

DATE 11<sup>th</sup> December 2020

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

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**AGREEMENT**

Pursuant to Section 106 Town and Country Planning Act 1990  
as amended and other statutory provisions  
relating to Land at former Burtons Warehouse, St Peters Dock, Ipswich

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Legal Services  
Ipswich Borough Council  
Grafton House  
15-17 Russell Road  
Ipswich  
Suffolk  
IP1 2DE  
**IP7.661**

THIS DEED OF AGREEMENT is made the 11<sup>th</sup> day of December 2020

**BETWEEN:**

1. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Borough Council**"); and
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**"); and

**RECITALS**

- (A) The Borough Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is an Authority who may enforce the planning obligations herein.
- (B) The County Council is the county planning authority and is also a local highway authority for the purposes of the Highways Act 1980 a local education authority under the relevant enactment and local library authority who may enforce the planning obligations herein. The County Council has also agreed to be the Authority who may enforce the Borough Council planning obligations herein (the Enforcing Authority).
- (C) The Property comprises land registered at HM Land Registry under title number SK205972.
- (D) The Borough Council is also the freehold owner of the Property which is registered at HM Land Registry under title number SK205972 free from encumbrances (hereinafter also referred to as "the Owner").
- (E) The Owner's agent has submitted the Application to the Borough Council for the grant of the Permission for the development of the Property.
- (F) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and acknowledge that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (G) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.
- (H) Within this Deed references to the "Borough Council" are made where the function of the Borough Council acting as the local planning authority are concerned and references to the "Owner" of the Site are used where the owner of the Site has obligations to perform to either the Council or County Council

- (l) The County Council will be the Enforcing Authority for the purposes of enforcing the Owners obligations under this agreement until such time the Borough Council ceases to have an interest in the Property after which time the Enforcing Authority will be the County Council and the Borough Council

**OPERATIVE PROVISIONS**

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

**General Definitions**

<b>“the 1990 Act”</b>	means the Town and Country Planning Act 1990 as amended
<b>“the Application”</b>	means the planning application given reference IP/19/00624/FPI3 submitted by the Borough Council to the Local Planning Authority and registered by the Borough Council on
<b>“BCIS Index”</b>	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 Borough Council County Council and the Owner
<b>“BCIS Indexed”</b>	the increase in the Financial Contributions by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 33 of this Deed.
<b>“Commencement Date”</b>	means the date on which the Development commences by the carrying out on the Property pursuant to the Permission of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT the following operations shall not constitute a material operation for the purposes of this agreement:-  a) the demolition of any existing buildings or structures  b) site investigations or surveys

	<p>c) site decontamination</p> <p>and the terms "Commencement" "Commenced" and "Commences" shall be construed accordingly</p>
<b>"the Councils"</b>	means the Borough Council and the County Council
<b>"County Council Financial Contributions"</b>	Shall mean the Early Years Contribution, the Libraries Contribution and the Primary School Contribution
<b>"Deed"</b>	means this Deed of Agreement
<b>"Development"</b>	means the Development permitted under the Permission
<b>"Dwelling"</b>	means a dwelling forming part of the Development to be constructed in accordance with the Permission and any subsequent condition and approved reserved matters applications.
<b>"Financial Contributions"</b>	means any or all of the following financial contributions defined in the Deed: Early Years Contribution, Libraries Contribution Primary School Contribution and the Recreational Avoidance Mitigation Strategy Contribution
<b>Late Payment Interest</b>	means interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England
<b>"the Obligations"</b>	means the obligations provisions requirements conditions or other burdens set out in this Deed
<b>"Occupation"</b>	means occupation for the purpose permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
<b>"the Permission"</b>	means the planning permission granted pursuant to the Application in the <sup>v</sup> form annexed to this Deed <i>draft</i>

*ET*  
*JL*  
*000*

<b>“the Plan”</b>	means the plan annexed at the First Schedule hereto and marked “Plan”
<b>“the Property”</b>	means the land lying to the South West of Foundry Lane, Ipswich in the County of Suffolk shown edged red on the Plan

### **Financial Contributions**

<b>Early Years Contribution</b>	Means the sum of two thousand three hundred and seventy one pounds £2,371 per Dwelling BCIS Indexed
<b>Libraries Contribution</b>	Means the sum of sixteen pounds (£16.00) per Dwelling BCIS Indexed
<b>Primary School Contribution</b>	Means the sum of two thousand three and seventy one pounds (£2,371) per Dwelling BCIS Indexed
<b>Recreational Avoidance Mitigation Strategy Contribution</b>	Means the sum of one thousand seven hundred and six pounds and forty six pence (£1,706.46)

- 2 Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph or recital in this Deed.
- 3 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 4 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
- 5 Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that enactment regulation or order or deriving validity from it.
- 6 References in this Deed to the Councils shall where the context so admits include any public body in which the functions of the Councils at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Councils as the case may be or such other bodies.

- 7 Reference in this Deed to the Owner shall include successors in title and assigns to the Property or any part or parts thereof and to persons claiming an interest in land through or under it.
- 8 Headings in this Deed are not intended to be taken into account in its construction or interpretation
- 9 "Including" means "including, without limitation".
- 10 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing by another person.
- 11 Where more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

### **STATUTORY PROVISIONS AND COVENANTS**

- 12 This Deed is made in pursuance of:-
  - Section 106 of the 1990 Act
  - Section 111 of the Local Government Act 1971
  - Section 1 of the Localism Act 2011and all other enabling legislation.
- 13 The obligations created in the Second Schedule and the Third Schedule hereto are planning obligations insofar as they fall within the terms of Section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Owner and its successors in title.
- 14 Insofar as any of the covenants contained in this Agreement are not planning obligations within section 106 of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 15 This Deed is conditional upon:
  - (i) the grant of the Permission; and
  - (ii) the Commencement of Developmentsave for the provisions of this clause and clauses 20-31, 42,43, 45 and 46 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.
- 16 The Owner covenants with the Borough Council as set out in the Second Schedule so as to bind the Property and each and every part thereof.

- 17 The Owner covenants with the County Council as set out in the Second Schedule so as to bind the Property and each and every part thereof.
- 18 The County Council covenants with the Owner as set out in Part 1 of the Third Schedule.
- 19 The Borough Council shall indemnify the County Council against all liability, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the County Council arising out of or in connection with the enforcement of the obligations made to the Borough Council under this agreement.

## **AGREEMENTS AND DECLARATIONS**

- 20 This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that no person shall be liable for any breach of an Obligation contained in this Deed occurring after he shall have parted with all interest in the Property save in respect of any breach at a time when they held any such interest.
- 21 This Deed shall be a local land charge and shall be registered as such.
- 22 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (other than a successor in title to one of the original parties or their assignees) shall be entitled in that person's own right to enforce any provisions of this Deed pursuant to the provisions of the said Act.
- 23 The Owner shall pay to the Councils their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed and the monitoring fee of £412.00 prior to the date hereof.
- 24 The Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council or County Council's written request to do so) such information as the Borough Council and/or County Council within its reasonable discretion considers it requires in order to determine whether the terms and conditions of this Deed are being observed.
- 25 The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
- 26 Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Permission) granted after the date of this Deed.

- 27 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement Date or is modified (without the consent of the Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 28 If any dispute shall arise between any of the parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this Deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute or President for the time being of the Royal Institution of Chartered Surveyors (as appropriate) on the application of either party and such person shall act as an expert and shall make a decision within 28 days and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 29 The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 30 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.
- 31 The Obligations contained in this Deed shall only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the 1990 Act.
- 32 If any Financial Contribution due under this Deed is paid late Late Payment Interest will be payable from the date payment is due until the date of payment.
- 33 The Financial Contributions shall (unless the context reads otherwise) be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the formula  $A = B \times C/D$  where:
- 33.1 A is the sum payable under this Deed;
- 33.2 B is the original sum calculated as the sum payable;
- 33.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
- 33.4 D is the BCIS Index for the month 2 months before the date of this Deed; and



33.5 C/D is greater than 1

- 34 The Owner covenants from the date this Deed takes effect to allow the Councils and their respective duly authorised officers or agents at all reasonable times to enter into and upon and remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed.
- 35 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning of the Property under the terms of this Deed are hereby waived.
- 36 The Owner covenants and warrants to the Councils that they have full power to enter into this Deed and that there is no other person having a registered charge over or any registered binding interest in the Property, whose consent is necessary to make this Deed binding on the Property and all estates and interests therein.
- 37 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such validity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 38 No waiver (whether express or implied) by the Councils of any breach or default in performing or observing any of the covenants terms of conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 39 The Owner covenants with the Councils to give each of them written notice of any change in ownership of any of its interests in the Property (save for disposals of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice to be given within twenty one (21) days of such change in ownership and shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan and a copy of the registered title and plan thereto.
- 40 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 41 The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) days following:
- (a) Commencement of Development;
  - (b) Occupation of the first (1<sup>st</sup>) Dwelling; and
  - (c) Occupation of the fifth (5<sup>th</sup>) Dwelling

Notices should be addressed to:

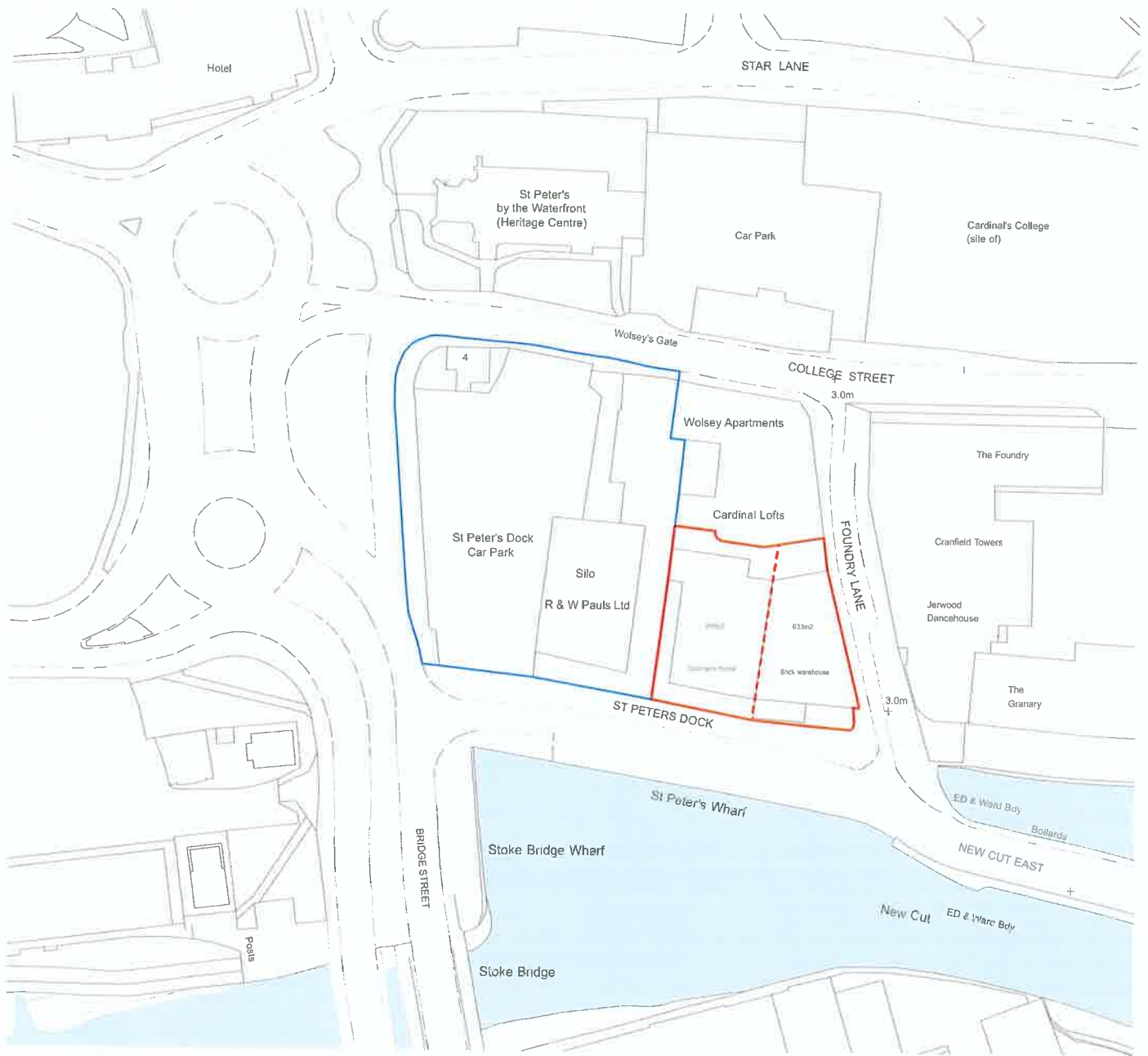
Executive Director Growth Highways and Infrastructure, Endeavour House, 8 Russell Road Ipswich IP1 2BX.

- 42 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
- 43 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.
- 44 The Property shall be bound by the obligations contained in this Deed and any security of a mortgage or charge over the Property shall take effect subject to this Deed PROVIDED THAT a mortgagee or chargee, including any persons that may hold a mortgage or charge over the Property from time to time, shall otherwise have no liability under this Deed unless and until it takes possession of the Property in which case it too will be bound by the obligations affecting the part or parts of the Property as if it were a person deriving title from the Owner.
- 45 The obligations in this Deed shall not be enforceable against any individual owner, lessee or occupier of a Dwelling or any person deriving title from any such person.
- 46 The Councils covenant with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Councils will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

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

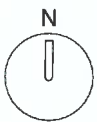
**FIRST SCHEDULE**

**The Plan**



*Kate Theobald*  
**KATE THEOBALD**  
**AUTHORISED OFFICER**

*Charlie Dawson*  
**CHARIE DAWSON**  
**AUTHORISED OFFICER**



18843



<b>EDRM</b>  www.edrm.co.uk	Title Site Location Plan	Drawing no. 19.09.100_PL	Rev -
	Project Burton Son & Sanders Warehouse St Peters Wharf, IP4 1DW	Date 07.19	Scale 1:1250 @ A4

## **SECOND SCHEDULE**

### **The Planning Obligations**

#### **FINANCIAL CONTRIBUTIONS**

##### **PART 1**

#### **1. THE OWNER'S COVENANTS WITH THE COUNCILS**

##### **EARLY YEARS CONTRIBUTION**

- 1.1 The Owner covenants to pay to the County Council the Early Years Contribution prior to the first Occupation of the fifth (5<sup>th</sup>) Dwelling.
- 1.2 The Owner hereby covenants not to Occupy or permit Occupation of the fifth Dwelling until the Early Years Contribution has been paid to the County Council.

##### **LIBRARIES CONTRIBUTION**

- 1.3 The Owner covenants to pay to the County Council the Libraries Contribution prior to the first Occupation of the fifth (5<sup>th</sup>) Dwelling.
- 1.4 The Owner hereby covenants not to Occupy or permit Occupation of the fifth Dwelling until the Libraries Contribution has been paid to the County Council.

##### **PRIMARY SCHOOL CONTRIBUTION**

- 1.5 The Owner covenants to pay to the County Council the Primary School Contribution prior to the first Occupation of the fifth (5<sup>th</sup>) Dwelling.
- 1.6 The Owner hereby covenants not to Occupy or permit Occupation of the fifth Dwelling until the Primary School Contribution has been paid to the County Council.

##### **RECREATIONAL AVOIDANCE MITIGATION AND STRATEGY CONTRIBUTION**

- 1.7 The Owner covenants to pay to the Borough Council the Recreational Avoidance Mitigation and Strategy Contribution prior to the first Occupation of the first (1<sup>st</sup>) Dwelling.
- 1.1 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Recreational Avoidance Mitigation and Strategy Contribution has been paid to the Borough Council.

## **THIRD SCHEDULE**

### **PART 1**

#### **County Council Covenants**

#### **1. APPLICATION OF CONTRIBUTIONS**

##### **Early Years Contribution**

- 1.1 The County Council to use the Early Years Contribution for the expansion, improvement and enhancement of early years facilities serving the Development.
- 1.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years from Completion of the Development within a further period of one (1) year pay to any person such amount of the Early Years 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, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Early Years Contribution, such payment to be made within twenty eight (28) Working Days of such request.

##### **Library Contribution**

- 1.3 The County Council to use the Library Contribution for the provision of additional items of lending stock plus reference, audio visual and homework support materials to mitigate the impacts of the proposed development on the local library service
- 1.4 The County Council shall if requested to do so in writing after the expiry of five (5) years of the date that the Library Contribution was paid within a further period of one (1) year pay to any person such amount of Library 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, less any deduction for the County Council's

reasonable administrative costs associated with holding administering and refunding any part of the Library Contribution, such payment to be made within twenty eight (28) Working Days of such request.

### **Primary School Contribution**

- 1.5 The County Council to use the Primary School Contribution for the provision of 2 primary school places at St Helen's Primary School.
- 1.6 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Primary School Contribution was paid within a further period of one (1) year pay to any person such amount of the Primary School 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, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Primary School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

## **2. REPAYMENT OF FINANCIAL CONTRIBUTIONS**

- 2.1 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the County Council Financial Contributions were paid within a further period of one (1) year pay to any person such amount of the County Council Financial Contributions paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued on the amount to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. Such payment shall be made within twenty eight (28) days of such request.
- 2.2 When the County Council Financial Contributions (as applicable) paid to the County Council pursuant to this Deed has been spent or committed the County 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)

year 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

- 2.3 Upon receipt of a written request by the Owner, the County Council shall provide written confirmation to the Owner as to which obligations under this Deed have been discharged.



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**Annex**  
**Draft planning permission**

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



**To:** Mr Richard MacRae  
Unit A  
11 Eagle Street  
Ipswich  
Suffolk  
IP4 1JA

**Agent for:**  
Ipswich Borough Council

Application Reference: IP/19/00624/FPI3  
FULL / OUTLINE PLANNING PERMISSION (HYBRID APPLICATION)

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**GRANT OF PLANNING PERMISSION**

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

*A hybrid application comprising of:-*

*Full application for change of use and associated external works to the brick warehouse building to D1 (Non-residential Institutions) and D2 (Assembly and Leisure) uses.*

*Outline application for change of use and associated external works to the concrete-framed building (including link section) to increase the height of the building by 3 storeys, to provide A3 (Restaurant and café) / A4 (Drinking Establishment) / A5 (Hot Food Take-away) at Basement and Ground Floor; B1 (Office) at 1st and 2nd Floors; and C3 (Residential) for up to 14 self-contained flats with roof terrace amenity area and ancillary plant at 3rd to 7th Floors.*

at: Burton Son And Sanders Warehouse St Peters Wharf Ipswich Suffolk

in accordance with your application reference: IP/19/00624/FPI3 received 05.07.2019.

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

By virtue of Section 92 sub-section (2) of the Town and Country Planning Act 1990 as amended this permission is granted subject to: -

- (a) That in the case of any reserved matter, application for approval must be made not later than the expiration of three years beginning with the date of this permission AND
- (b) That the parts of the development which are subject to Outline planning permission 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 of such matters to be approved.

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

Conditions of the development subject to both Full and Outline planning permission:

1. The development shall be carried out in accordance with the details shown on the following submitted drawings: 19.09.201 PL Rev A; 19.09.202 PL; 19.09.203 PL; 19.09.204 PL; 19.09.205 PL; 19.09.206 PL; 19.09.207 PL; 19.09.208 PL; 19.09.209 PL; 19.09.210 PL; 19.09.211 PL; 19.09.212 PL; 19 09 100 PL and the requirements of any succeeding conditions.
2. None of the hereby-approved development, nor any site clearance operations (for clarity this does not include works associated with the necessary decontamination of the site and removal of contaminated material and other waste material, in order to gain access to the building and undertake further survey works), shall be commenced until biodiversity and ecology surveys and findings, together with proposed enhancements and a scheme of maintenance, have been submitted to and agreed in writing with the Local Planning Authority. The development shall only be implemented in accordance with the agreed details.
3. Prior to works commencing on the external elevations of each Outline and Full Phase (see Informatives for detailed definition of Phases) of the development, the following details shall be submitted to and agreed in writing with the Local Planning Authority. The agreed details shall be implemented as approved and thereafter retained:
  - i) Retention and reinstatement of "Burton's" signage;
  - ii) Public art as suggested in the supporting Design and Access Statement as a painted mural to the side of the building facing Foundry Lane or other piece(s) as may be agreed with the Local Planning Authority;
  - iii) External facing materials, windows and doors including roof-lights and window screenings;
  - iv) Details of the timescales for the implementation of the above; and
  - iv) Schemes for the ongoing maintenance of the above.
4. Details of the Hard and Soft landscaping including boundary treatments shall be submitted to and agreed in writing with the Local Planning Authority prior to installation and no later than first occupation of the development. The details shall include timescales for the implementation and the ongoing maintenance of the approved landscaping. The agreed details shall be implemented as approved and thereafter retained.
5. Prior to first occupation of each Outline and Full Phase (see Informatives for detailed definition of Phases) of the development, the following details shall be submitted to and agreed in writing with the Local Planning Authority. The agreed details shall be implemented as approved and thereafter retained:-
  - i) Secure and lit parking/storage for cycles and powered two-wheel vehicles; and
  - ii) Bin storage and presentation area details.
6. Prior to installation, details of the fire hydrants, their supply and location across the site shall be submitted to and approved in writing by the Local Fire and Rescue Service and Local Planning Authority.
7. No development (for clarity this does not include works associated with the necessary decontamination of the site and removal of contaminated material and other waste material, in order to gain access to the building and undertake further survey works) shall commence of each Outline and Full Phase (see Informatives for detailed definition of Phases) of the development until details of the implementation, maintenance and management of the strategy for the disposal of surface water on the site have been submitted to and approved in writing by the Local Planning Authority. The Strategy shall include the means to prevent the discharge of

surface water from the development onto the highway. The strategy shall be implemented and thereafter managed and maintained in accordance with the approved details.

8. Gates shall open inwards, not over areas of public highway and shall be automatic opening.
9. No part of the development shall be commenced until a photographic condition survey of the highways fronting and near to the site has been submitted to and approved in writing by the Local Planning Authority.
10. The approved development shall be designed and completed to enable connection to High Speed Fibre broadband to the Premises (FTTP).
11. 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.
12. A Construction Management Strategy is to be submitted to and approved in writing by the Local Planning Authority prior to work commencing on each Outline and Full Phase (see Informatives for detailed definition of Phases) of the development; the strategy is to include:
  - i) The control of noise and vibration during hours of noisy activities;
  - ii) Details of hours and days when construction activity will take place;
  - iii) A waste and material management, transportation and disposal strategy, including targets for waste minimisation and re-use of materials;
  - iv) Air quality strategy to include measures for the control and monitoring of dust, fine particles and odours (including Dust Management Strategy);
  - iv) access arrangements for contractors' vehicles, deliveries (locations and times) and a methodology for avoiding debris from the site tracking onto the highway with a strategy for remedy of this should it occur;
  - v) Details of the Construction Site Layout including site compounds, storage areas and off-road parking for site operatives;
  - vi) Measures to minimise cross contamination on site;
  - vii) Measures to deal with unexpected contamination on site;
  - ix) Details of security of the construction site;
  - x) Details of the arrangements for public notification and liaison during construction work;
  - xi) Details of external lighting; and
  - xii) 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). The approved CSWMP and 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

The Construction Management Strategy including CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved strategy for the duration of construction.

13. A Waste Management Plan for each Outline and Full Phase (see Informatives for detailed definition of Phase) of development shall be submitted to and approved by the Local Planning Authority prior to each relevant phase commencing and shall thereafter be implemented as

approved.

14. A Noise and Vibration Assessment for each Outline and Full Phase (see Informatives for detailed definition of Phase) of development shall be submitted to and approved in writing by the Local Planning Authority, along with details of any necessary scheme of mitigation, prior to development of each relevant phase commencing. The approved mitigation shall be implemented prior to first occupation of the relevant phase and thereafter retained as approved.
15. An Air Quality Assessment for each Outline and Full Phase (see Informatives for detailed definition of Phase) of development shall be submitted to and approved in writing by the Local Planning Authority, along with details of any necessary scheme of mitigation, prior to development of each relevant phase commencing. The approved mitigation shall be implemented prior to first occupation of the relevant phase and thereafter retained as approved.
16. No development shall take place within the Outline or Full Phase (see Informatives for detailed definition of Phase) of the development until the implementation of a programme of archaeological work has been secured for that particular phase, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority.

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

- i) The programme and methodology of site investigation and recording
- ii) The programme for post investigation assessment
- iii) Provision to be made for analysis of the site investigation and recording
- iv) Provision to be made for publication and dissemination of the analysis and records of the site investigation
- v) Provision to be made for archive deposition of the analysis and records of the site investigation
- vi) Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- vii) 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.

No building shall be occupied 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 Written Scheme of Investigation and the provision made for analysis, publication and dissemination of results and archive deposition.

Conditions of the development subject to Outline planning permission:

17. Approval of the details of the appearance; access; landscaping; layout; and scale (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced which is subject to the Outline Planning Permission and identified as the 'Concrete Frame' on approved plan 19.09.100\_PL (Site Location Plan). Plans and particulars of the reserved matters shall be submitted in writing to the Local Planning Authority and the development shall be carried out as approved.
18. The hereby approved residential development shall achieve reductions in CO2 emissions of 19% below the target emission Rate of the 2013 Edition of the 2010 Building regulations (Part L) and shall meet water efficiency standards of 110 litres per person per day. At least 15% of residential energy requirements shall be provided from decentralised and renewable low-carbon sources unless it can clearly be demonstrated that this is not feasible or viable.

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

1. For the avoidance of doubt and in the interests of proper planning.
2. To ensure the development contributes to and enhances the natural and local environment by minimising impacts on biodiversity; conserving protected and priority species and habitats in accordance with Local Plan Policies CS16 and DM31.
3. In the interests of the appearance of the development and ensuring proposals which contribute to the character and identity of the development are incorporated appropriately and maintained within the development in accordance with Local Plan Policies DM5 and DM8.
4. In the interests of the appearance development and to ensure the functional layout of the development is satisfactory in accordance with Local Plan Policies DM5 and DM8.
5. In the interests of amenity and the appearance of the development and to ensure the functional layout of the development is satisfactory in accordance with Local Plan Policies DM5 and DM18.
6. In the interests of amenity and ensuring required fire safety standards are met.
7. To ensure that the principles of sustainable drainage are incorporated into this proposal and to ensure that the proposed development can be adequately drained and to ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage in accordance with Local Plan Policy DM4. This is required prior to commencement to ensure that the suitable works associated with the surface water disposal can be incorporated into the final designs and implemented.
8. In the interests of highway safety.
9. To ensure that damage to the highway as a result of the development is repaired at the developer's cost and satisfactory access is maintained for the safety of residents and the public.
10. To ensure that the approved development enables the residents and users of the new development to connect to high quality broadband services once they are available, in accordance with Local Plan Policy CS17.
11. To protect and prevent the pollution of the water environment (particularly groundwater associated with the underlying Secondary and Principal Aquifers, from potential pollutants associated with current and previous land uses) in line with National Planning Policy Framework (NPPF; paragraphs 170 and 178), EU Water Framework Directive, Anglian River Basin Management Plan and Environment Agency Groundwater Protection Position Statements (2017) A4 - A6, J1 - J7 and N7.
12. To ensure construction works and traffic impacts are minimised in order to protect the amenities of neighbouring occupiers and in the interests of the environment, in accordance with Local Plan Policies CS4, DM17 and DM26. The Construction Management Plan relates to the construction activity and therefore is required prior to commencement.
13. In the interests of the amenity of the occupiers of the site and surrounding buildings and public health.
14. The proposed development is located close to a busy main road and the development itself will introduce several new noise sources, a Noise and Vibration Assessment is therefore required to identify mitigation required in the interests of amenity in accordance with Local Plan Policy

- DM26. The details are required prior to commencement of development to ensure the mitigation is incorporated into the detailed design of the development.
15. The development is adjacent to an Air Quality Management Area (AQMA) and an Air Quality Assessment is therefore required to identify mitigation required in the interests of amenity and public health in accordance with Policy DM5. The details are required prior to commencement of development to ensure the mitigation is incorporated into the detailed design of the development.
  16. To safeguard archaeological assets within the approved 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
  17. No such details have been submitted and these items have been reserved for future consideration, in order to comply with the provisions of section 92 of the Town and Country Planning Act, as amended.
  18. To ensure that the buildings achieve a high standard of sustainable design in accordance with Local Plan Policies DM1 and DM2.

## **INFORMATIVES**

1. Outline Phase refers to the proposals which have been submitted for Outline Planning Permission and are shown as the 'Concrete Frame' on plan 19.09.100\_PL (Site Location Plan). The Full Phase refers to the proposals which have been submitted for Full Planning Permission and are identified as the 'Brick Warehouse' on plan 19.09.100\_PL (Site Location Plan).
2. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
3. You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control section at Ipswich Borough Council on email: [building.control@ipswich.gov.uk](mailto:building.control@ipswich.gov.uk) or on telephone number: 01473 432951.
4. Many species of plant and animal in England, and their habitats, are protected by law. You are breaking the law if you capture, kill, disturb or injure a European protected species (on purpose or by not taking enough care); damage or destroy a breeding or resting place (even accidentally); obstruct access to their resting or sheltering places (on purpose or by not taking enough care); possess, sell, control or transport live or dead individuals, or parts of them. For further information and guidance you are advised to speak to Natural England at [www.gov.uk](http://www.gov.uk) or by telephone on 0300 060 6000.
5. The submitted scheme of archaeological investigation shall be in accordance with a brief procured beforehand by the developer from Suffolk County Council Archaeological Service, Conservation Team. Further details on our advisory services and charges can be found on: <http://www.suffolk.gov.uk/archaeology/>
6. IBC encourages the provision of an automatic fire sprinkler system. Consultation should be made with the Water Authorities to determine flow rates in all cases. There will be a need for

wet risers to be installed for any building that is over 18m in height.

7. Suffolk Constabulary advises that:

- The western elevation adjacent to the Pauls building need surveillance, with clear windows in active rooms as well as CCTV (preferably monitored).
- All cycle storage for residents and businesses in the building should be fully secured and access controlled and preferably located behind the gates at the rear of the building.
- Recessed doorways and undercover entrances should be avoided.
- The proposed link area between the two buildings may be at risk of attracting ASB unless some access control measures are incorporated.
- Under Building Regulations all doors, accessible windows and roof lights must manufactured to security standard (PAS 24:2012). This applies to all communal entrance doors as well as the doors to individual flats.
- Further that an intruder alarm connected to a monitoring station should be fitted to all commercial properties on the complex.
- Care should be taken to ensure that it is not possible to climb onto the open terraced areas, and roof access should be controlled.
- Robust communal doors and access control systems should be installed.
- The entrance for the residential flats should be separate to the entrances for the A3/4/5 and B1 uses, and separate mail delivery should be considered.
- Construction phase security should be in place, including a robust perimeter fence around the site and a monitored alarm system for site cabins and storage areas.

8. Assets owned by Anglian Water are close to or crossing the site or there are assets subject to an adoption agreement.

9. The applicant may need an environmental permit for flood risk activities if they want to do work in, under, over or within 8 metres (m) from a fluvial main river and from any flood defence structure or culvert or 16m from a tidal main river and from any flood defence structure or culvert. The EPR are a risk-based framework that enables us to focus regulatory effort towards activities with highest flood or environmental risk. Lower risk activities will be excluded or exempt and only higher risk activities will require a permit. Your proposed works may fall under either one or more of the below:

- 'Exemption,
- 'Exclusion',
- 'Standard Rules Permit'
- 'Bespoke permit.

Application forms and further information can be found at:

<https://www.gov.uk/guidance/flood-risk-activities-environmental-permits>. Anyone carrying out these activities without a permit where one is required, is breaking the law.

10. Legal Agreement Informative - This application is the subject of a legal agreement and this decision should only be read in conjunction with this agreement.

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

Core Strategy and Policies DPD (2017)

Policies CS1(Sustainable Development); CS2 (The Location and Nature of Development); CS3 (IP-One Area Action Plan); CS4 (Protecting our Assets); CS5 (Improving Accessibility); CS7 (The Amount of New Housing Required); CS8 (Housing Type and Tenure); CS12 (Affordable Housing); CS13 (Planning for Jobs Growth); CS14 (Retail Development and Main Town Centre Uses); CS16 (Green Infrastructure, Sport and Recreation); CS17 (Delivering Infrastructure). Policies DM1 (Sustainable Design and Construction); DM2 (Decentralised Renewable or Low Carbon Energy); DM3 (Provision of Private Outdoor Amenity Space in New and Existing



Developments); DM4 (Development and Flood Risk); DM5 (Design and Character); DM8 (Heritage Assets and Conservation); DM17 (Transport and Access in New Developments); DM18(Car and Cycle Parking); DM26 (Protection of Amenity); DM29 (Provision of New Public Open Space, Sport and Recreation Facilities); DM30 (The Density of Residential Development); DM31 (The Natural Environment).

**Dated:**

**Signed:**

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

SEE NOTES BELOW/OVERLEAF

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

### **NOTES**

1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within 28 days of the date of this notice.
3. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within; 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.
4. If this is a decision to refuse planning permission for a householder application, if you want to appeal against your Local Planning Authority's decision then you must do so within 12 weeks of the date of this notice.
5. If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of the date of this notice.
6. Appeals must be made using a form which you can get from Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at [www.gov.uk/topic/planning-development/planning-permission-appeals](http://www.gov.uk/topic/planning-development/planning-permission-appeals)
7. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
8. The Secretary of State need not consider an appeal if it seems to the Secretary of State that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
9. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.
10. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it

subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

11. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

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

DRAFT

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

*Kate McEband*  
KATE MCEBAND  
Authorised Signatory

*Clare Dawson-Dulieu*  
CLARE DAWSON - DULIEU  
Authorised Signatory



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

*JM*  
Authorised Signatory

