

DATED

1st September

2020

BABERGH DISTRICT COUNCIL (1)
SUFFOLK COUNTY COUNCIL (2)
PETER GEORGE WATSON and SARAH JANE WATSON (3)

**PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990**

Relating to land at Brantham Place Church Lane Brantham Suffolk

Shared Legal Service
West Suffolk House
Western Way
Bury St Edmunds
Suffolk
IP33 3YE
BM31.47 DC/18/05177

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THIS DEED IS MADE THE 1st DAY OF September 2020

BETWEEN

- (1) **BABERGH DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("The District Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX
- (3) **PETER GEORGE WATSON** and **SARAH JANE WATSON** of Brantham Place Church Lane Brantham Suffolk CO11 1QA ("The Owner")

Together "the Parties"

WHEREAS

- (1) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated and by whom the obligations in this Deed are enforceable.
- (2) The County Council is the local highway authority (except for trunk roads) and is also a local planning authority for the purposes of the Act for the area in which the Land is situated and by whom the County Council obligations in this Deed are enforceable
- (3) The Owner is the freehold owner of the Land and details of ownership and other interests in the Land are provided in the First Schedule.
- (4) The District Council and the County Council enter into this Deed so that the requirements of their respective 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 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.
- (5) 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 in Regulation 122 of the Regulations.

NOW THIS DEED WITNESSES AS FOLLOWS

1. Definitions

1.1 In this Deed the following expressions shall have the following meanings:

“Act”	means the Town and Country Planning Act 1990.
“Affordable Housing”	subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market in accordance with Annexe 2 of the National Planning Policy Framework 2019
“Affordable Housing Contribution”	means the sum calculated in accordance with the District Council's affordable housing policies in place at the time to be paid to the District Council to spend on Affordable Housing within the administrative district of the District Council in the event that the Owner is unable to dispose of the Affordable Housing in accordance with the Second Schedule. For the avoidance of doubt this can include purchase of land or existing open market dwellings to be used for Affordable Housing
“Affordable Housing Nomination Agreement”	an agreement substantially in the form set out in the Fourth 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 “Nomination Agreement” shall have the same meaning
“Affordable Housing Units”	means seven (7) of the Dwellings to be provided on the Land pursuant to the Planning Permission to be Occupied as Affordable Housing in accordance with the Affordable Housing Scheme of which five (5) shall be provided for Affordable Rent and shall be Occupied by persons allocated in accordance with a Choice Based Letting Scheme to which the District Council is a party or otherwise nominated by the District Council pursuant to the deed of nomination rights as varied from time to time and the two(2) remaining shall be provided for Shared Ownership and shall be Occupied

	by persons in accordance with the Government's Help to Buy Scheme (or any subsequent scheme)
"Affordable Rent"	means housing made available by a Registered Provider as low-cost rental accommodation (as defined by section 69 of the Housing and Regeneration Act 2000) with a rent charged at a level up to 80% of the equivalent market rent including any service charges applicable
"Application"	means the application for full planning permission to develop the Land in accordance with the application plans and other materials deposited with the District Council validated on 3 December 2018 and bearing the District Council's reference number DC/18/05177
"BCIS Index"	means 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 Parties hereto.
"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 or housing administrator pursuant to section 101 of the Housing and Planning Act 2016
"Chargee's Duty"	The tasks and duties set out in paragraphs 2.7 of Part 2 of Schedule 2
"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 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
"Commencement Date"	means the date on which Commencement of Development occurs.
"Commencement of Development"	means 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 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 contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Completion of Development"	means the date that the last Dwelling to be Occupied is first occupied

"Development"

means the development of the Land by erecting fifteen (15) new dwellings and converting an existing dwelling into six (6) apartments and associated development as described in the Application.

" Drawing"	Means Drawing No, 293160-971 attached to this Deed as Annex B for the purpose of identifying the Public Open Space Land
"Dwelling"	means a dwelling (including a house flat or bungalow (and including both Market Housing Units and Affordable Housing Units) to be constructed on the Land pursuant to the Planning Permission and "Dwellings" shall be construed accordingly.
' Footpath Contribution"	The sum of twenty-five thousand pounds (£25,000) indexed by the BCIS to be paid by the Owner to the County Council for repairs improvements and associated costs including officers time to the footpath identified as PROW16 on the County Council's Definitive Map of Public Rights of Way
"Habitat Sites"	means those sites on the Suffolk Coast which would be included within the definition at regulation 8 of the Conservation of Habitats and Species Regulations 2017 for the purpose of those regulations
"Habitat Sites Mitigation Calculation "	the sum of one hundred and twenty-one pounds and eighty-nine pence (£121.89) £121.89 multiplied by the total number of new Dwellings proposed pursuant to the Planning Permission to calculate the Habitats Sites Mitigation Contribution
'Habitat Sites Mitigation Contribution"	means the sum of two thousand four hundred and thirty even pounds and eighty pence (£2,437.80) (Index Linked) calculated using the Habitat Mitigation Contribution Calculation to be paid by the Owner to the District Council as a contribution towards the impact of development on the Habitats Sites

<p>“HE”</p>	<p>means Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers</p>
<p>“Interest”</p>	<p>means interest at four (4) per cent above the base lending rate of the Bank of England from time to time</p>
<p>“Land”</p>	<p>means the land described in the First Schedule and shown edged red for identification purposes only on the Plan against which this Deed may be enforced</p>
<p>“Market Housing Units”</p>	<p>those Dwellings which are general market housing for sale or rent on the open market and which are not Affordable Housing Units</p>

' Nominated body ‘

means the District Council or a Parish Council or a Management Company or any other person or organisation approved by the District Council as transferee of the Public Open Space Land

“Occupation”

in relation to the Land as a whole means occupation of the Land for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out, decoration, marketing, display, or security operations and in relation to individual Dwellings means the registration of a Dwelling as occupied with the District Council's Council Tax department. “Occupy” and “Occupied” shall be construed accordingly.

“Plan”

means the plan attached as Annex A.

“Planning Permission”

means the full planning permission subject to conditions which may be granted by the District Council or by the Planning Inspectorate upon appeal in respect of the Application and which for the avoidance of doubt encompasses any modification to a planning permission which is permitted upon the grant of an application for a Non Material Amendment pursuant to Section 96A of the Act.

“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

" Public Open Space Land "

the land to be used for the provision of public open space within the development identified in the Drawing

" Public Open Space Scheme"

A written scheme for the provision and future management of public open space on the Land and within the development to include 3 park benches three other benches and bark footpaths through the wooded area which is to be provided through the development

"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 the Regulator of Social Housing pursuant to Chapter 3 of that Act and for the avoidance of doubt the District Council may be the Registered Provider and "Registered Providers" shall be construed accordingly

"Shared Ownership"

dwelling 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 HE's capital funding guide

"Shared Ownership Lease"

a long lease (over 99 years) of a dwelling granted at a premium whereby not less than twenty-five percent (25%) and no more than seventy percent (70%) on first purchase of the equitable interest in the Shared Ownership dwelling is paid by a lessee 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 lessee to acquire up to one hundred percent (100%) of the legal and equitable interest in the Shared Ownership dwelling at some future date or dates

"Working Days"

means any day which is not a Saturday, a Sunday, a bank or public holiday in England.

2. Interpretation

- 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. Headings are for reference only and shall not affect the interpretation of this Deed.
- 2.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4. Words of the masculine gender include the feminine and neuter genders.
- 2.5. Words denoting actual persons include companies, corporations and firms and all such words shall be constructed as interchangeable in that manner. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 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 the County Council the successors to their respective statutory functions.
- 2.7. A reference to "writing" or "written" excludes fax and email.
- 2.8. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.9. An obligation on a party not to do something includes an obligation not to allow that thing to be done by another person.

- 2.10. Any reference to an Act of Parliament or Statutory Instrument shall include any modification, extension or re-enactment of that Act or Instrument 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 Instrument or deriving validity from it.
- 2.11. References to a "Plan" or "Drawing" in this Deed shall be reference to the plans attached to this Deed bearing the relevant plan number of any amended plans as shall be agreed in writing between the Owner the District Council and the County Council.
- 2.12. Where this Deed requires a plan, scheme, strategy or other document to be submitted to the District Council or the County Council for approval or agreement then upon written approval being given by the District Council or the County Council (as appropriate) 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, scheme, strategy or other document.
- 2.13. None of the covenants contained in this Deed on the part of the Owner (save those obligations restricting occupation of the Dwellings in the Second Schedule) shall be enforceable against:
- 2.14. Those persons who purchase (including purchasers by way of a long lease) any Dwelling for occupation by themselves or their tenants or members of their household;
or
- 2.15. Any statutory undertaker who acquires any part of the Land or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

3. Legal Basis

3.1 This agreement is a Deed and is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 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 and the County Council (as appropriate) as local planning authorities against the Owner and the Owner's successors in title.

4. Consent to Enter Deed

- 4.1 The Owner covenants and warrants to the District 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 Land whose consent is necessary to make this Deed binding on the Land and all estates and interests therein.

5. Third Parties

No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 and any such rights that arise pursuant to the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

6. Conditionality

- 6.1 This Deed shall take effect on the date that it is completed but performance of the planning obligations contained in this Deed at Clause 7 and 8 and the Schedules apart from the obligations to give notice prior the Commencement of Development are conditional upon the grant of the Planning Permission and the Commencement of Development.
- 6.2 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:
- 6.2.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings;

- 6.2.2 if following the conclusion of such proceedings or challenge the Planning Permission is quashed this Deed will cease to have any further effect; and
 - 6.2.3 if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full.
- 6.3 Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used), the following provisions will apply:
- 6.3.1 proceedings by way of judicial review are concluded:
 - (a) when permission to apply for judicial review has been refused and no further application can be made;
 - (b) when the court has given judgment in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or
 - (c) when any appeal(s) is or are finally determined.
 - 6.3.2 proceedings under Section 288 of the Act are concluded:
 - (a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
 - (b) when any appeal(s) is or are finally determined

7. The Owner's Covenants

- 7.1. The Owner hereby covenants with the District Council as set out in the Schedule 2 and with the County Council as set out in Schedule 3 so as to bind the Land and each and every part thereof.

8. The District Council's and the County Council's Covenants

- 8.1. The District Council covenants with the Owner as detailed in Schedule 4
- 8.2. The County Council covenants with the Owner as detailed in Schedule 5

9. Local Land Charge

9.1. This Deed is a local land charge and upon completion shall be registered by the District Council as such.

9.2. The District Council shall effect the cancellation of all entries made in the register of local land charges in respect of this Deed upon the written request of the Owner (a) following the performance and satisfaction of all the obligations contained in this Deed or (b) on the determination of this Deed in accordance with clause 6

10. Indexation

10.1. All financial contributions payable to the District Council and the County Council as a result of this Deed shall be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable to be calculated in accordance with the following formula:

Amount payable = the figure specified in this Deed x (A/B) where

A = the figure for the BCIS Index that applied immediately preceding the date the payment is due and

B = the figure for the BCIS Index that applied when the BCIS Index was last published prior to the date of this Deed.

11. Interest

If any payment due from the Owner under this Deed is paid late, Interest will be payable on the sum due and shall accrue on a daily basis from the date the sum is due to the date of payment.

12. VAT

Each amount stated to be payable by any party to this Deed to another party to this Deed pursuant to this Deed is exclusive of any VAT properly payable.

13. Changes of Ownership

The Owner agrees with the District Council and the County Council to give written notice of any transfer in ownership of its freehold interest in the Land (save for disposals of individual Dwellings or to any statutory undertaker) occurring before all the obligations under this Deed have been discharged such notice to be served within twenty (20) Working Days' of such transfer quoting the District Council's reference DC/18/01577 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 Land purchased by reference to a plan and a copy of the registered title and plan thereto.

14. Approvals

- 14.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the District Council by the Professional Lead or officer acting under his hand or officer acting under his hand and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

15. Right of Entry

- 15.1. At all times on not less than twenty-four (24) hours' written notice (except in case of emergency) the Owner shall allow any employee or agent of the District Council entry to the Land for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

15.1.1. such employee or agent on arrival at the Land shall if requested by any person present who appears to be the Owner or 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 Land);

15.1.2. such entry shall be effected between 08:00 and 18:00 on any Working Day;

15.1.3. such employee or agent may be accompanied by such other persons as may be reasonably necessary;

15.1.4. such employee or agent may take photographs, measurements and levels;

15.1.5. such employee or agent may not remain on the Land for longer than is reasonably necessary for carrying out a proper inspection;

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

15.2. For the avoidance of doubt the provisions of this Clause 15 shall be in addition to and does not prejudice the powers conferred on the District Council by Sections 196A, 196B and 196C of the Act.

16. No 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.

17. Indemnity

The Owner hereby indemnifies the District Council and the County Council for any expenses or liability arising to the District Council and/or the County Council for any breach by the Owner of any obligation contained herein save the extent that any act or omission of the District Council the County Council their respective employees or agents has caused or contributed to such expenses or liability.

18. Confirmation of Discharge

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 the County

Council (acting reasonably) being 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.

19. Release

No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed occurring after it has parted with its entire interest in the Land or part of the Land to which the breach relates save for an interest arising only from the grant or reservation of an easement or similar right or the benefit of any restrictive covenant in the Land notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it

20. Determination

The obligations in this Deed except for Clause 26.1 shall cease to have effect insofar as it has not already been complied with if the Planning Permission:

- (a) expires;
- (b) is modified or revoked; or
- (c) is quashed following a successful legal challenge.

21. Severance

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.

22. Future Permissions

- 22.1. Subject to the remainder of this Clause 22 nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

22.2. In the event that any new planning applications are made in respect of the Development pursuant to Section 73 of the Act then with effect from the date that the new planning permission is granted pursuant to Section 73 of the Act:

22.2.1. the planning obligations in this Deed shall in addition to binding the Landin respect of the Planning Permission shall also bind the Landin respect of any planning permission granted pursuant to Section 73 of the Act; and

22.2.2. the definitions of "Application", "Development" and "Planning Permission" shall be assumed to include references to any applications under Section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this Clause 22 shall fetter the discretion of the District Council in determining any applications under Section 73 of the Act and the appropriate nature and/or quantum of planning obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act (whether by way of a new Deed or supplemental Deed pursuant to Section 106 of the Act or a modification pursuant to Section 106A of the Act).

23. Miscellaneous

23.1. 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 or regulations in the exercise of their function as local authorities.

24. DISPUTE RESOLUTION PROVISIONS

24.1. 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 an independent single Expert ("the Expert")

24.2. The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant under clause 24.1.

24.3. The Parties to the dispute shall jointly appoint the Expert not later than twenty (20) Working Days' after service of a request in writing by any Party to the dispute to do so

24.4. If the Parties to the dispute are unable to agree within twenty (20) Working Days' as to the appointment of such Expert then the Expert shall be appointed on the application of either of the Parties to the dispute as follows:

24.4.1. difference or question relates to the rights and liabilities of either Party to the dispute 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

24.4.2. 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

24.4.3. 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 by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or

24.4.4. if such difference of 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.

24.5. In the event of a reference to an Expert the Parties to the dispute agree to:

24.5.1. prosecute any such reference expeditiously; and

24.5.2. do all things or take all steps reasonably necessary in order to enable the Expert to make a final determination as soon as reasonably practicable and in any event within one (1) month of his appointment Provided That if the Expert fails to do so either Party to the dispute may apply to the President for the time being of the Institution of Law Society, Civil Engineers, Royal Institute of Chartered Surveyors or Royal Town Planning Institute (as appropriate) for a substitute to be appointed in which case the same procedure shall be repeated.

24.6. The Expert shall invite written representations from each of the Parties.

24.6.1 The Expert will have the power to consolidate proceedings or hold concurrent proceedings.

24.7. The findings of the Expert shall be in writing signed by the Expert.

24.8. The findings of the Expert shall be final and binding both on the Parties to the dispute except in the case of manifest, material error.

24.9. The Expert shall act as an expert and not as an arbitrator.

24.10. The costs of the Expert shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.

24.11. Unless this Deed has already been terminated each of the Parties to the dispute 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 24 but without prejudice to the rights and obligations of the Parties to the dispute in relation to the termination of the Deed.

24.12. Nothing in the provisions of this clause 24 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.

25. Notices

25.1. 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 25.2

25.2. 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 Chief Planning Officer, Babergh District Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure, Suffolk County Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The Owner	As detailed on the first page of this Deed

26. Legal Fees and Monitoring Fees

26.1 The Owner shall on completion of this Deed pay to the District Council and the County Council their reasonable legal costs together with any disbursements incurred in the negotiation, preparation, execution and completion of this Deed.

26.2 The Owner shall on completion of this Deed pay to the County Council its monitoring fee to the value of £412.00

27. Governing Law

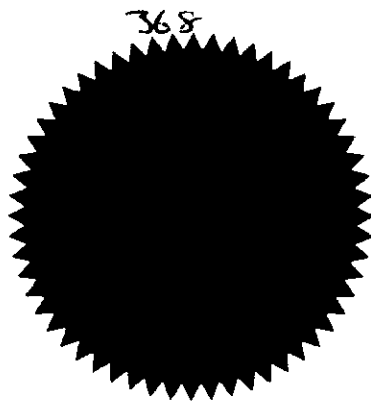
This Deed is governed by and interpreted in accordance with the law of England and the Parties submit to the non-exclusive jurisdiction of the courts of England

28. Delivery

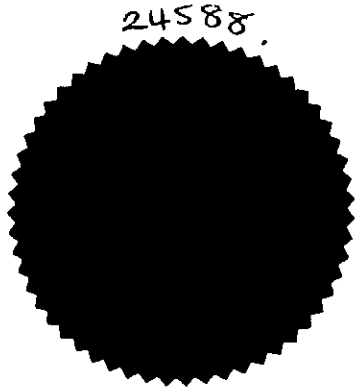
The provisions of this Deed (other than this clause which shall have immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written.

The Common Seal of)
Babergh District Council)
was hereunto affixed)
in the presence of)



The Common Seal of)
Suffolk County Council)
was hereunto affixed)
in the presence of)



Authorised Signatory
Executed as a Deed by
PETER GEORGE WATSON
in the presence of

)
)
)



[witness signature]

Toby Lewis

[witness full name]

Winstan Park, Winstan

[witness address]

Executed as a Deed by
SARAH JANE WATSON
in the presence of

)
)
)



[witness full name]

As above

.....

[witness address]

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SCHEDULE 1
LAND AND OWNERSHIP

1. Description of the Land

- 1.1. All that freehold land known as land at Brantham Place Church Lane Brantham Suffolk CO11 1QA and registered at HM Land Registry with title number SK208994

2. Interests

- 2.1. The Owner is the freehold owner of the land.
- 2.2. The land is not subject to any mortgage or other charge or encumbrance

SCHEDULE 2
COVENANTS BETWEEN THE OWNER AND THE DISTRICT COUNCIL

The Owner for themselves and their successors in title to the Land covenant as follows

Part 1 - Notices

- 1.1 To give to the District Council prior written notice of the Commencement Date
- 1.2 To give to the District Council not less than two (2) months written notice of the anticipated date for the first Occupation of the first Dwelling to be Occupied.
- 1.3 To give to the District Council not less than seven (7) days written notice following:
 - 1.3.1 the date the first Dwelling to be Occupied is Occupied for the first time;
 - 1.3.2 the date the eleventh Market Housing Unit is first occupied and
 - 1.3.3 Completion of Development.

2. AFFORDABLE HOUSING

Owner's obligation to construct Affordable Housing Units

- 2.1 Having given notice under paragraph 1.1 of this Schedule 2 the Owner shall use its best endeavours to agree with the District Council on the identity of the Registered Provider [or another body to which the Affordable Housing Units are to be transferred]. The Owner may Commence Development while this process is ongoing but if no agreement has been reached at the expiration of the period of four (4) months following the Commencement Date the District Council shall be entitled to nominate a Registered Provider [or another appropriate body for the purpose which for the avoidance of doubt shall include the District Council itself].
- 2.2 In the event that no Registered Provider or other appropriate body can be identified pursuant to paragraph 2.1 of this Schedule 2, or in other exceptional circumstances, the District Council may, in its absolute discretion, accept an Affordable Housing Contribution in settlement of the Owner's obligation to provide Affordable Housing on

the Land. The District Council shall use any payment received pursuant to this paragraph towards the provision of Affordable Housing in the Babergh District.

2.3 The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission to a standard of construction which meets the Nationally Described Space Standard from time to time in place and to the specifications detailed in the table

<i>Type of dwelling</i>	<i>Size</i>	<i>Number of Bedrooms</i>	<i>Tenure</i>	<i>Number of dwellings</i>
House	100 square metres	3	Affordable Rent	1
Bungalow	58 square metres	1	Affordable Rent	2
House	80 square metres	2	Affordable Rent	1
House	79 square metres	2	Affordable Rent	1
House	100 square metres	3	Shared Ownership	1
House	84 square metres	2	Shared Ownership	1

2.4 The Owner shall not Occupy or permit Occupation of more than eleven (11) of the Market Housing Units until all of the Affordable Housing Units have been constructed and are ready for Occupation and have been transferred to the Registered Provider.

Future use of Affordable Housing Units

2.5 The Owner covenants that any transfer of land on which any of the Affordable Housing Units has been constructed to a Registered Provider shall be:

2.5.1 with vacant possession;

2.5.2 free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);

2.5.3 subject to a grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;

2.5.3 subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation use, maintenance and management of the Development;

2.5.4 subject to a covenant to enter into a nomination agreement substantially in the form of the draft Nomination agreement at Schedule 6 of this Deed within three (3) months the date of the land is transferred from the Owner to the Registered Provider;

2.5.5 subject to a covenant that the Registered Provider shall include a pre-emption provision in its own favour in any transfer of an Affordable Housing Unit from the said Registered Provider to the owner or tenant of an Affordable Housing Unit; and

2.5.6 subject to a covenant that the Registered Provider shall use all capital receipts from the sale of Affordable Housing Units [and from the purchase by a tenant of shares in a Shared Ownership Unit between eighty (80) and one hundred (100) per cent of the equity in the property] only for the purpose of providing Affordable Housing.

2.6 The obligations and restrictions contained in paragraph 2.5 of this Schedule 2 shall not bind:

2.6.1 a Chargee who has complied with the provisions of paragraph 2.7 of this Schedule 2;

2.6.2 any purchaser of an Affordable Housing Unit under the Right to Acquire or Right to Buy schemes;

2.6.3 any Affordable Housing Unit purchased by a tenant through Social Homebuy funded pursuant to Section 19(3) Housing and Regeneration Act 2008 or a voluntary grant scheme pursuant to Section 21 Housing Act 1996 or any replacement of said schemes;

2.6.4 a leaseholder of a Shared Ownership Unit who has exercised their right under a Shared Ownership Lease to acquire 100% of the equity in their property; or

2.6.5 any person or body deriving title through or from any other parties mentioned in this paragraph 2.6.

Chargee's Duty in relation to Affordable Housing Units

2.7 Any Chargee shall prior to seeking to dispose of any Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge give prior written notice to the District Council of its intention to dispose.

2.7.1 If notice is given pursuant to paragraph 2.7 of this Schedule the following provisions shall apply:

2.7.2 In the event that the District Council responds within one (1) month from receipt of a notice given pursuant to this paragraph 2.7 and indicates that (a) arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard it/them as Affordable Housing Unit(s) and (b) that such a transfer would take place within two (2) months from the District Council's response under this subparagraph then the Chargee shall co-operate with the District Council and shall make reasonable arrangements and use reasonable endeavours to secure such a transfer.

2.7.3. If the District Council does not respond to a notice given pursuant to paragraph 2.7 within one (1) month then the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the restrictions set out in paragraph 2.5 of this Schedule 2 which shall cease to apply to the Affordable Housing Unit(s) concerned from the time the disposal completes.

2.7.4 If the District Council has responded in accordance with paragraph 2.7.2 but cannot secure the transfer therein described within two (2) months of its response then provided the Chargee has complied with its obligations in this Schedule the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free of the restrictions set out in paragraphs 2.5 which shall cease to apply to the Affordable Housing Unit(s) from the time the disposal completes.

2.7.5 For the avoidance of doubt the rights and obligations in paragraphs 2.6 and 2.7 shall not require a Chargee to act contrary to its duties and rights under the charge or mortgage and the District Council must give reasonable consideration to protecting the

interests of the Chargee in respect of monies outstanding under the charge or mortgage.

3. HABITATS SITES MITIGATION CONTRIBUTION

3.1 To pay the Habitats Sites Mitigation Contribution to the District Council within twenty-eight (28) days of Commencement of Development

3.2 Not to cause or permit Occupation of any Dwelling until the Habitats Sites Mitigation Contribution has first been paid to the District Council

3.3 In the event that the Habitats Sites Mitigation Contribution remains unpaid twenty-eight (28) days after the Commencement Date, Interest will be payable from the date that the sum fell due until the date of actual payment

4. PUBLIC OPEN SPACE

4.1 To submit the Public Open Space Scheme to the District Council before the commencement of development

4.2 Not to commence development until the Public Open Space Scheme has been approved in writing by the District Council

4.3 To prepare and lay out the Public Open Space Land in accordance with the Planning Permission and the Open Space Scheme

4.4 To keep the Public Open Space Land open to the public at all times

4.5 To maintain the Public Open Space Land strictly in accordance with the Public Open Space Scheme and the Planning Permission until such time as the Public Open Space Land has been transferred in accordance with Clause 4.6 below

4.6 If required to do so by the Open Space Scheme to transfer the Public Open Space land to a nominated body for a consideration of one pound (£1) on the date required by the Open Space Scheme and in any event no later than one year after the completion of development

SCHEDULE 3
COVENANTS BETWEEN THE OWNER AND THE COUNTY COUNCIL

The Owner for themselves and their successors in title to the Land covenant as follows

1. To give to the County Council prior written notice of the commencement date
2. To give to the County Council not less than two (2) months written notice of the anticipated date for the occupation of the first dwelling
3. To pay the Footpath Contribution to the County Council before Occupation of the first dwelling
4. Not to cause or permit Occupation of any Dwelling until the Footpath Contribution has first been paid to the County Council
5. In the event that the Footpath Contribution remains unpaid twenty-eight (28) days after the Occupation of the first dwelling Interest will be payable from the date that the sum fell due until the date of actual payment

SCHEDULE 4

DISTRICT COUNCIL'S COVENANTS

1. In the event an Affordable Housing Contribution is paid to the District Council to use the monies for the provision of Affordable Housing within the administrative area of the Babergh District Council
2. The District Council shall if requested to do so in writing after the expiry of ten (10) years of the date that an Affordable Housing Contribution was paid pay to any person such amount of the Affordable Housing Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the District Council in accordance with the provisions of this Deed such payment to be made within one (1) month of such request
3. If the Affordable Housing Contribution paid to the District Council pursuant to this Deed has been spent or committed the District Council shall upon written request by the Owners after the expiry of ten (10) years of the payment of that sum within a further period of one (1) month notify the Owners that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to
4. To use the Habitat Mitigation Contribution towards the impact of development on the Stour and Orwell Estuaries Special Protection Area
- 5.. The District Council shall if requested to do so in writing after the expiry of five (5) years of the date that the Habitat Mitigation Contribution was paid within a further period of one (1) year pay to any person such amount of the Habitat Mitigation Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the District Council in accordance with the provisions of this Deed such payment to be made within one (1) month of such request
6. When the Habitat Mitigation Contribution is paid to the District Council pursuant to this Deed has been spent or committed the District Council shall upon written request by the Owners after the expiry of five (5) years of the payment of that sum within a further period of one (1)

month notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

7. At the written request of the Owner the District Council shall provide written confirmation of the discharge off the obligations in this Deed when satisfied that such obligations have been performed

SCHEDULE 5

COUNTY COUNCIL'S COVENANT

The County Council shall if requested to do so in writing after the expiry of ten (10) years from the date that the Footpath Contribution has been paid in full within a further period of one(1) year pay to any person such amount of the Footpath Contribution paid by that person in accordance with the provisions of this Deed such amount of the Footpath Contribution which has not been committed or expended in accordance with the provisions of this Deed together with any interest

pursuant to this deed of nomination rights as varied from time to time and Affordable Housing Units 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 market rent inclusive of service charges or the local housing allowance rate
- 1.4 **'Chargee'** for the purposes of this Nominations Agreement means 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 or housing administrator pursuant to section 101 of the Housing and Planning Act 2016
- 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 (or any replacement or similar system in place at the time)
- 1.7 **'Initial Let'** means the first tenancy of such newly constructed and previously unoccupied Affordable Housing Unit
- 1.8 **'Local Connection Criteria'** means an individual who immediately before taking up occupation of an Affordable Housing Unit:
- 1.8.1 had his only or principal home in the district of Babergh for a continuous period of not less than 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 1.8.2 to 1.8.4 inclusive
- 1.8.2 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 2 years in the district of Babergh and wishes to be near that relative
or

- 1.8.3 is employed in the district of Babergh on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for 2 years
- 1.8.4 who during the period commencing from the date on which an 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 District Council of his or her former residency in the district of Babergh for either (i) six (6) months out of the preceding twelve months or (ii) three years out of the preceding five (5) years and in either case such period of former residency shall end with the Availability Date
- 1.9 **'Nomination List'** means the Gateway to Homechoice Short List produced in accordance with the Service Level Agreement
- 1.10 **'Nominee'** means a person named on the Nomination List who satisfies the Local Connection Criteria and is verified by the District Council as best meeting the criteria for the category of Affordable Housing Unit in respect of which the Registered Provider is to select a person from the Nomination List and offer a Tenancy Agreement
- 1.11 **'Practical Completion'** means issue of a certificate of practical completion by the Registered Provider's surveyor or in the event that the Affordable Housing Units are constructed by a party other than the Registered Provider the issue of a certificate of practical completion by that other party's surveyor
- 1.12 **'Property'** means the land and dwellings at land at Brantham Place, Church Lane, Brantham Suffolk shown edged red on the Site Plan annexed

1.13 **'Protected Tenant'** means any Nominee 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

1.14 **'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 the Regulator of Social Housing pursuant to Chapter III of that Act and for the avoidance of doubt the District Council may be the Registered Provider and "Registered Providers" shall be construed accordingly

1.15 **"the 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 Registered Provider and Others (1) and the District Council and Others

1.16 **'Shared Ownership Dwelling'** means an Affordable Dwelling 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

1.17 **'Shared Ownership Lease'** means a lease or sub-lease of an Affordable Dwelling granted at a premium whereby not less than 25% and no more than up to 70% of the Open Market Value on first purchase of the legal and equitable interest in the Affordable Dwelling 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 Dwelling 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 and any capital receipt received by the Registered Provider in excess

of 80% as a result of the tenant exercising their right to staircase out to 100% shall be retained by the Registered Provider for re-investment in Affordable Housing within the district of Babergh for a period of five years from the date of receipt and if not spent within 5 years the Registered Provider will be able to expend such sums for Affordable Housing elsewhere

1.18 **'Tenancy Agreement'** means an assured tenancy agreement in a form prepared by the Registered Provider and containing terms which accord with the form of tenancy agreement being used by the Registered Provider from time to time for its general lettings

1.19 **'Vacancy Notice'** means a written notice (in a form to be agreed between the Registered Provider and given by the Registered Provider to the District Council within one month from the date of this Deed) the function of such notice being the notification to the District Council by the Registered Provider of the expected date on which the construction and fitting out of the Affordable Housing Units will be complete

1.20 **'Void'** means an Affordable Housing Unit which 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 Registered Provider

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

1.21 **'Void Notice'** means a written notice given by the Registered Provider to the District Council (in a form to be agreed between the Registered Provider and the District

Council within one month from the date of this Deed) the function of such a notice being the notification to the District Council of a Void

- 1.22 **'Working Day'** means Monday to Friday (inclusive) except Good Friday, Christmas Day and any public or bank holidays from time to time in England

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 Units

3.1 Initial lets

In relation to the Initial Lets of the Affordable Housing Units the following provisions shall apply

3.1.1 The Registered Provider shall give the District Council not less than three (3) months' written notice of the date when all the Affordable Housing Units will be ready for occupation

3.1.2 The Registered Provider shall serve a Vacancy Notice upon the District Council in respect of an Affordable Housing Unit not earlier than two (2) months prior to an Affordable Housing Unit becoming available for occupation

3.2 Voids

Should any Affordable Housing Unit become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case the Gateway to Homechoice Service Level Agreement procedure shall apply

4. Supplemental provisions relating to allocating Initial Lets and Voids

4.1 Where there are two or more applicants applying to occupy one of the Affordable Housing Units the Local Connection Criteria set out in clause 1.8.1 to 1.8.5 of this Schedule and subject to clause 4.2 of this Schedule preference must be given to the applicant/s who have the highest housing need according to the District Council's current allocations policy

4.2 If any of the Affordable Housing Units are designed or adapted for people with disabilities then any such Dwelling may be first offered to a person or persons with disabilities who require such accommodation even where such person(s) have a lesser Local Connection under clauses 1.8.1 to 1.8.5 of this Schedule than someone who does not have disabilities

5. Registered Provider covenants

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

5.1 To ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units

5.2 To ensure that the Affordable Housing Units are let on the basis of a Tenancy Agreement at an Affordable Rent or as Low-Cost Home Ownership and they are all

retained and managed by a Registered Provider in accordance with the objectives of such Registered Provider

- 5.3 the Affordable Housing Units are constructed in accordance with current Homes England design and space standard requirements

6. Alteration of lists

- 6.1 The District Council and the Registered Provider 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 Registered Provider shall use reasonable endeavours to ensure that any Registered Provider to which the Property and Affordable Housing Units erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar Deed mutatis mutandis with the District 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 District 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 Units 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 Duty; or
 - 10.3.3 any mortgagee and any purchaser from a mortgagee of an individual 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(s) pursuant to any default under the terms of its mortgage or charge give not less than two (2) months' prior notice to the District Council of its intention to dispose and:

- 10.4.1 in the event that the District Council responds within one month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them 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 District Council does not serve its response to the notice within the said period of one 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 District Council or any other person 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 the 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 the charge or mortgage

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

THE COMMON SEAL OF

BABERGH DISTRICT COUNCIL

was hereunto affixed in the presence of

Authorised signatory

THE COMMON SEAL OF

was hereunto affixed in the presence of

Authorised signatory

ANNEX A
PLAN

**ANNEX B
DRAWING**



01 SITE LOCATION PLAN
100 1:1250



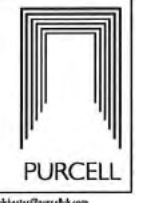
Notes:
Drawings are based on survey data and may not accurately represent what is physically present.
Do not scale from this drawing. All dimensions are to be verified on site before proceeding with the work.
All dimensions are in millimeters unless noted otherwise.
Purcell shall be notified in writing of any discrepancies.

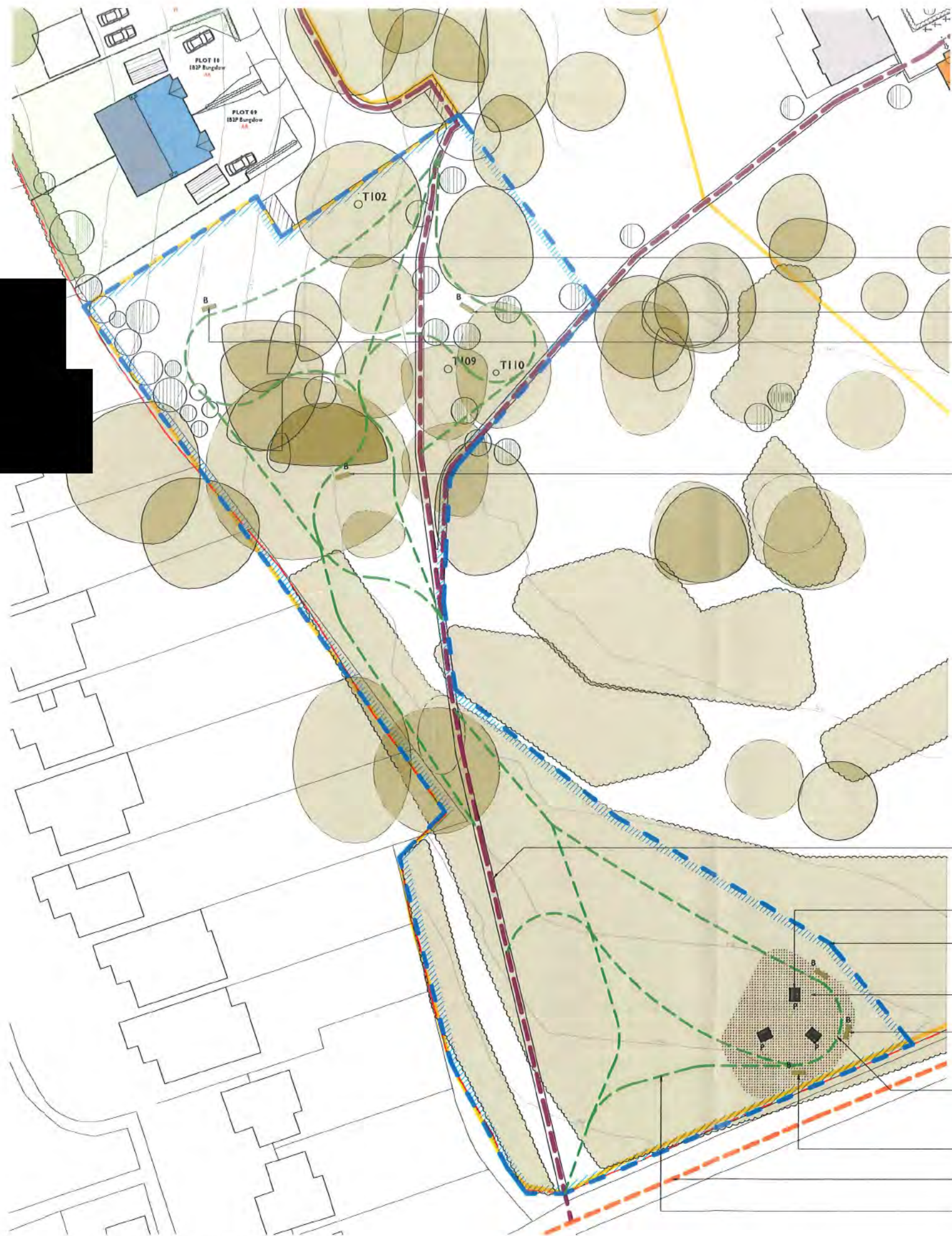
B	24/11/2018	PB	PB	
A	19/11/2018	SN	CW	Issued for planning
	First Issue 08 Nov 2018	CW	PB	
ISSUE	DATE	DRAWN	CHECKED	DESCRIPTION

CLIENT Granville Developments Ltd
PROJECT Brantham Place, Manningtree

DRAWING TITLE Site Location Plan
SIZE & SCALE A3L
DRAWING STATUS ISSUED FOR PLANNING

JOB NUMBER 239160
DRAWING NO. 100
REVISION B





- Indicative Woodland Path
- Bench Seating
Exact location to be confirmed
- Bench Seating
Exact location to be confirmed
- Bench Seating
Exact location to be confirmed
- Footpath from within developing linking to existing footpath outside of site boundary
- Picnic Bench
Exact location to be confirmed
- Public Open Space Boundary Extent
- Bark covered area with picnic benching
- Bench Seating
Exact location to be confirmed
- Indicative Woodland Path
- Bench Seating
Exact location to be confirmed
- Existing footpath outside of site boundary
- Indicative Woodland Path



Notes:
 Drawings are based on survey data and may not accurately represent what is physically present.
 Do not scale from this drawing. All dimensions are to be verified on site before proceeding with the work.
 All dimensions are in millimeters unless noted otherwise.
 Purcell shall be notified in writing of any discrepancies.



971

ISSUE	DATE	DRAWN	CHECKED	DESCRIPTION
Current	21/05/2020	CW	CW	
CLIENT	Granville Developments			
PROJECT	Brantham Place, Manningtree			
TITLE	Public Open Space Plan			
SIZE & SCALE	A1L			
STATUS	Issued for Planning			

01 PROPOSED PUBLIC OPEN SPACE
971 NTS

JOB NUMBER 239160
NUMBER 971
REVISION -

PURCELL

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