

DATED 5 January <sup>21</sup>~~2020~~

**(1) WEST SUFFOLK COUNCIL**

and

**(2) SUFFOLK COUNTY COUNCIL**

and

**(3) MILTON INVESTMENTS LIMITED**

---

**DEED**

**Pursuant to Section 106 Town & Country Planning Act 1990  
relating to land at Hall Road and Mill Road, Kedington  
in the County of Suffolk**

---

West Suffolk Council  
West Suffolk House  
Western Way  
Bury St. Edmunds  
Suffolk  
IP33 3YU



**THIS DEED** is made the 5 day of January 2020/21

**BETWEEN**

1. **WEST SUFFOLK COUNCIL** of West Suffolk House, Western Way, Bury St. Edmunds, Suffolk IP33 3YU (hereinafter called "**the District Council**"); and
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**"); and
3. **MILTON INVESTMENTS LIMITED** whose registered office is at Abacus House, PO Box 63, Leeward Highway, Providenciales, Turks & Caicos Islands (hereinafter called "**the Owner**")

**RECITALS**

- (A) The District Council is the successor local authority to St. Edmundsbury Borough Council by virtue of the West Suffolk (Local Government Changes) Order 2018, and is the local planning authority for the purposes of this Deed for the area within which the Property is situated and by whom the Obligations contained in this Deed are enforceable.
- (B) The Owner is the registered proprietor of the Property under title number SK261082 and SK221340.
- (C) The County Council is the county planning authority and therefore a local planning authority for the purposes of the 1990 Act, and the relevant local authority in respect of public transport, library and education provisions in the area in which the Property is situated and by whom the Obligations contained in this Deed are enforceable.
- (D) The Owner submitted the Application to the St. Edmundsbury Borough Council for the Development and St. Edmundsbury Borough Council resolved to grant planning permission for the Development pursuant to the Application in the form of the Draft Consent subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
- (E) The District Council and County Council consider and the Owner acknowledges that the Development should not take place until certain

restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.

- (E) Pursuant to Section 106 of the 1990 Act as amended the Councils and the Owner have agreed to enter into this Deed.
- (F) Having regard to the provisions of the Replacement St. Edmundsbury Borough Local Plan (2016), the District Council's Local Development Framework Core Strategy and to all other material considerations the District Council has resolved that the Development is such as may be approved by the District Council under the 1990 Act subject to the Conditions and subject to the completion of this Deed to make provision for regulating the Development and to secure the matters hereinafter referred to.

#### **OPERATIVE PROVISIONS**

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

**"the 1990 Act"** means the Town and Country Planning Act 1990 as amended;

**"Access"** means the provision of roads, footpaths and cycleways as necessary to an adoptable standard as appropriate together with all rights and easements and obligations as to maintenance over the said roads footpaths and cycleways to provide access to the Affordable Housing Units;

**"Affordable Housing"** means housing that is affordable to those people with an Affordable Housing Need which is to be provided through the involvement of a Registered Provider and which secures the provision of such housing in perpetuity (where legally permissible) to include the following types of tenure or combination thereof:

(a) Affordable Rented Housing Dwellings;

(b) Intermediate Housing; and

(c) any other tenure or combination of tenure approved by the District Council;

**“Affordable Housing Payment”**

means a sum to be paid to the District Council representing the fraction of one Dwelling below the figure being 30% of the total number of Dwellings where that total number is not a whole number and which results in an under-provision of Affordable Housing (that is provision that is less than 30% of total number of Dwellings) such number to be calculated upon receipt of the Reserved Matters Application;

**“Affordable Housing Need”**

means a person’s need for housing because their financial circumstances are such that they cannot house themselves within the district of West Suffolk in equivalent accommodation available on the open market or in the opinion of the Council given in writing they are otherwise in housing need;

**“the Affordable Housing Units”**

means thirty percent (30%) of the total number of Dwellings and which will be used for Affordable Housing with a tenancy split of eighty percent (80%) Affordable Rented Housing and twenty percent (20%) Intermediate Housing;

**“Affordable Rented Housing”**

means housing let by a local authority or Registered Provider to persons with a

Housing Need and where the rents are subject to controls that require a rent of up to 80 per cent of local market rent including service charges (where appropriate) and also at a level that does not exceed local housing allowance rate

**“the Application”**

means the outline planning application given reference DC/14/1751/OUT submitted by the Owner on 22<sup>nd</sup> September 2014 for (i) up to 40 no. residential units with associated garages, parking and roads, including the provision of open space; (ii) alterations to existing vehicular access to provide new junction with Mill Road and; (iii) provision of structural landscaping details together with all subsequent reserved matters applications submitted in respect of the Application;

**“the BCIS Index”**

means the Building Cost Information Service All In Tender Price Index published by the Royal Institution of Chartered Surveyors or any index replacing the same;

**“BCIS Indexed”**

means the increase in any Financial Contribution referred to in the Third Schedule calculated in accordance with Clause 32 of this Deed;

**“Bus Stops Contribution”**

Means the sum of fifteen thousand pounds (£15,000) BCIS Indexed.

**“Chargee”**

means any mortgagee or chargee of the RPSH who acquires the land on which the Affordable Housing Units are situated or

any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator or the successors in title to such mortgagee, chargee, receiver or administrator;

**“Commencement of Development”**

the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this 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, erection of hoardings, the temporary display of site notices or advertisements and “Commence the Development” and “Commence” shall be construed accordingly.

**“Community/Sports Facilities Contribution”**

Means the sum of one thousand and four pounds and thirty one pence (£1,004.31) for each Dwelling being a contribution to enhance the existing community and

sports facilities within the parish of Kedington;

**“Completion of the Development”**

means the date that the last Dwelling to be Occupied is first Occupied;

**“Conditions”**

conditions subject to which the Planning Permission is to be granted as set out in the Schedule

**“the Councils”**

means together the District Council and the County Council;

**“Deed”**

means this Deed of Agreement;

**“Design and Quality Standards”**

means a standard equivalent to the standard previously required by the Homes England Design and Quality Standards;

**“Development”**

means the development of the Property in accordance with the Application and permitted by the Planning Permission;

**“Dwelling”**

Means any dwelling (including any house, flat, maisonette or bungalow and including an Open Market Dwelling or Affordable Housing Unit) constructed in accordance with the Planning Permission and “Dwellings” shall be construed accordingly;

**“Education Contribution (Primary)”**

means the sum of four thousand four hundred and twelve pounds and forty eight pence (£4,412.48) BCIS Indexed for each Dwelling being a contribution used towards the provision of new, enhanced or improved facilities at serving the Development;



|   |  |
|---|--|
| <b>“Education Contribution (Secondary)”</b> | means the sum of three thousand nine hundred and seventy nine pounds and fifteen pence (£3,979.15) BCIS Indexed for each Dwelling being a contribution used towards the provision of new, enhanced or improved facilities serving the Development; |
| <b>“Financial Contributions”</b>            | means all the financial contributions to be paid under the terms of this Deed;   |
| <b>“Homes England”</b>                      | means the non-departmental public body responsible for creating thriving communities and affordable homes in England or such other body that may replace it;   |
| <b>“Intermediate Housing”</b>               | means housing provided below market levels for those whose incomes in relation to local housing costs are such as to prevent them from accessing the open market which shall include Shared Equity Housing and Shared Ownership Housing;           |
| <b>“Libraries Contribution”</b>             | means the sum of sixteen pounds (£16.00) BCIS Indexed for each Dwelling being a contribution used towards the provision of enhanced or improved facilities serving the Development;  |
| <b>“the Nomination Agreement”</b>           | means a nomination agreement between the District Council and the Registered Provider or other RPSH which shall include the Nomination Rights;   |

|   |   |
|---|---|
| <b>“the Nomination Rights”</b>                    | means rights to the District Council to nominate persons with an Affordable Housing Need to Affordable Housing Units;   |
| <b>“the Obligations”</b>                          | means the obligations, provisions requirements, conditions, covenants or other burdens set out in this Deed;  |
| <b>“Occupy”</b>                                   | means occupation of any part of the Development for its proposed uses pursuant to the Planning Permission excluding occupation for the purposes of construction and/or fitting out and/or marketing and “Occupation” and “Occupied” shall be construed accordingly; |
| <b>“100% Staircaser”</b>                          | means a lessee under a shared ownership lease who has exercised his or her right under that shared ownership lease to purchase 100% of the equity in his or her dwelling;   |
| <b>“the Open Market Dwellings”</b>                | means the Dwellings constructed in accordance with the Planning Permission which are not Affordable Housing Units;  |
| <b>“Open Space (Play Provision) Contribution”</b> | means the sum of one thousand two hundred and eighty one pounds thirty pence (£1,281.30) for each Dwelling being a contribution to the creation of additional provision to the play area within the parish of Kedington;  |
| <b>“the Planning Permission”</b>                  | means the outline planning permission subject to Conditions to be granted by the District Council in respect of the Property in accordance with the Application;  |

|   |   |
|---|---|
| <b>“the Property”</b>                   | means land at Hall Road/Mill Road, Kedington, Suffolk against which this Deed may be enforced shown edged red on the Property Plan;   |
| <b>“the Property Plan”</b>              | means the plan annexed at the Second Schedule to this Deed and marked “Property Plan”;  |
| <b>“Protected Tenant”</b>               | means any tenant who: <ul style="list-style-type: none"> <li>(a) has exercised the right to acquire pursuant to the Housing Act 1996, the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit;</li> <li>(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit.</li> </ul> |
| <b>“Public Open Space”</b>              | means the public open space to be provided as part of the Development in accordance with the Planning Permission;   |
| <b>“Public Open Space Contribution”</b> | means a commuted sum representing the cost of maintenance of the Public Open Space for a period of ten (10) years which will be calculated upon the submission of the relevant reserved matters applications and in accordance with the St Edmundsbury District Council Supplementary Planning Document for Open Space, Sport and Recreation Facilities (adopted December 2012) or any  |

subsequently adopted supplementary planning document;

**“Registered Provider of Social Housing” or “RPSH”** a Registered Provider of Social Housing within the meaning of Section 80 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) and as registered pursuant to Section 116 of the Housing and Regeneration Act 2008;

**“Relocation of Reptiles Contribution”** means the sum of fourteen thousand one hundred and nineteen pounds and fifty pence (£14,119.50) being a contribution to the cost of translocation of reptiles;

**“Rented Dwellings”** means housing let by a local authority or RPSH to Eligible Persons and which is subject to rent controls that require a rent of no more than 80% of the local market rent including service charges as appropriate;

**“Service Infrastructure”** means serviced by the provision of a suitable road access and mains water foul sewerage and usual gas, electrical and telecommunications services of adequate capacity and in the case of road access and foul sewers connected ultimately to highways and sewers maintainable at the public expense;

**“Shared Ownership”** means where the purchaser buys an initial share in the equity of property from the RPSH who retains the remainder of the equity and may charge a rent with the purchaser being able to purchase

additional shares (staircasing) and the net receipt for this is recycled for more Affordable Housing;

**“Shared Ownership Lease”**

means a lease of a Dwelling provided for Shared Ownership substantially in the form of the Homes England model shared ownership lease;

2. Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
3. 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.
4. Any reference to any enactment, regulation or order includes any statutory modification or re-enactment thereof for the time being in force.
5. 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.
6. 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.
7. Headings in this Deed are not intended to be taken into account in its construction or interpretation.
8. Where in this Deed reference is made to clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed
9. Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

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

### **STATUTORY PROVISIONS AND COVENANTS**

11. This Deed is made in pursuance of Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and for the avoidance of doubt it is hereby stipulated that to the extent that any covenant on the part of the Owner hereinafter contained requires the carrying out of any works or the doing of any other thing on or in relation to the property the provisions of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 apply to the said covenant, section 1 of the Localism Act 2011 and all other enabling powers.
12. The obligations created in the Third Schedule hereto are planning obligations insofar as they fall within the terms of Section 106 of the 1990 Act and the Community Infrastructure Levy Regulations 2010 (as amended) and are enforceable by the Councils.
13. Insofar as any of the covenants contained in this Agreement are not planning obligations within S106 of the 1990 Act they are entered into pursuant to the powers contained in S111 of the Local Government Act 1972, S1 of the Localism Act 2011 and all other enabling powers.
14. The Owner hereby covenants with the Councils so as to bind the Property and each and every part thereof to carry out and comply with the Obligations regulating the Development and use thereof specified in the Third Schedule hereto.
15. The Councils (as appropriate) covenant with the Owner to observe and perform the Obligations specified in the Fourth Schedule of this Deed.

### **AGREEMENTS AND DECLARATIONS**

16. This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable only against all persons that shall for the time being hold title to the same PROVIDED that the Obligations shall not be binding on a successor in title to a Chargee that has

sold any or all of the Affordable Housing Units pursuant to clause 29.3 or binding upon any protected tenant or any mortgagee or Chargee of a protected tenant or any person deriving title from a protected tenant or any successor in title thereto and their respective mortgagees or chargees and provided further 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 (or the relevant part) save in respect of any breach at a time when they held any such interest.

17. This Deed shall be a local land charge and shall be registered as such by the District Council.
18. 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.
19. The Obligations will come into effect on the Commencement of the Development save that this clause, clauses 18 and 42 and 49 will come into effect on the date hereof.
20. The Owner shall pay to the District Council and the County Council their respective reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed on the date hereof.
21. The Owner shall supply to the Councils (within twenty-one days of the date of the Councils' written requests to do so) such information as the Councils within their reasonable discretion consider they require in order to determine whether the terms and conditions of this Deed are being observed.
22. 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.

23. 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 Planning Permission granted (whether or not on appeal) after the date of this Deed.
24. This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Councils or the Owner) insofar as it has not already been complied with if the Planning Permission having been granted shall lapse without first having been Commenced or shall be varied or revoked other than at the request of the Owner or the Planning Permission having been granted is quashed following a successful legal challenge.
25. If any dispute shall arise between any of the parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute on the application of either party and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
26. The provisions of this clause shall not affect the ability of the 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.
27. 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, powers, duties and obligations of the Council may be as fully and effectually exercised as if they were not a party to this Deed.



28. 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.
29. The Affordable Housing obligations within the Third Schedule shall not be binding on:
  - 29.1 a Protected Tenant
  - 29.2 a 100% Staircaser
  - 29.3 a mortgagee of a Shared Ownership Lease or shared equity lease lawfully exercising the mortgagee protection provision within that lease
  - 29.4 a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or Chargee or receiver PROVIDED THAT
    - 29.4.1 such mortgagee or Chargee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units ("the RP Notice");
    - 29.4.2 if the Council provides written notice to the Chargee within four weeks of receipt of the RP Notice that acceptable arrangements can be made for the transfer of the Affordable Housing Units to either the Council or another Registered Provider of Social Housing within three calendar months of the date of the RP Notice the Chargee shall use reasonable endeavours over that period to complete a disposal of the Affordable Housing Units to another Registered Provider of Social Housing or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principle monies interest and costs and expenses; and
    - 29.4.3 if the Council does not serve the notice referred to in paragraph 29.4.2 within the four week period referred

to or such disposal has not completed within the three month period the Chargee shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing obligations within the Third Schedule which provisions shall determine absolutely

29.5 any person or body deriving through title through any of the parties referred to in clauses 29.1 to 29.4

30. The Financial Contributions (excluding the Affordable Housing Contribution) payable in accordance with the Third Schedule shall be increased by the application of the formula in clause 32.
31. In the event that any Financial Contribution payable in accordance with the Third Schedule is not paid by the date it is due that contribution shall become subject to interest at a rate of 4% above the Barclays Bank Plc base rate in force from time to time.
32. In accordance with Clause 30 the Financial Contributions payable by the Owner to the Councils under this Deed shall be increased by the application of the formula:  
$$A = B \times (C/D) \text{ where:}$$
  - 32.1 A is the sum payable under this Deed;
  - 32.2 B is the original sum calculated as the sum payable;
  - 32.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
  - 32.4 D is the BCIS Index for the month 2 months before the date of this Deed; and
  - 32.5 C/D is greater than 1.
33. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
34. None of the Obligations on the part of the Owners shall be enforceable against, save in respect of the obligations restricting occupation of the

Dwellings in the Third Schedule (but subject to clause 29), those persons who purchase (including purchasers by way of long lease) any Dwelling for occupation by themselves or their lessees tenants or individuals of the Dwellings.

35. The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.
36. Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Councils.
37. The Owner covenants and warrants to the Councils that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.
38. Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and such notices or other communications should be addressed as provided in Clause 39.3 below.
39. Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:
  - 39.1 if delivered by hand, upon delivery at the relevant address;
  - 39.2 if sent by first class post, at 9.00 am on the second working day after the date of posting; or
  - 39.3 if sent by facsimile, when successfully transmitted except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 pm, such notice or other communication shall be deemed to be received at 9.00 am on the next working day.

The address for the District Council is:

Head of Planning and Regulatory Services, West Suffolk house,  
Western Way, Bury St. Edmunds, Suffolk, IP33 3YU

The address for the County Council is:

Executive Director of Economy, Skills and Environment,  
Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX

The address for the Owner is:

Company Secretary, 17 Hanover Square, London W1S 1BN

40. If a party changes its name, address, facsimile number or relevant addressee for the purposes of this clause it shall notify the other party in writing.
41. Where the agreement approval consent or expression of satisfaction is required by the Owner from the District Council and/or County Council under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed
42. The Owner will notify the Councils in writing 21 days prior to:
  - 42.1 The Commencement Date;
  - 42.2 Occupation of the first Dwelling;
  - 42.3 Occupation of the fifteenth (15<sup>th</sup>) Dwelling;
  - 42.4 Occupation of the 7th Free Market Dwelling; and
  - 42.5 The Completion Date.
43. 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.
44. The Owner agrees with the District Council and the County Council to give each of them independently written notice of any transfer in ownership of any of its freehold interests in the Site occurring before all the positive obligations under this Deed have been discharged such notice to be served

within twenty one (21) days of such transfer and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like.

45. At all times during normal construction hours on not less than twenty-four (24) hours written notice (except in case of emergency with or without notice) the Owner shall allow any employee or agent of either or both of the Councils entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed but subject to those exercising the right accompanied by the Owner's contractors' site manager or other relevant officer and complying with all reasonable health and safety and other site-specific requirements.
46. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
47. This Deed is governed by and interpreted in accordance with the law of England and Wales.
48. 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.
49. The Owner further agrees declares and covenants to pay to the Council one thousand pounds (£1,000.00) and to pay the County Council one thousand pounds (£1,000.00) on completion of this Deed towards the costs of reporting and monitoring the obligations contained in this Deed

**IN WITNESS WHEREOF** the Councils and the Owner have executed this Deed the day and year first hereinbefore written.

# **FIRST SCHEDULE**

## **The Conditions**

1 Application for the approval of the matters reserved by conditions of this permission shall be made to the Local Planning Authority before the expiration of three years from the date of this permission. The development hereby permitted shall be begun not later than whichever is the latest of the following dates:-

i. The expiration of three years from the date of this permission;

or

ii. The expiration of two years from the final approval of the reserved matters; or,

iii. In the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: To conform with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2 Details of the appearance, layout, and scale, (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the local planning authority before any development begins and the development shall be carried out as approved.

Reason: Required to be imposed pursuant to Section 92 of the Town and Country Planning Act 1990 (as amended) and to enable to the Local Planning Authority to exercise proper control over these aspects of the development.

3 The development hereby permitted shall not be carried out except in complete accordance with the details shown on the following submitted plans;

Site Location Plan - drawing number 891/06, rev A  
Landscape Proposal 22 September 2014LSDP 11148.01  
Tree Plan - drawing number 4047-D, rev B

Reason: To ensure the satisfactory development of the site.

4 No development approved by this planning permission shall take place until such time as a detailed scheme for surface water drainage has been submitted to, and approved in writing by, the local planning authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

Planning and Regulatory Services, West Suffolk Council, West Suffolk House,  
Western Way, Bury St Edmunds, Suffolk, IP33 3YU



Reason: To ensure a satisfactory method of surface water drainage.

- 5 Prior to any development hereby approved commencing on site details of the off site pedestrian crossing, road markings and signage and the access shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall be in general accordance with those shown on drawing number E03118/03/04 Rev A (Option 2) and drawing number E03118/03/02. The approved access shall be installed in its entirety before any other work on site commence and the approved off site pedestrian crossing, road markings and signage shall be carried out in their entirety and be made available for public use prior to any dwellings hereby approved being first occupied.

Reason: To ensure that the access is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of road safety and that the nearby Lime Trees are not unduly harmed. Additionally, to ensure that the occupiers of the dwellings have a safe route to the adjacent primary school.

- 6 Before the development is commenced details of the areas to be provided for storage of Refuse/Recycling bins shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be carried out in their entirety and made available before the dwelling to which they relate is first occupied and retained thereafter for no other purposes.

Reason: To ensure the satisfactory development of the site.

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

Reason: To prevent hazards caused by flowing water or ice on the highway in the interests of road safety.

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

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

- 9 The new estate road junction(s) with Mill Road inclusive of cleared land within the sight splays to this junction must be formed prior to any other



works commencing or delivery of any other materials.

Reason: To ensure that the access is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of road safety.

- 10 Before the development is commenced details of the areas to be provided for the manoeuvring and parking of vehicles including secure cycle storage shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter and used for no other purpose.

Reason: To ensure that sufficient space for the on-site parking of vehicles is provided.

- 11 Before the access is first used clear visibility at a height of 0.6 metres above the carriageway level shall be provided and thereafter permanently maintained in that area between the nearside edge of the metalled carriageway and a line 2.4 metres from the nearside edge of the metalled carriageway at the centre line of the access point and a distance of 43 metres in each direction along the edge of the metalled carriageway from the centre of the access. Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) no obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow within the areas of the visibility splays.

Reason: To ensure vehicles exiting the access would have sufficient visibility to enter the public highway safely and vehicles on the public highway would have sufficient warning of a vehicle emerging to take avoiding action in the interests of road safety

- 12 No works on site involving any ground disturbance shall commence until the developer has first carried out a programme of archaeological work in accordance with a Written Scheme of Investigation which first shall have been submitted to and approved in writing by the Local Planning Authority. The Written Scheme of Investigation shall include an assessment of significance and research questions; and:
- a. The programme and methodology of site investigation and recording
  - b. The programme for post investigation assessment
  - c. Provision to be made for analysis of the site investigation and recording
  - d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
  - e. Provision to be made for archive deposition of the analysis and records of the site investigation

- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.

The Written Scheme of Investigation shall include an assessment of significance and research questions; and:

Reason: 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 affected by this development, in accordance with Policy DM20 of the Joint Development Management Policies Document, Policy CS2 of St Edmundsbury Core Strategy 2010 and the National Planning Policy Framework (2012).

- 13 No building shall be occupied or otherwise used until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Condition 12.

Reason: 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 affected by this development, in accordance with Policy DM20 of the Joint Development Management Policies Document, Policy CS2 of St Edmundsbury Core Strategy 2010 and the National Planning Policy Framework (2012).

- 14 No dwellings shall be occupied until confirmation has been received by the Local Planning Authority in writing that the foul drainage will connect to the public sewerage system at a point in Dash End Lane (manhole 8002) in accordance with a Drainage Strategy submitted and approved in writing by the Planning Authority.

Reason: To prevent environmental and amenity problems arising from flooding.

- 15 Before any development or any demolition work hereby permitted is commenced, a comprehensive construction and site management programme shall be submitted to and approved in writing by the Local Planning Authority. The programme shall include the following details:-

(a) site set-up and general arrangements for storing plant (including cranes), materials, machinery and equipment, offices and other facilities and contractors vehicle parking, loading, unloading and vehicle turning areas;

[Planning and Regulatory Services, West Suffolk Council, West Suffolk House,  
Western Way, Bury St Edmunds, Suffolk, IP33 3YU](#)

- (b) noise method statements and noise levels for each construction activity including any piling and excavation operations;
- (c) dust, dirt and vibration method statements and arrangements;
- (d) site lighting.

Reason: To protect the amenity of nearby residential properties and to ensure biodiversity is protected

- 16 Demolition, site clearance/preparation, earth works, deliveries or construction works etc shall not take place outside 08:00 hours and 18.00 hours on Mondays to Fridays and 08:00 hours to 13.00 hours on Saturdays. No work shall be carried out at the site at any time on Sundays, Bank or Public Holidays.

Reason: To protect the amenity of nearby residential properties and to ensure biodiversity is protected

- 17 No development shall commence until a scheme for the provision of fire hydrants within the application site have been submitted to and approved in writing by the Local Planning Authority. No part of the development shall be occupied or brought into use until the fire hydrants have been provided in accordance with the approved scheme. Thereafter the hydrants shall be retained in their approved form unless the prior written consent of the Local Planning Authority is obtained for any variation.

Reason: To ensure the adequate supply of water for fire fighting/community safety.

- 18 No development shall commence until samples of the facing and roofing materials to be used have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the external appearance of the development is satisfactory.

- 19 No development shall be commenced until details of the treatment of the site boundaries have been submitted to and approved in writing by the Local Planning Authority. The details shall specify the siting, design, height and materials of the screen walls/fences to be constructed or erected and/or the species, spacing and height of hedging to be retained and / or planted. The approved screen walling and/or fencing shall be constructed or erected before the dwelling to which it relates is first occupied. The approved soft landscaping to be planted shall be done so within 12 months of the date when the dwelling to which it relates is first occupied. Any planting removed, dying, being severely damaged or becoming seriously diseased within five years of planting shall be replaced by soft landscaping of similar



size and species to those originally required to be planted.

Reason: To ensure that the external appearance of the development is satisfactory.

- 20 Prior to occupation of the dwellings hereby approved, a safety inspection of the trees included within the Western boundary tree belt will take place and the findings of this inspection shall be submitted to and approved in writing by the Local Planning Authority with a management plan for the site (including public open space and the ecological objectives for this part of the site). The findings of the inspection shall be undertaken prior to occupation of the dwellings and the management plan shall be implemented and operated as approved.

Reason: To protect the amenity of the trees.

- 21 At the same time as the reserved matter details are submitted a scheme of non structural landscaping for the site drawn to a scale of not less than 1:200 shall be submitted to the Local Planning Authority. The soft landscaping details shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants noting species, plant sizes and proposed numbers/ densities. The approved scheme of landscaping works shall be implemented not later than the first planting season following commencement of the development (or within such extended period as may first be agreed in writing with the Local Planning Authority). Any planting removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season thereafter with planting of similar size and species unless the Local Planning Authority gives written consent for any variation.

Note: Details shown on LSDP 11148.01 are the approved structural landscaping and are discussed further under condition 24 below

Reason: To enhance the appearance of the development and to ensure that the most important and vulnerable trees are adequately protected during the period of construction.

- 22 No development shall commence until full details of a hard landscaping scheme for the site has been submitted to and approved in writing by the Local Planning Authority. These details shall include proposed finished levels and contours showing earthworks and mounding; surfacing materials; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulations areas; hard surfacing materials; minor artefacts and structures (for example furniture, play equipment, refuse and/or other storage units, signs, lighting and similar features); proposed and existing functional services above and below ground (for example drainage, power,

communications cables and pipelines, indicating lines, manholes, supports and other technical features); retained historic landscape features and proposals for restoration where relevant. The scheme shall be implemented prior to the occupation of any part of the development (or within such extended period as may first be agreed in writing with the Local Planning Authority).

Reason: To enhance the appearance of the development and to ensure that the most important and vulnerable trees are adequately protected during the period of construction.

- 23 All ecological measures and tree works shall be carried out in accordance with the recommendations contained within the Ecological Report by Adonis Ecology and the Tree Assessment for bats carried out by Adonis Ecology Ltd dated 10th October and thereafter shall be retained.

A plan showing the location of bat boxes within the site and a specification of the boxes shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme of bat boxes shall be installed prior to first occupation of the dwellings hereby approved unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure that wildlife habitats and protected species are not adversely affected by this development.

- 24 All planting comprised in the approved details of landscaping shown on drawing LSDP 11148.01 shall be carried out in the first planting season following the commencement of the development (or within such extended period as may first be agreed in writing with the Local Planning Authority). Any planting removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season thereafter with planting of similar size and species unless the Local Planning Authority gives written consent for any variation.

Note: Details shown on LSDP 11148.01 are the approved structural landscaping

Reason: To enhance the appearance of the development and ensure a satisfactory environment, in accordance with policies DM2, DM12 and DM13 of the West Suffolk Joint Development Management Policies Document 2015, Chapters 12 and 15 of the National Planning Policy Framework and all relevant Core Strategy Policies.

- 25 No development approved by this planning permission shall commence until the following components to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:

[Planning and Regulatory Services, West Suffolk Council, West Suffolk House,  
Western Way, Bury St Edmunds, Suffolk, IP33 3YU](#)

- i) A site investigation scheme (based on the approved Preliminary Risk Assessment (PRA) within the approved Desk Study), to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
- ii) The results of a site investigation based on i) and a detailed risk assessment, including a revised Conceptual Site Model (CSM).
- iii) Based on the risk assessment in ii), an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken. The strategy shall include a plan providing details of how the remediation works shall be judged to be complete and arrangements for contingency actions. The plan shall also detail a long term monitoring and maintenance plan as necessary.

Reason: To protect and prevent the pollution of controlled waters, future end users of the land, neighbouring land, property and ecological systems from potential pollutants associated with current and previous land uses in line with National Planning Policy Framework (NPPF), paragraphs 109, 120, 121, Environment Agency Groundwater Protection: Principles and Practice (GP3), Policy CS2 (Sustainable Development) of the Core Strategy and Policy DM14 of the Joint Development Management Policy. This condition requires matters to be agreed prior to commencement since it relates to consideration of below ground matters that require resolution prior to further development taking place, to ensure any contaminated material is satisfactorily dealt with.

- 26 No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the remediation strategy in condition 26 iii) is submitted and approved, in writing, by the Local Planning Authority. The long term monitoring and maintenance plan in iii) shall be updated and be implemented as approved.

Reason: To protect and prevent the pollution of controlled waters, future end users of the land, neighbouring land, property and ecological systems from potential pollutants associated with current and previous land uses in line with National Planning Policy Framework (NPPF), paragraphs 109, 120, 121, Environment Agency Groundwater Protection: Principles and Practice (GP3), Policy CS2 (Sustainable Development) of the Core Strategy and Policy DM14 of the Joint Development Management Policy. This condition requires matters to be agreed prior to commencement since it relates to consideration of below ground matters that require resolution prior to further development taking place, to ensure any contaminated material is satisfactorily dealt with.

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



remediation strategy shall be implemented as approved.

Reason: To protect and prevent the pollution of controlled waters, future end users of the land, neighbouring land, property and ecological systems from potential pollutants associated with current and previous land uses in line with National Planning Policy Framework (NPPF), paragraphs 109, 120, 121, Environment Agency Groundwater Protection: Principles and Practice (GP3), Policy CS2 (Sustainable Development) of the Core Strategy and Policy DM14 of the Joint Development Management Policy.

28 Prior to the first occupation of the dwellings hereby approved an ecological management plan shall be submitted to and approved in writing by the Local Planning Authority. This plan will include the following:

- o Details of the on-site habitat
- o Details of the proposed reptile translocation sites
- o A management plan for the future of these sites

The approved development shall be implemented in accordance with the approved details.

Reason: To ensure that wildlife habitats and protected species are not adversely affected by this development.

29 Prior to development commencing on the hereby approved scheme full details of a new shared footway/cycle shall link, which links into Taylors Farm Road in the general location of the link shown on drawing no. 2891/05B shall be submitted to and approved in writing by the Local Planning Authority. The new link shall be laid out and completed broadly in accordance with the approved details and be made available for use prior to the 20th dwelling hereby approved being first occupied or in accordance with a delivery timetable agreed in writing with the Local Planning Authority. Thereafter the new link shall be retained in the specified form and available for public use.

Reason: To ensure that the site creates a safe walking and cycling route to travel from the village to Taylors Farm Road.

30 Any submission of reserved matters required by condition 1 of this planning permission shall, for the approval in writing by the Local Planning Authority, include the following information for the area of the site included in the reserved matters submission:

A scheme for the provision of affordable housing for the development. The scheme shall include full details of the number, type, size, tenure and location on the site of the affordable housing. The affordable housing shall be provided in accordance with the Councils adopted Supplementary Planning Document on Affordable Housing and shall include a minimum of 5%

designed to reach the Lifetime Homes Standard (or equivalent measure in any replacement Standard applicable at the time of the development). The approved development shall be carried out and thereafter occupied in complete accordance with the approved scheme.

Reason;

To ensure affordable housing of the appropriate type, tenure and location positioning within the site are secured as part of the design and layout of the development at the reserved matters stage/s,

#### Informatives:

- 1 Any failure to adhere to approved plans or to comply with any conditions or limitation attached to this permission/consent may lead to enforcement action being taken. This permission may be invalidated if conditions requiring compliance before commencement are not complied with.
- 2 The project may be subject to the requirements of the Building regulations 2010. Advice and assistance can be obtained from our Building Control Team on 01284 757387 or [building.control@westsuffolk.gov.uk](mailto:building.control@westsuffolk.gov.uk). They will work with you offering competitive fee quotations and pre-application advice upon request.
- 3 This permission does not grant any approval or consent which may be required under any enactment, byelaw, order or registration other than the Town and Country Planning Act 1990 or under any covenant.
- 4 The development hereby approved should be built in accordance with the approved plans as a further planning permission will be required where material alterations or revisions are proposed to an approved scheme. An application for non-material changes to the planning permission can be submitted in writing to the Local Planning Authority under Section 96A(4) of the Town and Country Planning Act 1990. A specific form will be required for that purpose and these are available via the Planning Portal or they can be downloaded from the council's website at [www.westsuffolk.gov.uk](http://www.westsuffolk.gov.uk). A fee of £34 for a householder application or £234 for all other applications will be required in order to register the application.
- 5 Any works to a watercourse (i.e. main river, ordinary watercourse, ditches, dykes, cuts) require separate permits or consents from the local drainage authority before construction takes place. Please contact the following drainage authority if works affect:-



- Main river – may require environmental permit from the Environment Agency

- Non-main river – may require land drainage consent under section 23 of the Land Drainage Act 1991 either from the Lead Local Flood Authority or IDB.

- 6 It is expected that the reserved matter details shall include details of the estate roads and footpaths, (including layout, levels, gradients, surfacing and means of surface water drainage)
- 7 Any failure to adhere to approved plans or to comply with any conditions or limitations attached to this permission/ consent may lead to enforcement action being taken. This permission may be invalidated if conditions requiring compliance before commencement are not complied with.
- 8 The project may be subject to the requirements of the Building Regulations 2010. Advice and assistance can be obtained from our Building Control Team on 01284 757387 or [building.control@westsuffolk.gov.uk](mailto:building.control@westsuffolk.gov.uk). They will work with you offering competitive fee quotations and pre-application advice upon request.
- 9 In accordance with the 'National Planning Policy Framework' the Council confirms it has implemented the requirement to work with the applicant in a positive and proactive way.
- 10 The responsibility for the safe development and secure occupancy of the site rests with the developer. If contamination is found on the site that was not previously identified, the Borough Council's Environmental Health Department should be contacted as a matter of urgency to discuss the situation.
- 11 In accordance with the Regulation 11D of the Town and Country Planning (Fees for Applications and Deemed Applications)(Amendment)(England) Regulations 2008, a fee of £116 will be charged for each request for the discharge of a condition(s) attached to this planning permission. The fee will need to be submitted with each request. Cheques should be made payable to St Edmundsbury Borough Council.
- 12 This permission is the subject of an Obligation dated \*\*\*\* under Section 106 of the Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991.

## NOTES

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

Planning Applications:                   Section 78  
Town and Country Planning Act 1990

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

Advertisement Applications:       Section 78  
Town and Country Planning Act  
1990 Regulation 15  
Town and Country Planning  
(Control of Advertisements)  
Regulations 2007

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

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

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he/she will not normally be prepared to exercise

Planning and Regulatory Services, West Suffolk Council, West Suffolk House,  
Western Way, Bury St Edmunds, Suffolk, IP33 3YU

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

2. If permission or consent to develop land or carry out works is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use by the carrying out of any development or works which has been or would be permitted they may serve on the Council of the district in which the land is situated, a purchase notice requiring the Council to purchase his interest in the land in accordance with the provisions of Section 137 of the Town and Country Planning Act 1990 or Section 32 Planning (Listed Buildings and Conservation Areas) Act 1990.
3. If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto:inquiryappeals@planninginspectorate.gov.uk)) at least 10 days before submitting the appeal. Further details are on GOV.UK.

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



**SECOND SCHEDULE**

**The Property Plan**





Property Plan

24730

1368



© Crown Copyright and database rights 2017 OS 100023282.

St Edmundsbury BC  
Western Way  
Bury St Edmunds  
IP33 3YU  
01284 763233

Forest Heath & St Edmundsbury councils  
**West Suffolk**  
working together  
www.westsuffolk.gov.uk

Forest Heath DC  
College Heath Road  
Mildenhall  
IP28 7EY  
01638 719000

Scale: 1:1200  
Printed on: 22/12/2017 at 12:50 PM by ndulieu



© Crown Copyright and database rights 2017  
OS 100023282/100019675.





**THIRD SCHEDULE**  
**The Planning Obligations**

Affordable Housing

The Owner covenants:

1. Not to Occupy or permit Occupation of more than fifty percent (50%) of the Open Market Dwellings before the Affordable Housing Units have been constructed and the Owner has transferred all freehold or leasehold interest in the Affordable Housing Units to a Registered Provider of Social Housing or in relation to the Shared Ownership housing (where not transferred to an RPSH) directly to an individual purchaser lessee or tenant
2. To ensure the transfer referred to in paragraph 2 of this Schedule to the Registered Provider and their successors in title will contain a covenant to enter into a Nomination Agreement with the District Council prior to Occupation of the Affordable Housing Units
3. To ensure the conditions on which the Affordable Housing Units shall be transferred shall include but not be limited to the following:
  - 3.1 to have good and marketable freehold title;
  - 3.2 be remediated where necessary so that the land is fit for the proposed use;
  - 3.3 be on terms that at the date of the transfer the following are (unless otherwise agreed by the Registered Provider of Social Housing) provided up to a point immediately adjacent to the boundary of the Affordable Housing Units:
    - 3.3.1 an adoptable road constructed to base course and subject to an agreement under Section 38 of the Highways Act 1980;
    - 3.3.2 adoptable public sewers and drains subject to an agreement under Section 104 of the Water Industry Act 1991;

- 3.3.3 gas water electricity telecommunications infrastructure with sufficient capacity to serve each Affordable Housing Unit; and
  - 3.3.4 such necessary rights as the Owners may reasonably require to be reserved
- 4. To ensure the Affordable Housing Units shall not be used for any purpose other than as Affordable Housing but subject to the provisions of clause 29 of this Deed.
- 5. Upon completion of the transfer referred to in paragraph 2 of this Schedule pay the District Council the Affordable Housing Payment if properly required

#### Financial Contributions

- 6. The Owner covenants to pay to the County Council the Education Contribution (Primary) and the Education Contribution (Secondary) prior to the first Occupation of the fifteenth (15<sup>th</sup>) Dwelling
- 7. The Owner covenants not to Occupy or permit or allow Occupation of more than fourteen (14) Dwellings unless and until the Education Contribution (Primary) and the Education Contribution (Secondary) have been paid in full
- 8. The Owner covenants to pay to the County Council the Libraries Contribution prior to the first Occupation of the fifteenth (15<sup>th</sup>) Dwelling
- 9. The Owner covenants not to Occupy or permit or allow Occupation of more than fourteen (14) Dwellings unless and until the Libraries Contribution has been paid in full
- 10. The Owner covenants to pay to the County Council the Bus Stops Contribution prior to the first (1<sup>st</sup>) Occupation of the Development
- 11. The Owner covenants not to Occupy or permit or allow Occupation of any Dwellings unless and until the Bus Stops Contribution has been paid in full
- 12. The Owner shall pay to the District Council the Relocation of Reptiles Contribution prior to the first (1<sup>st</sup>) Occupation of the Development

13. The Owner shall pay to the District Council the Community/Sports Facilities Contribution prior to the twenty-fifth (25<sup>th</sup>) Occupation of the Development
14. The Owner shall pay to the District Council the Open Space (Play Provision) Contribution prior to the twenty-fifth (25<sup>th</sup>) Occupation of the Development

Public Open Space

15. Prior to Occupation of the twenty fifth (25<sup>th</sup>) Dwelling the Owner shall have completed the Public Open Space in accordance with the Permission to the satisfaction of the District Council such satisfaction will be acknowledged in writing by the District Council and not to be unreasonably withheld or delayed
16. Twelve (12) months after the written acknowledgement by the District Council of the satisfactory completion of the Public Open Space the Owner shall (at its discretion) either:
  - 16.1 transfer the Public Open Space to the District Council or to another public body as directed by the District Council with freehold ownership or a lease with a minimum term of 125 years; or
  - 16.2 transfer to a third party and make arrangements for the Public Open Space to be maintained in perpetuity to the reasonable satisfaction of the District Council
17. During the twelve month period after the acknowledgement of satisfactory completion by the District Council the Owner shall maintain the Public Open Space to the reasonable satisfaction of the District Council (such approval is to be deemed given where delayed beyond 12 weeks)
18. Upon the transfer of the Public Open Space to the District Council or other public body the Owner shall pay the Public Open Space Contribution to the District Council or the public body as directed by the District Council

## **FOURTH SCHEDULE**

### **Obligations of the Councils**

1. The District Council shall issue the Planning Permission as soon as reasonably practicable after the execution of this Deed.
2. The County Council hereby covenants with the Owner to use the Bus Stops Contribution towards the provisions of hard standing, raised kerbs and bus shelters at two bus stops on Hundon Road.
3. The County Council hereby covenants with the Owner to use the Education Contribution (Primary) or pass the Education Contribution (Primary) onto a third party for use towards the provision of new, enhanced or improved primary school facilities serving the Development.
4. The County Council hereby covenants with the Owner to use the Education Contribution (Secondary) or pass the Education Contribution (Secondary) onto a third party for use towards the provision of new, enhanced or improved secondary school facilities serving the Development.
5. The County Council hereby covenants with the Owner to use the Libraries Contribution towards improving and enhancing facilities including books and resources serving the Development.
6. The County Council shall if requested to do so in writing within a period of one (1) year after the expiry of ten (10) years from the Completion Date repay to any person such amount of the Bus Stops Contribution, the Education (Primary and Secondary) Contributions and the Libraries Contribution or any part of thereof (as appropriate) 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 within twenty-eight (28) Working Days together with any interest on the amount to be repaid applied at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end on receipt of a written request. 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.

7. The District Council hereby covenants with the Owner to hold the Community/Sports Facilities Contribution in an interest bearing account and apply it and any interest accrued only towards public open space, sport and recreation facilities within the vicinity of the Development.
8. The District Council hereby covenants with the Owner that in the event that the Community/Sports Facilities Contribution or any part of it has not been committed for the purposes referred to in paragraph 5 of this Schedule above within ten years of the date of the Completion Date then the District Council will repay to the party who made the payment so much of the Community/Sports Facilities Contribution as shall remain uncommitted together with any accrued interest thereon.
9. The District Council hereby covenants with the Owner to hold the Open Space (Play Provision) Contribution in an interest bearing account and apply it and any interest accrued only towards the creation of additional provision to the play area within the parish of Kedington
10. The District Council hereby covenants with the Owner that in the event that the Open Space (Play Provision) Contribution or any part of it has not been committed for the purposes referred to in paragraph 7 of this Schedule above within ten years of the date of the Completion Date then the District Council will repay to the party who made the payment so much of the Open Space (Play Provision) Contribution as shall remain uncommitted together with any accrued interest thereon.
11. The District Council hereby covenants with the Owner to hold the Relocation of Reptile Contribution in an interest bearing account and apply it and any interest accrued only towards the provision of the management of habitat for the relocated reptiles.
12. The District Council hereby covenants with the Owner that in the event that the Relocation of Reptiles Contribution or any part of it has not been committed for the purposes referred to in paragraph 9 of this Schedule above within five years of the date of the Completion Date then the District Council will repay to the party who made the payment so much of the Relocation of Reptiles Contribution as shall remain uncommitted together with any accrued interest thereon.

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

[Redacted]

Authorised Signatory



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

[Redacted]

Authorised Signatory



EXECUTED as a DEED by MILTON )  
INVESTMENTS LIMITED )  
(incorporated in the Turks and )  
Caicos Islands) by the signatures )  
of *Tom F. Lewis and* being a )  
*Tommy Parker-Jones* person who in accordance with )  
the laws of that territory is acting )  
under the authority (expressed )  
or implied) of the Company: )

[Redacted]