection Plan 13-035-TS02 - Received 17/2/2018

Tree Protection Plan 13-035-TS03 - Received 17/2/2018

Tree Protection Plan 13-035-TS04 - Received 17/2/2018

Section B:

Mid Suffolk District Council as Local Planning Authority, hereby give notice that **OUTLINE PLANNING PERMISSION**

1. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE: TIME LIMIT FOR RESERVED MATTERS APPLICATION

Application for approval of reserved matters must be made not later than the expiration of three years beginning with the date of this permission, and the development must be begun not later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates the final approval of the last such matter to be approved.

Reason - Required to be imposed pursuant to Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004

2. ACTION REQUIRED PRIOR TO COMMENCEMENT OF WORKS: PRE-COMMENCEMENT CONDITION: APPROVAL OF RESERVED MATTERS

Before any development is commenced, approval of the details of the appearance, scale and layout of the building(s) and the landscaping of the site (hereinafter called "the reserved matters") shall be obtained in writing from the Local Planning Authority.

Reason - To enable the Local Planning Authority to secure an orderly and well designed development in accordance with the character and appearance of the neighbourhood and in accordance with the Development Plan. This condition is required to be agreed prior to the commencement of any development in accordance with proper planning principles to allow public engagement on the outstanding reserved matters and ensure no significant adverse harm results.

3. APPROVED PLANS & DOCUMENTS

The development hereby permitted shall be carried out in accordance with the drawings/documents listed under Section A above and/or such other drawings/documents as may be approved by the Local Planning Authority in writing pursuant to other conditions of this permission 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.

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

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

Before any development is commenced, and concurrently with the submission of reserved matters, 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 75% of the development in the preceding phase has been occupied.

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 prior to the commencement of such development.

5. ACTION REQUIRED CONCURRENT WITH RESERVED MATTERS: MIX AND TYPE OF HOUSING

Concurrent with the submission of the first reserved matters application(s) details of the mix and type of housing shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall thereafter be implemented as approved.

Reason: To ensure that the details of the housing type and mix are provided to inform each reserved matters stage.

6. ACTION REQUIRED PRIOR TO DEVELOPMENT ABOVE SLAB LEVEL: PROVISION OF PARKING FOR NEIGHBOURING RESIDENTS

Prior to the commencement of any development above slab level the parking provided for use by neighbouring residents as detailed on plan 5587 003 M shall be made available for use and thereafter retained as such and used for no other purpose.

Reason: To provide parking for neighbouring residents to limit the impact of on-street parking.

7. 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. This condition is required to be agreed prior to the commencement of any development to ensure highway safety is secured early for both development, its construction and addresses areas of work before any other parts of the development can take place. If agreement was sought at any later stage there is an unacceptable risk to highway and public safety and risk of cost to the developer if the details are not found acceptable.

8. SPECIFIC RESTRICTION ON DEVELOPMENT: PROVISION OF ROADS AND FOOTPATHS.

No dwelling shall be first 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.

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

9. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT - HIGHWAYS: PROVISION OF PARKING AND TURNING

Prior to the commencement of development details of the areas to be provided for the loading, unloading, manoeuvring and parking of vehicles including secure cycle storage shall be submitted to and approved, in writing, by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into

first use/occupied and shall be retained thereafter and remain free of obstruction except for the purpose of manoeuvring and parking of vehicles and used for no other purpose.

Reason - To ensure that sufficient space for the on site parking of vehicles is provided and maintained in order to ensure the provision of adequate on-site space for the parking and manoeuvring of vehicles where on-street parking and manoeuvring would be detrimental to highway safety to users of the highway. This condition is required to be implemented prior to the commencement of any other part of the approved development to ensure highway safety is secured early for the development. If agreement was sought at any later stage there is an unacceptable risk to highway and public safety should proper layout not be achieved.

10. ACTION REQUIRED PRIOR TO COMMENCEMENT OF WORKS TO ACCESS:
HIGHWAYS - SURFACE WATER DISCHARGE PREVENTION DETAILS REQUIRED.

Prior to the commencement of any works to the access, details shall be submitted to and approved in writing by the Local Planning Authority showing the means to prevent the discharge of surface water from the development onto the highway. The approved scheme shall be carried out in its entirety before the access is first used and shall be retained and maintained thereafter in its approved form.

Reason - To prevent hazards caused by flowing water or ice on the highway.

11. ACTION REQUIRED PRIOR TO COMMENCEMENT: CONSTRUCTION REQUIREMENTS

Before the development hereby permitted is commenced a Construction Management Plan shall be submitted to and approved in writing by the Local Planning Authority.

Construction of the development shall not be carried out other than in accordance with the approved plan.

The Construction Management Plan shall include the following matters:

- . Haul routes for construction traffic on the highway network and monitoring and review mechanisms.
- . Provision of boundary hoarding and lighting
- . Details of the storage of construction materials on site, including details of their siting and maximum storage height.
- . Details of proposed means of dust suppression
- . Details of measures to prevent mud from vehicles leaving the site during construction
- . Details of deliveries times to the site during construction phase
- . Details of the hours of work/construction of the development within which such operations shall take place and the hours within which delivery/collection of materials for the said construction shall take place at the site.
- . Programme of works (including measures for traffic management and operating hours)
- . Parking and turning for vehicles of site personnel, operatives and visitors
- . Loading and unloading of plant and materials
- . Storage of plant and materials
- . Details of any protection measures for footpaths surrounding the site
- . Details of any means of access to the site during construction.
- . Details of the scheduled timing/phasing of development for the overall construction period.
- . Details of the siting of any on site compounds and portals.

. Details of the method of any demolition to take place, including the recycling and disposal of said materials resulting from demolition.

The construction shall at all times be undertaken in accordance with the agreed methodology approved in writing by the Local Planning Authority.

Reason: In the interest of highway safety to avoid the hazard caused by mud on the highway and to ensure minimal adverse impact on the public highway during the construction phase and in the interests of neighbouring residential amenity.

12. ACTION REQUIRED PRIOR TO OCCUPATION: TRAVEL PLAN

Not less than 3 months prior to the first occupation of any dwelling, the contents of the RTP shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority and shall include walking, cycling and bus maps, latest relevant bus and rail timetable information, car sharing information, personalised Travel Planning and a multi-modal travel voucher.

Within one month of the first occupation of any dwelling, the occupiers of each of the dwellings shall be provided with a Residents Travel Pack (RTP) in accordance with the requirements in the Travel Plan (dated December 2018).

Reason: In the interest of sustainable development as set out in the NPPF, and Strategic Objectives S03 and S06 of the Mid Suffolk Core Strategy Development Plan Document (2008) and Core Strategy Focused Review (2012). Note: The Resident Travel Pack should be produced in accordance with Suffolk County Council's Travel Plan Guidance (www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/travel-plans/information-for-developers)

13. ACTION REQUIRED PRIOR TO OCCUPATION: TRAVEL PLAN WEBSITE

Prior to first occupation of any dwelling, a suitable website that provides the sustainable transport content identified in the Travel Plan Addendum (dated February 2019) must be implemented.

Evidence of the implementation of this website with details of how it will be managed and funded for a minimum of five years must be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority prior to the publication of the website.

Reason: In the interest of sustainable development as set out in the NPPF, and Strategic Objectives S03 and S06 of the Mid Suffolk Core Strategy Development Plan Document (2008) and Core Strategy Focused Review (2012).

14. ACTION REQUIRED PRIOR TO FIRST OCCUPATION OF DEVELOPMENT: REFUSE BINS AND COLLECTION AREAS

Prior to the first occupation of the development details of the areas to be provided for storage of Refuse/Recycling bins and any associated collection areas shall be submitted to and approved, in writing, by the Local Planning Authority. The approved areas for each dwelling(s) shall be provided in their entirety before the first occupation of the associated dwelling and shall be retained thereafter for no other purpose.

Reason: To ensure that refuse recycling bins are not stored on the highway causing obstruction and dangers for other users.

15. ACTION REQUIRED: RESERVED MATTERS SURFACE WATER DRAINAGE

Concurrent with the first reserved matters application(s) a surface water drainage scheme shall be submitted to, and approved in writing by, the local planning authority.

The scheme shall be in accordance with the approved FRA and include:

- a. Dimensioned plans and drawings of the surface water drainage scheme;
- b. If the use of infiltration is not possible then modelling shall be submitted to demonstrate that the surface water runoff will be restricted to 5.5l/s for all events up to the critical 1 in 100 year rainfall events- including climate change as specified in the FRA;
- c. Modelling of the surface water drainage scheme to show that the attenuation/infiltration features will contain the 1 in 100 year rainfall event including climate change;
- d. Modelling of the surface water conveyance network in the 1 in 30 year rainfall event to show no above ground flooding, and modelling of the volumes of any above ground flooding from the pipe network in a 1 in 100 year climate change rainfall event, along with topographic plans showing where the water will flow and be stored to ensure no flooding of buildings or offsite flows;
- e. Topographical plans depicting all exceedance flowpaths and demonstration that the flows would not flood buildings or flow offsite, and if they are to be directed to the surface water drainage system then the potential additional rates and volumes of surface water must be included within the modelling of the surface water system;
- f. details of the implementation, maintenance and management of the surface water drainage scheme shall be submitted to and approved in writing by the local planning authority

The scheme shall be fully implemented as approved.

Reason: To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site for the lifetime of the development.

16. ACTION REQUIRED: DETAILS OF SUDS

The development hereby permitted shall not be occupied until details of all Sustainable Urban Drainage System components and piped networks have been submitted, in an approved form, to and approved in writing by the Local Planning Authority for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.

Reason: To ensure all flood risk assets and their owners are recorded onto the LLFA's statutory flood risk asset register as per s21 of the Flood and Water Management Act.

17. ACTION REQUIRED PRIOR TO COMMENCEMENT: CONSTRUCTION SURFACE WATER MANAGEMENT PLAN

No development shall commence until details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on the site during construction (including demolition and site clearance operations) is submitted to and agreed in writing by the local planning authority.

The CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction.

The approved CSWMP shall include:

- a. Method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include :-
 - i. Temporary drainage systems
 - ii. Measures for managing pollution / water quality and protecting controlled waters and watercourses
 - iii. Measures for managing any on or offsite flood risk associated with construction

Reason: To ensure the development does not cause increased flood risk, or pollution of watercourses

18. ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF DEVELOPMENT -
ARCHAEOLOGICAL WORKS

No development shall take place within the area of residential development and associated works/landscaping [as shown on Dwg 5587-003M Site Plan] until implementation has been secured of the programme of archaeological work set out in the approved Written Scheme of Investigation for this area [ref RPS 2020; report no. 26309 - "Area A"], and details of the archaeological contractor and works timetable have been provided to the LPA in a supplementary Area-specific Specification. Work in Area A will be undertaken in accordance with the approved Written Scheme of Investigation.

The scheme of investigation shall include an assessment of significance and research questions; and:

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.

REASON:

To safeguard archaeological assets within the approved residential development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Core Strategy Objective SO 4 of Mid Suffolk District Council Core Strategy Development Plan Document (2008) and the National Planning Policy Framework (2019).

10. ACTION REQUIRED PRIOR TO THE FIRST OCCUPATION OF DEVELOPMENT -
ARCHAEOLOGICAL WORKS

No building shall be occupied within the residential development until the site investigation and post investigation assessment has been completed, submitted to, and approved in writing by the Local Planning Authority, in accordance with the programme set out in the

Specification approved under part 1 and the provision made for analysis, publication and dissemination of results and archive deposition.

REASON:

To safeguard archaeological assets within the approved residential development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Core Strategy Objective SO 4 of Mid Suffolk District Council Core Strategy Development Plan Document (2008) and the National Planning Policy Framework (2019).

20. ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF DEVELOPMENT - ARCHAEOLOGICAL WORKS

No development shall take place within the area of the Community Building and associated works/landscaping [as shown on Dwg 5587-003M Site Plan] until implementation has been secured of the programme of archaeological work set out in the approved Written Scheme of Investigation for this area [ref RPS 2020; report no. 26309 - "Area B"], and details of the archaeological contractor and works timetable have been provided to the LPA in a supplementary Area-specific specification. Work in Area B will be undertaken in accordance with the approved Written Scheme of Investigation.

The scheme of investigation shall include an assessment of significance and research questions; and

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.

REASON:

To safeguard archaeological assets within the approved Community Building development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Core Strategy Objective SO 4 of Mid Suffolk District Council Core Strategy Development Plan Document (2008) and the National Planning Policy Framework (2019).

21. ACTION REQUIRED PRIOR TO THE FIRST OCCUPATION OF DEVELOPMENT - ARCHAEOLOGICAL WORKS

No building shall be occupied within the Community Building development area until the site investigation and post investigation assessment has been completed, submitted to, and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Specification approved under part 1 and the provision made for analysis, publication and dissemination of results and archive deposition.

REASON:

To safeguard archaeological assets within the approved Community Building development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Core Strategy Objective SO 4 of Mid Suffolk District Council Core Strategy Development Plan Document(2008) and the National Planning Policy Framework (2019).

22. ACTION REQUIRED: ARBORICULTURAL REPORT IMPLEMENTATION

The recommendations from the arboricultural report submitted with this application shall be implemented in full accordance with the details set out therein.

Reason: To ensure appropriate arboricultural protection, works and mitigation.

23. UNEXPECTED CONTAMINATION

If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority.

The remediation strategy shall be implemented as approved.

Reason: To ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site. This is in line with paragraph 170 of the National Planning Policy Framework.

24. ACTION REQUIRED IN ACCORDANCE PRIOR TO OCCUPATION: FIRE HYDRANTS

Prior to the first occupation of the site, details of the provision of fire hydrants shall be submitted to and approved, in writing, by the Local Planning Authority.

The fire hydrants shall be implemented in accordance with these details in their entirety and in accordance with the timetable as may be agreed.

Reason - To ensure the site is suitably served by fire hydrants.

25. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT: SUSTAINABILITY MEASURES

Prior to the commencement of development a scheme for sustainability efficiency measures, including but not limited to renewable energy, low carbon energy, insulation and electric charging points, shall be submitted to and approved in writing by the Local Planning Authority.

Such measures as may be agreed shall be implemented in full prior to the first occupation of each dwelling.

Reason: To provide sustainable energy and low carbon development in accordance with the requirements of CS3 and the NPPF.

26. ACTION REQUIRED IN ACCORDANCE WITH ECOLOGICAL APPRAISAL RECOMMENDATIONS

All mitigation and enhancement measures and/or works shall be carried out in accordance with the details contained in the Ecological Impact Assessment (Greenlight Environmental Consultancy Ltd, December 2018) as already submitted with the planning application and agreed in principle with the local planning authority prior to determination.

This may include the appointment of an appropriately competent person e.g. an ecological clerk of works (ECoW,) to provide on-site ecological expertise during construction. The appointed person shall undertake all activities, and works shall be carried out, in accordance with the approved details.

Reason: To conserve and enhance Protected and Priority species and allow the LPA to discharge its duties under the UK Habitats Regulations, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats & species).

27. PRIOR TO OCCUPATION: LANDSCAPE AND ECOLOGICAL MANAGEMENT PLAN

A Landscape and Ecological Management Plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority prior occupation of the development.

The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organization responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

Reason: To allow the LPA to discharge its duties under the UK Habitats Regulations 2017, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats & species).

28. PRIOR TO OCCUPATION: BIODIVERSITY ENHANCEMENT STRATEGY

Prior to the first use or occupation of the site a Biodiversity Enhancement Strategy for Protected and Priority species shall be submitted to and approved in writing by the local planning authority.

The content of the Biodiversity Enhancement Strategy shall include the following:

- a) purpose and conservation objectives for the proposed enhancement measures;
- b) detailed designs to achieve stated objectives;
- c) locations of proposed enhancement measures by appropriate maps and plans;
- d) timetable for implementation demonstrating that works are aligned with the proposed phasing of development;
- e) persons responsible for implementing the enhancement measures;
- f) details of initial aftercare and long-term maintenance (where relevant).

The works shall be implemented in accordance with the approved details and shall be retained in that manner thereafter.

Reason: To enhance Protected and Priority Species/habitats and allow the LPA to discharge its duties under the s40 of the NERC Act 2006 (Priority habitats & species).

29. PRIOR TO OCCUPATION: WILDLIFE SENSITIVE LIGHTING DESIGN SCHEME

A lighting design scheme for biodiversity shall be submitted to and approved in writing by the local planning authority. The scheme shall identify those features or site that are particularly sensitive for bats and that are likely to cause disturbance along important routes used for foraging; and show how and where external lighting will be installed (through the provision of appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent bats using their territory.

All external lighting shall be installed in accordance with the specifications and locations set out in the scheme and maintained thereafter in accordance with the scheme. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority.

Reason: To allow the LPA to discharge its duties under the UK Habitats Regulations 2017, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats & species).

30. ACTION REQUIRED PRIOR TO FIRST OCCUPATION: ACOUSTIC BUND AND FENCING

Prior to the first occupation of the hereby permitted development the acoustic bund and fencing to the eastern boundary of the site adjoining the railway line shall be implemented in full accordance with the details submitted.

Reason: To ensure protection of residential amenity.

31. LIMITATION ON HEIGHT OF DEVELOPMENT

No housing in full or in part, unless single storey only, shall be proposed at any point within 20 metres of the northern site boundary.

Reason: To protect neighbouring residential amenity.

SUMMARY OF POLICIES WHICH ARE RELEVANT TO THE DECISION:

NPPF - National Planning Policy Framework
 FC01 - Presumption In Favour Of Sustainable Development
 FC01_1 - Mid Suffolk Approach To Delivering Sustainable Development
 FC02 - Provision And Distribution Of Housing
 CS01 - Settlement Hierarchy
 CS02 - Development in the Countryside & Countryside Villages
 CS05 - Mid Suffolk's Environment
 CS06 - Services and Infrastructure
 CS09 - Density and Mix
 GP01 - Design and layout of development
 HB14 - Ensuring archaeological remains are not destroyed
 H07 - Restricting housing development unrelated to needs of 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
 H17 - Keeping residential development away from pollution
 T09 - Parking Standards
 T10 - Highway Considerations in Development
 CL08 - Protecting wildlife habitats

NOTES:

1. **Statement of positive and proactive working in line with the National Planning Policy Framework (NPPF)**

The proposal has been assessed with regard to adopted development plan policies, the National Planning Policy Framework and all other material considerations. The NPPF encourages a positive and proactive approach to decision taking, delivery of sustainable development, achievement of high quality development and working proactively to secure developments that improve the economic, social and environmental conditions of the area. In this case the applicant took advantage of the Council's pre-application service prior to making the application.

2. Any works to a watercourse may require consent under section 23 of the Land Drainage Act 1991

. Any discharge to a watercourse or groundwater needs to comply with the Water Environment (Water Framework Directive) (England and Wales) Regulations 2003

. Any discharge of surface water to a watercourse that drains into an Internal Drainage Board

catchment may be is subject to payment of a surface water developer contribution

. Any works to lay new surface water drainage pipes underneath the public highway will need

a section 50 license under the New Roads and Street Works Act

3. Informative Notes

The granting of planning permission is separate to any consents that may be required in relation to Public Rights of Way, including the authorisation of gates.

These consents are to be obtained from the Public Rights of Way & Access Team at Suffolk County Council, as the Highway Authority.

To apply to carry out work on the Public Right of Way or seek a temporary closure, visit <http://www.suffolkpublicrightsofway.org.uk/home/temporary-closure-of-a-public-right-of-way/> or telephone 0345 606 6071.

To apply for structures, such as gates, on a Public Rights of Way, visit <http://www.suffolkpublicrightsofway.org.uk/home/land-manager-information/> or telephone 0345606 6071.

4. 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.

The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification. The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing.

Please note the email sent by PROW team regarding the existing footpath network and 'Claim' footpaths in the area. No works are to be undertaken on any PROW without gaining permission from Suffolk County Council.

Babergh and Mid Suffolk District Councils have adopted Community Infrastructure Levy (CIL) charging which affects planning permissions granted on or after 11th April 2016 and permitted development commenced on or after 11th April 2016. If your development is for the erection of a new building, annex or extension or the change of use of a building over 100sqm in internal area or the creation of a new dwelling or holiday let of any size your development may be liable to pay CIL and you must submit relevant documents to our Infrastructure Team telling us more about your development, who will pay CIL and when the development will start. You will receive advice on the amount you have to pay and what you have to do and you can find more information about CIL on our websites here:

[CIL in Babergh](#) and [CIL in Mid Suffolk](#) or by contacting the Infrastructure Team on: infrastructure@baberghmidsuffolk.gov.uk

This relates to document reference: DC/18/05514

Signed: Philip Isbell

Dated:

**Chief Planning Officer
Sustainable Communities**

Important notes to be read in conjunction with your Decision Notice

Please read carefully

This decision notice refers only to the decision made by the Local Planning Authority under the Town and Country Planning Acts and DOES NOT include any other consent or approval required under enactment, bylaw, order or regulation.

Please note: depending upon what conditions have been attached to the decision, action may be required on your part before you can begin your development. Planning conditions usually require that you write to the Local Planning Authority and obtain confirmation that you have discharged your obligations. You should read your decision notice in detail and make a note of the requirements placed on you by any conditions. **If you proceed with your development without complying with these conditions you may invalidate your permission and put your development at risk.**

Discharging your obligations under a condition:

You should formally apply to discharge your conditions and the relevant application forms are available on the Council's website. The Local Planning Authority has 8 weeks to write to you after you submit the details to discharge your conditions. You should always account for this time in your schedule as the Local Planning Authority cannot guarantee that conditions can be discharged quicker than this. A fee is applicable for the discharge of planning conditions.

Building Control:

You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control Section of Babergh and Mid Suffolk District Councils.

Appeals to the Secretary of State

1. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or consent, or to grant permission or consent subject to condition, they may appeal to the Secretary of State for Communities and Local Government. The applicant's right of appeal is in accordance with the appropriate statutory provisions which follow:

Planning Applications: Section 78 Town and Country Planning Act 1990

Listed Building Applications: Section 20 Planning (Listed Buildings and Conservation Areas) Act 1990

Advertisement Applications: Section 78 Town and Country Planning Act 1990
Regulation 15

Town and Country Planning (Control of Advertisements) Regulations 2007

Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within six months of the date of this notice, whichever period expires earlier.

Appeals must be made on a form which is obtainable from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at <https://www.gov.uk/government/publications/model-notification-notice-to-be-sent-to-an-applicant-when-permission-is-refused>

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he/she will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him/her that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by it, having regard to the statutory requirements*, to the provisions of the Development Order, and to any directions given under the Order. The Secretary of State does not practise refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by him/her.

2. If permission or consent to develop land or carry out works is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use by the carrying out of any development or works which has been or would be permitted they may serve on the Council of the district in which the land is situated, a purchase notice requiring the Council to purchase his interest in the land in accordance with the provisions of Section 137 of the Town and Country Planning Act 1990 or Section 32 Planning (Listed Buildings and Conservation Areas) Act 1990.

*The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70 and 72(1) of the Act.

Babergh District Council
Endeavour House, 8 Russell Road, Ipswich IP1 2BX
Telephone: (0300) 1234 000
www.babergh.gov.uk

Mid Suffolk District Council
Endeavour House, 8 Russell Road, Ipswich IP1 2BX
Telephone: (0300) 1234 000
www.midsuffolk.gov.uk

THIRD SCHEDULE

THE OWNER'S COVENANTS WITH THE DISTRICT COUNCIL

PART 1

1. APPROVAL OF SCHEMES

- 1.1 The Owner shall prior to the Occupation of the first Dwelling on a Phase to submit to the District Council the Affordable Housing Scheme for that Phase for approval PROVIDED THAT an amended, revised or substituted Affordable Housing Scheme may be approved by the District Council following the Occupation of the first Dwelling on each Phase and once approved by the District Council such scheme will form part of this Deed as if the same had been fully set out herein.
- 1.2 The Owner covenants not to Commence Development on a Phase until the Open Space Scheme has been submitted to the District Council in writing for that Phase PROVIDED THAT an amended, revised or substituted Open Space Scheme may be approved by the District Council following the Occupation of the first Dwelling on each Phase and once approved by the District Council such scheme will form part of this Deed as if the same had been fully set out herein.

PART 2

2. ON SITE HOUSING PROVISION

- 2.1 Unless otherwise agreed in writing the Owner shall endeavour to agree with the District Council on the identity of the Registered Provider to which the Affordable Housing Units are to be transferred prior to Commencement of Development on each Phase. The Owner may Commence the Development on that Phase whilst that process is ongoing but shall not Occupy or permit Occupation of any Market Housing Units on that Phase until the identity of the Registered Provider has been agreed with the District Council (such approval not to be unreasonably withheld or delayed)
- 2.2 The Owner covenants not to Occupy or permit Occupation of more than fifty percent (50%) of the Market Housing Units on a Phase until (unless otherwise agreed in writing):
- 2.2.1 fifty percent (50%) of the Affordable Housing Units to be provided under the approved Affordable Housing Scheme for that Phase have been constructed in accordance with the Planning Permission and have been made ready for residential Occupation and all these Affordable Housing Units have been transferred to a Registered Provider and written notification of such has been sent to the District Council; or
- 2.2.2 contracts have been exchanged with a Registered Provider for the transfer of the Affordable Housing Land with obligations to secure delivery of fifty percent (50%) of the Affordable Housing Units for a Phase in accordance with the Planning Permission prior to the Occupation of fifty percent (50%) of the Market Housing Units on that Phase and written notification of such has been sent to the District Council

- 2.3 The Owner covenants not to Occupy or permit Occupation of more than eighty percent (80%) of the Market Housing Units in a Phase until (unless otherwise agreed in writing):
- 2.3.1 all of the Affordable Housing Units to be provided under the approved Affordable Housing Scheme for that Phase have been constructed in accordance with the Planning Permission and transferred to a Registered Provider and written notification of such has been received by the District Council; or
- 2.3.2 contracts have been exchanged with a Registered Provider for the transfer of the Affordable Housing Land with obligations to secure delivery of all of the Affordable Housing Units for a Phase in accordance with the Planning Permission prior to the Occupation of eighty percent (80%) of the Market Housing Units on that Phase and written notification of such has been sent to the District Council
- 2.4 The Owner covenants to construct the Affordable Housing Units in the positions as set out in the Affordable Housing Scheme as approved by the District Council and in no other positions without the prior written approval of the District Council
- 2.5 In the event the approved Affordable Housing Scheme requires the Affordable Housing Units to be transferred to a Registered Provider to procure a covenant in the transfer of the Affordable Housing Units that the Registered Provider will enter into a Nominations Agreement with the District Council and completed between the District Council and the Registered Provider within three (3) months of the date of the transfer to it of the Affordable Housing Units AND FOR THE AVOIDANCE OF DOUBT the covenants in any Nominations Agreement shall bind the Registered Provider not the Owner

- 2.6 The Owner covenants that the Affordable Housing Units shall only be Occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the District Council is a party or chosen pursuant to the Nominations Agreement which confers nomination rights on the District Council unless otherwise agreed by the District Council in writing or in relation to the Shared Ownership Units in accordance with the Government's Help to Buy Agency requirements
- 2.8 The Owner further covenants that the Affordable Housing Units shall not be used other than for Affordable Housing save that this obligation shall not be binding on:
- a) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
 - b) any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty; or
 - c) any purchaser from a mortgagee of the Affordable Housing Unit pursuant to any default by the individual mortgagor; or
 - d) any successor in title to (a) - (c) above
- 2.9 The Chargee shall prior to seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge comply with the requirements under Part 2 of Chapter 4 of the Housing and Regeneration Act 2008 PROVIDED THAT at all times the rights and obligations in this paragraph 2.9 shall not require the Chargee to act contrary to its duties under its charge or mortgage and that the District Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under its charge or mortgage

2.10 If within three (3) months of the Owner offering any Affordable Housing Unit(s) to the Registered Provider pursuant to paragraphs 2.2 and 2.3 of this Part 2 of the Third Schedule the District Council is satisfied that demand from a Registered Provider has not been forthcoming and that the Owner has used reasonable endeavours to reach an agreement with a Registered Proprietor to take a transfer of the Affordable Housing Units (which transfer may for the avoidance of doubt be to more than one Registered Proprietor) then the District Council and the Owner will seek to negotiate an agreed way forward to ensure the on-site provision of the Affordable Housing which is no more onerous to the Owner than that currently set out in this Agreement

2.11 In the event that a Registered Provider does not make an acceptable offer to purchase the Affordable Housing Units or no longer wants to purchase the Affordable Housing Units to enable the Owner to transfer the Affordable Housing Units to a Registered Provider as required by paragraphs 2.2 or 2.3 of this Part 2 to the Third Schedule the Owner shall:

2.11.1 notify the District Council 3 months' prior to the Practical Completion of the Affordable Housing Units;

2.11.2 set out the reasons (together with any supporting evidence) in writing why a transfer to the Registered Provider has not been entered into pursuant to paragraphs 2.2 or 2.3 of Part 2 of this Third Schedule;

2.11.3 submit any other information reasonably requested by the District Council to reasonably satisfy the District Council as to why the Owner have not been able to enter into a transfer with the Registered Provider pursuant to paragraphs 2.2 or 2.3 of Part 2 of this Third Schedule;

- 2.11.4 calculate a commuted sum to be paid to the District Council (or such other body as the District Council may elect) in lieu of providing the Affordable Housing Units on the Site such commuted sum shall be calculated in accordance with the District Council's policies as are applicable at the time of the calculation; PROVIDED THAT
- 2.11.5 any commuted sum payment received by the District Council (or such other body as the District Council may elect) shall be ring-fenced and shall be used for investment in Affordable Housing within the Mid Suffolk district;
- 2.11.6 upon the commuted sum payment being received by the District Council (or such other body as the District Council may elect) the provisions of this Third Schedule shall no longer be applicable in respect of those Dwellings that were the Affordable Housing Units and the Owner shall be free to dispose of said Dwellings as Market Housing Units

PART 3

3 OPEN SPACE

- 3.1 The Owner shall provide the Open Space for a Phase in accordance with the approved Open Space Scheme for that Phase as agreed pursuant to paragraph 1.2 of Part 1 of this Third Schedule
- 3.2 Before implementing the Open Space Scheme for a Phase the Owner shall notify the District Council whether the Owner intends to transfer the Open Space for that Phase to a Management Company or to the Public Body
- 3.3 In the event that the Owner decides to transfer the Open Space on a Phase to a Management Company because either it so wishes to do so or because the Public Body does not wish to be responsible for the future maintenance of the Open Space in perpetuity on that Phase then the Owner shall obtain the District Council's written approval of details of the proposed Management Company its corporate structure directors and officers (where known) and the mechanism of funding the Management Company demonstrating that the proposed Management Company can carry out the management and maintenance of the Open Space on that Phase which may for the avoidance of doubt include obligations on each purchaser of an individual Dwelling on that Phase to become a member of the Management Company and to pay a fair proportion of the costs of maintaining the Open Space on that Phase
- 3.4 Following the provision of the Open Space on a Phase in accordance with the Open Space Scheme for that Phase the Owner shall thereafter maintain the Open Space on that Phase in accordance with the approved Open Space Scheme for that Phase until such time as an Open Space Transfer to the Management Company or the Public Body has been completed in accordance with this Deed and the Open Space Scheme for that Phase

- 3.5 The Owner shall complete an Open Space Transfer for the Open Space on each Phase to the Management Company or Public Body (if it has been decided that the Management Company or Public Body shall maintain the Open Space) for that Phase no later than 12 months of Occupation of the final Dwelling on that Phase and in the event that the Owner decides to transfer the Open Space on that Phase to the Management Company the Owner shall also make suitable arrangements to the reasonable satisfaction of the District Council for the continued maintenance of the Open Space on that Phase in the event of the Management Company going into liquidation or otherwise becoming insolvent

PART 4

4 SKYLARK MITIGATION

- 4.1 The Owner covenants not to Commence the Development until the Skylark Mitigation Scheme has been submitted to and approved by the District Council

- 4.2 The Owner covenants to maintain the Skylark Mitigation Scheme and ensure provision of the four Skylark plots secured through the Skylark Mitigation Scheme for at least 10 years from the date the four Skylark plots are provided or first Occupation of the first Dwelling (whichever is the earlier).

PART 5

5 COMMUNITY HALL SITE RESERVATION

5.1 Subject to the provisions of paragraph 5.3 of this Part 5 to the Third Schedule below to reserve the Community Hall Site for a period of two years from the date of the Planning Permission

5.2 In the event that the District Council elects to take a transfer of the Community Hall Site from the Owner or the District Council is able to agree terms with a suitable purchaser of the Community Hall Site for community and public purposes (which may for the avoidance of doubt include uses under D1 of the Use Classes Order 1987) the District Council shall notify the Owner in writing and the Owner shall be required to transfer the Community Hall Site for consideration to be agreed and on the following terms to be included in the relevant transfer: -

(a) the land comprising the Community Hall Site will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations rights easements and other matters contained and referred to in the epitome of title or registered title to the Site;

(b) vacant possession of the Community Hall Site shall be given on the date of the transfer in accordance with the provisions of this Deed; and

(c) a restrictive covenant that the Community Hall Site shall not be used other than for the intended purposes of the purchaser as set out in paragraph 5.2 of this Part 5 to the Third Schedule above and that no development shall be carried out on the Community Hall Site unless it is for such purposes.

5.3 In the event that the District Council does not serve notice within the period set out in paragraph 5.1 of this Part 5 to the Third Schedule above

or if following service of such notice and following the use of reasonable and commercially prudent endeavours the Owner is unable to complete the transfer of the Community Hall Site to the District Council or nominated purchaser within the period set out in paragraph 5.1 of this Part 5 to the Third Schedule above the following provisions shall apply:

- 5.3.1 the Owner shall submit an Open Space Scheme for the Community Hall Site within 3 months following expiry of the period set out in paragraph 5.1 save that the Open Space Scheme shall include details for the timing of delivery of the Open Space and a transfer to either a Public Body or Management Company (if proposed);
- 5.3.2 the Owner shall implement the approved Open Space Scheme for the Community Hall Site in accordance with the approved details pursuant to paragraph 5.3.1 of this Part 5 to the Third Schedule above and ensure that such Open Space is maintained to the reasonable satisfaction of the District Council until such time as it may be transferred to either a Public Body or Management Company; and
- 5.3.3 the provisions of paragraphs 3.3 and 3.5 of Part 3 to the Third Schedule shall then apply to any transfer of the Open Space to be provided on the Community Hall Site.

FOURTH SCHEDULE

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

PART I

1. PRIMARY EDUCATION CONTRIBUTION

The Owner hereby covenants with the County Council to pay the Primary Education Contribution to the County Council as follows:

- 1.1. Fifty percent (50%) of the Primary Education Contribution to be paid prior to first Occupation of the first Dwelling and;
- 1.2. Not to allow first Occupation of the first Dwelling to take place prior to payment of fifty percent (50%) of the Primary Education Contribution;
- 1.3. Fifty percent (50%) of the Primary Education Contribution to be paid prior to first Occupation of the 40th Dwelling and;
- 1.4. Not to allow first Occupation of the 40th Dwelling to take place prior to the payment of the remaining fifty percent (50%) of the Primary Education Contribution

2. SECONDARY SCHOOL TRANSPORT CONTRIBUTION

The Owner hereby covenants with the County Council to pay the Secondary School Transport Contribution to the County Council as follows:

- 2.1. Fifty percent (50%) of the Secondary School Transport Contribution to be paid prior to first Occupation of the first Dwelling and;
- 2.2. Not to allow first Occupation of the first Dwelling to take place prior to payment of fifty percent (50%) of the Secondary School Transport Contribution;
- 2.3. Fifty percent (50%) of the Secondary School Transport Contribution to be paid prior to first Occupation of the 40th Dwelling and;

- 2.4. Not to allow first Occupation of the 40th Dwelling to take place prior to the payment of the remaining fifty percent (50%) of the Secondary School Transport Contribution

FIFTH SCHEDULE

DISTRICT COUNCIL'S COVENANTS

The District Council hereby covenants with the Owner as follows:

1. The District Council will issue the completed Planning Permission on or within seven (7) Working Days of the date of this Deed
2. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
3. Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.
4. The District Council will hold any sums payable under this Deed in an interest-bearing account and at the end of ten (10) years from the date of receiving the payment the District Council shall return to the party who made the payment all money in that account which has not been spent on the intended purpose as specified in this Deed
5. The District Council shall use reasonable endeavours to respond to the Owner's submission of the Open Space Scheme within twenty one (21) Working Days of receipt

SIXTH SCHEDULE

COUNTY COUNCIL'S COVENANTS

1. PRIMARY EDUCATION CONTRIBUTION

- 1.1 The County Council covenants to use or pass on to a third party the Primary Education Contribution for the delivery of a new Primary School serving the Development
- 1.2 Subject to paragraph 1.3 of this Sixth Schedule of this Deed the County Council shall if requested to do so in writing after the expiry of ten (10) years from the date that the final payment of the Primary Education Contribution was paid within a further period of one (1) year pay to any person such amount of the Primary Education Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued on the amount to be repaid at the Bank of England Base Rate minus 2 base points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.002% then no interest shall be payable for that period.. Such payment shall be made within twenty-eight (28) Working Days of such request
- 1.3 Where the County Council has transferred the Primary Education Contribution received under Part 1 of the Fourth Schedule of this Deed to a third party, the period of twenty-eight (28) Working Days set out in paragraph 1.2 of this Sixth Schedule shall only commence following receipt by the County Council from the third party of any amount of the Primary Education Contribution which has not been committed or expended by the third party.
- 1.4 Subject to paragraph 1.5 of this Sixth Schedule if the Primary Education Contribution paid to the County Council pursuant to this

Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent or committed to

- 1.5 Where the County Council has transferred the Primary Education Contribution received under Part 1 of the Fourth Schedule of this Deed to a third party, the County Council shall not be required to comply with paragraph 1.4 of this Sixth Schedule until the County Council has received from the third party full details of what the said monies were spent on or committed to by the third party whereafter such notice required by paragraph 1.4 of this Sixth Schedule shall be provided by the County Council within twenty-eight (28) Working Days of receipt of full details from the third party

SEVENTH SCHEDULE

PART 1

[AFFORDABLE RENT AND SHARED OWNERSHIP TENURE]

THIS DEED OF NOMINATION RIGHTS is made the day of 201X

BETWEEN:

- (1) [] whose registered address is at [] ('the RP') and
- (2) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road Ipswich Suffolk, IP1 2BX ('the Council')

1. Definitions

In this Deed:

- 1.1 'Affordable Housing' means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market
- 1.2 'Affordable Housing Unit' means the thirty (30) Dwellings which shall be Affordable Housing to be provided on the Property and which dwelling shall be occupied by persons allocated in accordance with a Choice Based Lettings Scheme and the Government's Help to Buy scheme through the approved Home Buy agent for Suffolk, to which the Council is a party or otherwise nominated by the Council pursuant to this deed of nomination rights as varied from time to time and Affordable Housing Unit shall be construed accordingly
- 1.3 'Affordable Rent' means housing made available by a Registered Provider as low-cost rent accommodation (as defined by the Housing

and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent open market rent inclusive of any service charges applicable

- 1.4 'Chargee' means any mortgagee or chargee of the RP or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
- 1.5 'Chargee's Duties' means the tasks and duties set out in Clause 10.4 of this Deed.
- 1.6 'Gateway to Homechoice' means the Greater Haven Gateway sub-regional Choice Based Lettings system
- 1.8 'Initial Let' means the first tenancy of the newly constructed and previously unoccupied Affordable Housing Unit
- 1.9 'Local Connection Criteria' means an individual who immediately before taking up occupation of the Affordable Housing Unit
 - 1.9.1 had his only or principal home in the district of Mid Suffolk for a continuous period of not less than two (2) years and in the event that there are no or insufficient individuals qualifying under this sub-paragraph then the choice of person shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-paragraphs
 - 1.9.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than two (2) years in the district of Mid Suffolk and wishes to be near that relative or
 - 1.9.3 is employed in the district of Mid Suffolk on the date of the consideration of the individual's entitlement for the Affordable Housing Unit and has been continuously so employed for two (2) years
 - 1.9.4 who during the period commencing from the date on which the Affordable Housing Unit to which such individual is eligible pursuant to this sub-paragraph becomes available (for the

purposes of this sub-paragraph called the "Availability Date") can provide satisfactory written evidence to the Council of his or her former residency in the district of Mid Suffolk for either (i) six (6) months out of the preceding twelve (12) months or (ii) three (3) years out of the preceding five (5) years and in either case such period of former residency shall end with the Availability Date

- 1.10 'Nomination List' means the Gateway to Homechoice Short List produced in accordance with the Gateway to Homechoice SLA
- 1.11 'Nominee' means a person named on the Gateway to Homechoice Short List who satisfies the Local Connection Criteria and is verified by the Council as best meeting the criteria for the Affordable Housing Unit in respect of which the RP is to select a person from the Nomination List and offer a Tenancy Agreement
- 1.12 'Practical Completion' means issue of a certificate of practical completion by the RP's surveyor or in the event that the Affordable Housing Unit is constructed by a party other than the RP the issue of a certificate of practical completion by that other party's surveyor
- 1.13 'Property' means the land and dwelling at Pretyman Avenue Bacton Suffolk shown edged red on the plan annexed
- 1.14 'Protected Tenant' means any Nominee who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or the right to buy or the preserved right to buy pursuant to the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of the Affordable Housing Unit
- 1.15 'Registered Provider' means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept by Homes England under Chapter III of that Act
- 1.16 "Service Level Agreement" means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the RP and Others (1) and the Council and Others (2)

- 1.17 'Shared Ownership Dwelling' means an Affordable Housing Unit to be let on a Shared Ownership Lease in accordance with the terms as set out in Homes England's capital funding guide or any other such guidance as shall replace it
- 1.18 'Shared Ownership Lease' means a lease or sub-lease of an Affordable Housing Unit granted at a premium whereby up to 75% of the Open Market Value on first purchase of the legal and equitable interest in the Affordable Housing Unit is paid by the tenant upon completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 100% of the legal and equitable interest in the Affordable Housing Unit at some future date or dates and which lease shall allow a rent to be charged on the remainder of the equitable interest not purchased such rent not to exceed an annual sum calculated at 2.75% of the value of the equity retained by the Registered Provider at the date of the grant of the Shared Ownership Lease or such other figure permitted by Homes England from time to time.
- 1.19 'Tenancy Agreement' means an assured or assured shorthold tenancy agreement (or any form of residential tenancy prescribed by statute in substitution or in addition to those) in a form prepared by the RP and containing terms which accord with the form of tenancy agreement being used by the RP from time to time for its general lettings
- 1.19 'Vacancy Notice' means a written notice (in a form to be agreed between the Council and the RP and given by the RP to the Council within five (5) weeks from the date of this Deed) the function of such notice being the notification to the Council by the RP of the expected date on which the construction and fitting out of the Affordable Housing Unit will be complete
- 1.20 'Void' means the Affordable Housing Unit is vacant otherwise than as a result of the tenant having:
- 1.20.1 moved to other accommodation either by transfer or decant provided by the RP

1.20.2 moved to other accommodation under a reciprocal arrangement provided by another Registered Provider

1.20.3 vacated and moved to other accommodation as a consequence of the tenant having accepted a mutual exchange which provides such tenant with accommodation elsewhere

1.19 'Void Notice' means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five (5) weeks from the date of this Deed) the function of such a notice being the notification to the Council of a Void

2 Enabling Provisions

This Deed is made pursuant to the Local Government Act 1972 Section 111 and all other enabling powers

3 Procedure

The parties agree that the Service Level Agreement procedure to which they are signatories and the Local Connection Criteria shall apply to the nomination of persons in respect of the Affordable Housing Unit

3.1 Initial let

The Association hereby grants the Council Nomination rights for 100% of the initial lets and thereafter 75% for voids in relation to the Affordable Rented Dwellings. In relation to the Initial Let of the Affordable Housing Unit the following provisions shall apply

3.1.1 The RP shall give the Council not less than four (4) months' written notice of the date when the Affordable Housing Unit will be ready for occupation

3.1.2 The RP shall serve a Vacancy Notice upon the Council in respect of the Affordable Housing Unit not earlier than four (4) months prior to the Affordable Housing Unit becoming available for occupation

3.2 Voids

Should the Affordable Housing Unit become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then and in each case the Gateway to Homechoice SLA procedure shall apply

4. Supplemental provisions relating to allocating Initial Let and Voids

4.1 Where there are two or more applicants applying to occupy the Affordable Housing Unit the Local Connection Criteria set out in clause 1.9 of this Deed and thereafter subject to clause 4.2 of this Deed preference must be given to the applicant/s who have the highest housing need according to Mid Suffolk District Council's current allocations policy

4.2 If the Affordable Housing Unit is designed or adapted for people with disabilities or in need of level access then such dwelling may be first offered to a person or persons with disabilities or level access needs who require such accommodation even where such person(s) have a lesser Local Connection under clause 1.9 of this Deed than someone who does not have disabilities or level access need

5. RP covenants

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies

5.1 To ensure the Affordable Housing Unit comprised within the Property is used as an Affordable Housing Unit

5.2 To ensure that the Affordable Housing Unit is let on the basis of a Tenancy Agreement at an Affordable Rent and it is retained and managed by a Registered Provider in accordance with the objectives of such Registered Provider

5.3 To construct the Affordable Housing Unit in accordance with Level 1 of the Housing Standards Review Technical Guidance March 2015

6. Alteration of lists

The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

7. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served two (2) working days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

8 Transfer to other Registered Provider

The RP shall use reasonable endeavours to ensure that any Registered Provider to which the Property and the Affordable Housing Unit erected thereon is transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar Deed mutatis mutandis with the Council and Gateway to Homechoice simultaneously on completing the transfer of the Property

9 Disputes

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

10 Agreements and declarations

The parties agree:

10.1 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers

10.2 The obligations and covenants contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

10.3 From the date of Practical Completion the Affordable Housing Unit shall be let in accordance with the terms of this deed save that the obligations and restrictions contained in this deed shall not be binding on:

10.3.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from a Protected

Tenant or any successor in title thereto and their respective mortgagees and chargees; or

10.3.2 any Chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duties; or

10.3.3 any mortgagee and any purchaser from a mortgagee of the Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to either of them.

10.4 The Chargee shall prior to seeking to dispose of the Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge give not less than two (2) months' prior notice to the Council of its intention to dispose and:

10.4.1 in the event that the Council responds within one (1) month from receipt of the Chargee's notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard it as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the Chargee

10.4.2 if the Council does not serve its response to the Chargee's notice within the said period of one (1) month contained in clause 10.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this deed.

10.4.3 if the Council cannot within two (2) months of the date of service of its response under clause 10.4.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 10.4 the Chargee shall be entitled to dispose free of the restrictions set out in this deed PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under its charge or mortgage and that the Council shall give full

consideration to protecting the interest of the Chargee in respect
of moneys outstanding under its charge or mortgage

AS WITNESS whereof the parties have executed this Instrument as a Deed
hereto the day and year first above written

[Attestation provisions]