

DATED 21 January 2021

MID SUFFOLK DISTRICT COUNCIL (1)

-and-

SUFFOLK COUNTY COUNCIL (2)

-and-

HARROW ESTATES PLC (3)

PLANNING OBLIGATION UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990

relating to
Land to the west of the former bacon factory
St Edmunds Drive
Elmswell Bury
St Edmunds
IP30 9HF



Redrow Homes Ltd
Legal Department
Redrow House
St David's Park
Flintshire
CH5 3RX
Ref: MH/NR/SJS/H1
V11 19.01.2021

Contents

Clause

1.	Interpretation.....	1
2.	Statutory provisions	11
3.	Conditionality	12
4.	Covenants to the Council.....	12
5.	Covenants by the Council.....	12
6.	Release.....	12
7.	Determination of deed	12
9.	Local land charge	13
9.	Council's costs	13
10.	Indexation	13
11.	Ownership.....	13
12.	Reasonableness	14
13.	Cancellation of entries	14
14.	No fetter of discretion.....	14
15.	Waiver.....	14
16.	Future Permissions.....	15
17.	Agreements and Declarations	15
18.	Notices	15
19.	Third party rights.....	16
20.	Value added tax.....	16
20.	Governing Law.....	16

SCHEDULES

SCHEDULE 1 - OWNER'S COVENANTS WITH THE DISTRICT COUNCIL

SCHEDULE 2 - OWNER'S COVENANTS WITH THE COUNTY COUNCIL

SCHEDULE 3 - COVENANTS BY THE COUNTY COUNCIL

SCHEDULE 4 - OPEN SPACE AND PLAY AREAS

ANNEXURES

Annex A. Nominations Agreement

Annex B. Plan

Annex C. Draft Planning Permission

Annex D. Draft Transfer

THIS DEED is dated

21 January

2021

- (1) **MID-SUFFOLK DISTRICT COUNCIL** of Endeavour House 8 Russell Road Ipswich IP1 2BX (**District Council**).
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich IP1 2BX of Endeavour House 8 Russell Road Ipswich IP1 2BX (**County Council**)
- (3) **HARROW ESTATES PLC** (Company Registration Number: 06825371) of Redrow House St David's Park Flintshire CH5 3RX (**Owner**).

BACKGROUND

- (A) The District Council is the local planning authority for the purposes of TCPA 1990 for the area in which the Property is situated.
- (B) The County Council is the local highway authority (except for trunk roads) and is the local education authority and is also a local planning authority for the purposes of TCPA for the area in which the Property is situated and by whom the obligations contained in this deed are enforceable.
- (C) The Owner is the freehold owner of the Property free from encumbrances.
- (D) The Owner has made the Planning Application and is proposing to carry out the Development.
- (E) The District Council having regard to the development plan and all material considerations in accordance with section 70(2) TCPA 1990 resolved at its meeting on 28 October 2020 that Planning Permission should be granted for the Development subject to the prior completion of this deed to regulate the Development and to secure the planning obligations contained in this deed.
- (F) The District Council enters into this deed to the intent that the requirements of the District Council's policies are met and that any objections by the District Council to the grant of planning permission on the basis of those policies are overcome.
- (G) The District Council and the County Council consider and the Owners acknowledge that the Development should not proceed unless certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing and pursuant to Section 106 TCPA 1990 the parties have agreed to enter into this deed in order to secure the planning obligations contained in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

Definitions:

"Affordable Housing"	has the meaning given to that term in Annex 2 of the National Planning Policy Framework 2020
"Affordable Housing Nomination Agreement"	an agreement (or number of agreements) substantially in the form set out in Annex A (subject to such amendments as may be reasonably required by the Registered Provider with a view to ensuring that the objectives of that agreement are met) dealing with the allocation of the Affordable Housing or the allocation of any given tenure or type of Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and "Nomination Agreement" shall have the same meaning
"Affordable Housing Scheme"	a written scheme approved by the District Council as part of the reserved matters application for the written approval of the District Council identifying the location number of bedrooms, mix and tenure of each Affordable Housing Unit (unless otherwise agreed in writing with the District Council)
"Affordable Housing Units"	means 35% (Thirty Five Percent) of the Dwellings to be provided on the Property pursuant to the Planning Permission to be Occupied as Affordable Housing in accordance with the Affordable Housing Scheme
"Affordable Rent"	means housing made available by a Registered Provider as low-cost rental accommodation (as defined by section 69 of the Housing and Regeneration Act 2008) with a rent charged at a level up to 80% of the equivalent market rent

	including any service charges applicable
"Bus Stop Improvement Contribution"	the sum of £15,000.00 (fifteen thousand pounds) BCIS Indexed payable in accordance with and subject to Schedule 2 of this deed
"BCIS Index"	the All In Tender Price Index published by the Building Cost Information Services 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 equivalent basis of indexation as may be agreed between the Parties hereto
"BCIS Indexed"	the increase in any sum referred to in the Schedule 2 by an equivalent to be increase in the BCIS Index to be calculated in accordance with Clause 10 of this deed
"Completion of Development"	the date that the last Dwelling is first Occupied
"Chargee of the Registered Provider"	any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or housing administrator pursuant to section 101 of the Housing and Planning Act 2016
"Commencement of Development"	the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: <ul style="list-style-type: none"> • demolition works;

- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Property.

and the words **Commence** and **Commences** shall be construed accordingly.

"Commencement Date"	the date Development Commences.
"Development"	the development of the Property authorised by the Planning Permission.
"Dwelling"	any dwelling (including a house bungalow flat or maisonette) to be constructed on the Property pursuant to the Planning Permission and "Dwellings" shall be construed accordingly.
"Elmswell Link Road"	means a proposed road intended to be adopted for public use from Station Road Elmswell to School Road Elmswell passing through the Property and intended to relieve traffic in the centre of Elmswell
"Footpath/Cycleway Improvements Contribution"	the sum of £850.00 (Eight Hundred and Fifty Pounds) BCIS Indexed per Dwelling permitted to be constructed pursuant to the Planning Permission (subject to any reserved matters application approved) payable in accordance with Schedule 2 of this deed

"HE"	means Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers
"Link Road Strip"	means that part of the Property shown coloured orange and hatched orange on the Plan which is to form part of Elmswell Link Road
"Management Company"	a company or body who will take over responsibility for the future maintenance of the Open Space and Play Areas in perpetuity and which definition may include a resident's association established for this purpose or a private limited company
"Market Housing Units"	those Dwellings which are general market housing for sale or rent on the open market and which are not Affordable Housing Units
"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly
"Open Space and Play Areas"	the land to be identified in the Open Space and Play Areas Scheme to be used for the provision of public open space or play areas on the Property as part of the Development
"Open Space and Play Areas"	

Scheme"	a written scheme identifying land within the Property for the provision of open space and play areas and providing for the laying out equipping and future management and maintenance of Open Space and Play Areas
"Open Space and Play Areas Transfer(s)"	<p>a transfer (or number of transfers) of the Open Space and Play Areas to be approved in writing by the District Council which shall include the following provisions</p> <ul style="list-style-type: none"> a) the Owner shall transfer the freehold estate free from encumbrances save those set out in the title and those contained in the Open Space and Play Areas Transfer(s) b) all easements and rights necessary in relation to access for the benefit of the Open Space and Play Areas c) any exceptions and reservations in relation to drainage and services support and access of light and air for the benefit of any retained land d) a restrictive covenant by the Management Company not to use or permit the transferred land to be used for any purpose other than for the provision of recreation facilities or amenity land for use by the general public or as open space
"Plan"	the plan attached as Annex B.
"Planning Application"	the application for outline planning permission registered by the Council on 29 April 2020 under reference number DC/20/01677.
"Planning Permission"	the planning permission to be granted by the Council in respect

	of the Planning Application in the draft form attached as Annex C.
"Pre-School Contribution"	the sum of £2,111.95 (Two Thousand One Hundred and Eleven Pounds) BCIS Indexed per Dwelling permitted to be constructed pursuant to the Planning Permission (subject to any reserved matters application approved) payable in accordance with Schedule 2 of this deed
"Primary School Contribution"	the sum of £5,145.85 (Five Thousand One Hundred and Forty Five Pounds Eighty Five Pence) BCIS Indexed per Dwelling permitted to be constructed pursuant to the Planning Permission (subject to any reserved matters application approved) payable in accordance with Schedule 2 of this deed
"Property"	the land to the west of the former Bacon Factory St Edmunds Drive Elmswell Bury St Edmunds IP30 9HF shown edged red on the Plan being part of the land registered at HM Land Registry with freehold title absolute under title number SK159296
"Protected Tenant"	any tenant who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit
"Registered Provider"	means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by HE pursuant to Chapter 3 of that Act or any other body first approved in writing by the District Council

	and for the avoidance of doubt this can include the District Council.
"RPI Index"	the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any such alternative equivalent index or comparable measure of price inflation as the parties hereto shall agree
"RPI Indexed"	the increase in any sum referred to in Schedule 2 by an amount equivalent to the increase in the RPI Index from the date hereof until the date on which such sum is paid to be calculated in accordance with Clause 10 of this Deed
"Secondary School Transport Contribution"	the sum of £1,112.30 (One Thousand One Hundred and Twelve Pounds Thirty Pence) RPI Indexed per Dwelling permitted to be constructed pursuant to the Planning Permission (subject to any reserved matters application approved) payable in accordance with Schedule 2 of this deed
"Shared Ownership Dwellings:"	Dwellings to be let on a Shared Ownership Lease to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time in force in accordance with the terms as set out in HE's capital funding guide and the term "Shared Ownership Dwelling" shall be construed accordingly
"Shared Ownership Lease"	a long lease (over 99 years) of a

Dwelling granted at a premium whereby not less than ten percent (25%) and no more than seventy percent (70%) on first purchase of the equitable interest in the Shared Ownership Dwelling is paid by a lessee upon completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the lessee to acquire up to one hundred percent (100%) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates

"Travel Plan"

means a management plan that outlines targets, objectives, and a package of measures to encourage sustainable travel choices and reducing reliance on the private car in relation to the Development, which is monitored and reviewed annually, to mitigate the potential highway impact of the Development

"Travel Plan Contribution"

the sum of £580.00 (Five Hundred and Eighty Pounds) BCIS Indexed per Dwelling permitted to be constructed pursuant to the Planning Permission (subject to any reserved matters application approved) payable in accordance with Schedule 2 of this deed

"TCPA 1990"

Town and Country Planning Act 1990 (as amended by the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008) and includes any statute for the time being in force which amends consolidates or replaces it.

"VAT" value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

"Working Day" means any day from Monday to Friday (inclusive) which is not a Bank Holiday, Good Friday or any of the days falling from Christmas Day to New Year's Day inclusive and 'Working Days' shall be constructed accordingly.

- 1.1 Clause headings shall not affect the interpretation of this deed.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the District Council or the County Council the successors to its respective statutory functions.
- 1.7 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.10 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated

(in each case, other than in breach of the provisions of this deed) from time to time.

- 1.11 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.12 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.15 Wherever in this deed a number of dwellings is to be calculated with reference to a percentage and the result is not a whole number it shall be rounded down

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 Subject to clause 2.4 below the covenants, restrictions and obligations contained in this deed are enforceable by the District Council or the County Council as the case may be in accordance with section 106 of the TCPA 1990.
- 2.4 No planning obligations contained in this deed shall be binding on:
- (a) any freehold or leasehold owners or occupiers of individual Dwellings constructed pursuant to the Planning Permission (or their respective mortgagees)
 - (b) any statutory utility corporation or other supplier of utilities or services in respect of land held by them for their operational purposes

- (c) any management company responsible for the management or maintenance of any common areas within the Property of which such company may take a transfer or lease
- (d) any Registered Provider of Affordable Housing in respect of the Affordable Housing Units constructed within the Property and acquired by them or in respect of any land within the Property acquired by them on which such Affordable Housing Units are to be constructed (or any Chargee of the Registered Provider) save in relation to the provision of this deed which relate to Affordable Housing

3. CONDITIONALITY

With the exception of clauses 2, 3, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19 20 and 21 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

4. COVENANTS TO THE COUNCILS

- 4.1 The Owner covenants with the District Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1.
- 4.2 The Owner covenants with the County Council to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

5. COVENANTS BY THE COUNCILS

- 5.1 The District Council covenants with the Owner to observe and perform the covenants, restrictions and obligations on its part contained in Schedule 2
- 5.2 The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 3

6. RELEASE

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

7. DETERMINATION OF DEED

The obligations in this deed (with the exception of clause 9) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;

- (b) is modified varied or revoked under section 97 of TCPA 1990 other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

8. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

9. COUNCIL'S COSTS

The Owner shall pay to the Council on or before the date of this deed:

- (a) the District Council's and the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.
- (b) The Owner covenants to pay to the County Council on or before completion of this deed a contribution of £1648.00 (sixteen hundred and forty-eight pounds) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this deed.

10. INDEXATION

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

10.1.1 A is the sum payable under this deed;

10.1.2 B is the original sum payable;

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

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

10.1.5 provided always that in the event that the sum of C/D is less than one (1) then the sum of C/D shall be one (1)

11. OWNERSHIP

11.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

11.2 Until the covenants, restrictions and obligations in Schedule 1 and Schedule 2 have been complied with, the Owner will give to the District Council and the County Council within ten (10) Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property save where such disposition is made to or by a party named in clause 2.4 of this deed:

(a) the name and address of the person to whom the disposition was made;
and

(b) the nature and extent of the interest disposed of.

12. REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the District Council or the County Council under this deed shall not be unreasonably withheld or delayed.

13. CANCELLATION OF ENTRIES

13.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the applicable Council's reasonable and proper costs) the District Council or the County Council will issue a written confirmation of such performance or discharge.

13.2 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to clause 7 (and subject to the payment of the Council's reasonable and proper costs and charges) the District Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

14. NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the District Council or the County Council's statutory rights, powers, discretions and responsibilities.

15. WAIVER

No failure or delay by the District Council or the County Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that

or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. FUTURE PERMISSIONS

- 16.1 The planning obligations contained in this deed shall bind the Property and if they have already taken effect shall continue to bind the Property in the event that development takes place under a permission issued under section 73 of the TCPA 1990 with reference to the Planning permission and its conditions
- 16.2 Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation under s73 of the TCPA 1990 or amendment thereof) granted after the date of the Planning Permission.

17. AGREEMENTS AND DECLARATIONS

The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the District Council or the County Council in the exercise of any other statutory function.

18. NOTICES

- 18.1 Any notice to be given under this deed must be in writing and must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service.
- 18.2 Any notice to be given under this deed must be sent to the relevant party as follows:
- (a) to the District Council at Endeavour House 8 Russell Road Ipswich IP1 2BX marked for the attention of The Chief Planning Officer.
 - (b) to the County Council at Endeavour House 8 Russell Road Ipswich IP1 2BX marked for the attention of The Executive Director of Growth, Highways and Infrastructure
 - (c) to the Owner at Redrow House St David's Park Flintshire CH5 3RX marked for the attention of the Company Secretary;

or as otherwise specified by the relevant party by notice in writing to each other party.

18.3 Any notice given in accordance with clause 18.1 and clause 18.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 p.m on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the Working Day after posting.

18.4 A notice given under this deed shall not be validly given if sent by fax or e-mail.

18.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

20. VALUE ADDED TAX

20.1 Each amount stated to be payable by the District Council or the County Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any).

20.2 If any VAT is at any time chargeable on any supply made by the District Council or the County Council or the Owner under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

21. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

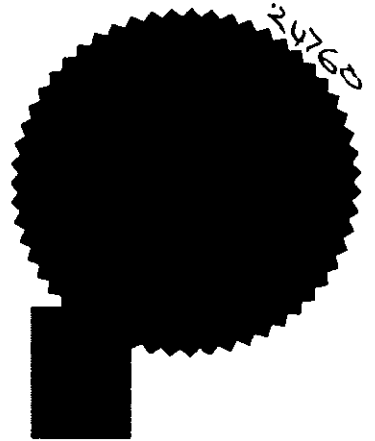
**THE COMMON SEAL of
MIDSUFFOLK DISTRICT COUNCIL**
was affixed to this document
in the presence of:

.....
Authorised signatory

**THE COMMON SEAL of
SUFFOLK COUNTY COUNCIL**
was affixed to this document
in the presence of:



.....
Signatory



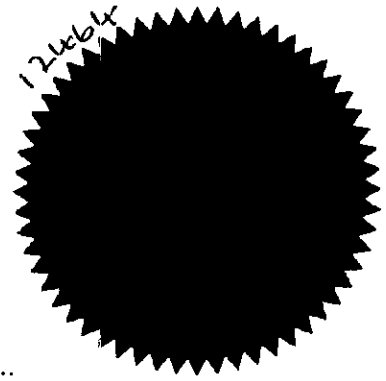
**EXECUTED as a DEED by
HARROW ESTATES PLC**
acting by a Director:

in the presence of:-

.....
Signature of Director

Signature of witness
Name (in BLOCK CAPITALS)
Address.....
.....
.....

**THE COMMON SEAL of
MIDSUFFOLK DISTRICT COUNCIL**
was affixed to this document
in the presence of:




Authorised signatory

**THE COMMON SEAL of
SUFFOLK COUNTY COUNCIL**
was affixed to this document
in the presence of:

.....
Authorised signatory

**EXECUTED as a DEED by
HARROW ESTATES PLC**
acting by a Director:

in the presence of:-

.....
Signature of Director

Signature of witness
Name (in BLOCK CAPITALS)
Address.....
.....
.....

**THE COMMON SEAL of
MIDSUFFOLK DISTRICT COUNCIL**
was affixed to this document
in the presence of:

.....
Authorised signatory

**THE COMMON SEAL of
SUFFOLK COUNTY COUNCIL**
was affixed to this document
in the presence of:

.....
Authorised signatory

**EXECUTED as a DEED by
HARROW ESTATES PLC**
acting by a Director:


Signature of Director

in the presence of:-

Signature of witness
Name (in BLOCK CAPITALS) MATT BLW HLG CWS
Address RIDGON HOUSE ST DAVIDS PARK
FLINTSHIRE
CH5 3RX

SCHEDULE 1

OWNER'S COVENANTS WITH THE DISTRICT COUNCIL

PART 1

- 1 The Owner shall within ten (10) Working Days' give written notice to the District Council following each of the following events
- 1.1 Commencement of Development
 - 1.2 Occupation of 50% of Market Housing Units
 - 1.3 Occupation of 80% of Market Housing Units
 - 1.4 Completion of the Development

PART 2

AFFORDABLE HOUSING

- 1.1 35% (Thirty Five Percent) of the Dwellings shall be Affordable Housing Units which shall be made available in accordance with the Affordable Housing Scheme
- 1.2 The Owner shall submit the Affordable Housing Scheme to the District Council for approval with the first application for reserved matters consent
- 1.3 The Owner covenants not to Commence Development until the Affordable Housing Scheme has been submitted to and approved (such approval not be unreasonably withheld or delayed) by the District Council in writing PROVIDED THAT an amended, revised or substituted Affordable Housing Scheme may be approved by the District Council following the Commencement of the Development and once approved by the District Council such scheme will form part of this deed as if the same had been fully set out herein
- 1.4 Having given notice under paragraph 1.1 of the Schedule 1 Part 1 above the Owner shall endeavour to agree with the District Council on the identity of the Registered Provider to which the Affordable Housing Units are to be transferred such agreement not to be unreasonably withheld or delayed. The Owner may Commence the Development whilst that process is ongoing but if no agreement has been reached at the expiration of the period of six (6) months' following the Commencement of the Development the District Council shall be entitled to nominate a Registered Provider

- 1.5 The Owner shall construct or procure the construction of the Affordable Housing Units in accordance with the Affordable Housing Scheme
- 1.6 Subject to paragraph 1.9 to 1.10 inclusive below the Owner shall not
 - 1.6.1 Occupy or permit Occupation of more than fifty percent (50%) of the Market Housing Units until fifty percent (50%) of the Affordable Housing Units have been constructed, are ready for Occupation and have been transferred to the Registered Provider
 - 1.6.2 Occupy or permit Occupation of more than eighty percent (80%) of the Market Housing Units until all of the Affordable Housing Units have been constructed, are ready for Occupation and have been transferred to the Registered Provider
- 1.7 Any transfer to a Registered Provider of any Affordable Housing Unit or Units or of land on which any Affordable Housing Unit or Units will be constructed shall be:
 - 1.7.1 with vacant possession;
 - 1.7.2 free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker) other than those contained in the relevant transfer;
 - 1.7.3 subject to grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
 - 1.7.4 subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation, use, maintenance and management of the Development;
 - 1.7.6 subject to a requirement to enter into the Affordable Housing Nomination Agreement between the District Council and the Registered Provider
- 1.8 The Affordable Housing Units shall be Occupied for no other purpose than as Affordable Housing save where provided otherwise in paragraphs 1.9 and 1.10 below
- 1.9 The District Council and the Owners agree that the obligations and restrictions contained in paragraph 1.8 of this part of this schedule shall not bind:
 - 1.9.1 a Chargee of the Registered Provider who has complied with the provisions of paragraph 1.10 of this part of this Schedule;
 - 1.9.2 any Protected Tenant;

- 1.9.3 any Affordable Housing Unit where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant scheme under section 21 of the Housing Act 1996 or any amendment or replacement thereof;
- 1.9.4 a leaseholder of a Shared Ownership Dwelling who has exercised their right under a shared ownership lease and has acquired 100% of the equity of their Dwelling; or
- 1.9.5 any person or body deriving title through or from any of the parties mentioned in this paragraph 1.9.
- 1.10 Any Chargee of the Registered Provider shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give prior written notice to the District Council of its intention to dispose:
- 1.10.1 in the event that the District Council responds within one (1) month from receipt of a notice indicating that
- (a) reasonable arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard it/them as Affordable Housing Unit(s); and
 - (b) that such a transfer would take place within two (2) months from receipt of the notice referred to in sub-paragraph (a) above then the Chargee of the Registered Provider shall cooperate with such reasonable arrangements and use reasonable endeavours to secure such transfer
- 1.10.2 if the District Council does not serve its response to the notice served by the Registered Provider pursuant to paragraph 1.10 within one (1) month then the Chargee of the Registered Provider shall be entitled to dispose free of the restrictions set out in this Schedule 1 Part 2 which shall from the time of the completion of the disposal cease to apply
- 1.10.3 if the District Council cannot within two (2) months' of the date of service of its response under paragraph 1.10.1 secure such transfer then provided that the Chargee of the Registered Provider shall have complied with its obligations under paragraph 1.10 the Chargee of the Registered Provider shall be entitled to dispose free of the restrictions set out in this Schedule 1 Part 2 which shall from the time of the completion of the disposal cease to apply

PROVIDED THAT at all times the rights and obligations in this paragraph 1.10 shall not require the Chargee of the Registered Provider to act contrary to its duties and rights under the charge or mortgage and that the District Council must give consideration to protect the interest of the Chargee of the Registered Provider in respect of monies outstanding under the charge or mortgage.

PART 3

LINK ROAD STRIP

Following the Occupation of 75% of the Dwellings the Owner shall within 20 Working Days of receipt of a written request from the District Council transfer to the District Council for a consideration of One Pound (£1.00) the freehold estate of the Link Road together with all necessary rights of way over the estate roads and footpaths on the Property for the purposes of access to and egress from the publicly maintained highway subject to covenants on the part of the District Council contained in the said form of the draft transfer at Annex D

SCHEDULE 2

OWNER'S COVENANTS WITH THE COUNTY COUNCIL

1. The Owner shall within ten (10) Working Days' give written notice to the County Council following each of the following events:

- 1.1. Commencement of Development
- 1.2. completion of the first Dwelling so that it is capable of being Occupied
- 1.3. first Occupation of the 16th Dwelling
- 1.4. first Occupation of the 48th Dwelling
- 1.5. Completion of Development

2. **BUS STOP IMPROVEMENT CONTRIBUTION**

Prior to first Occupation of the first Dwelling permitted to be constructed as part of the Development the Owner covenants to pay to the County Council the Bus Stop Improvement Contribution towards the cost of improving the existing bus stops serving the Development PROVIDED THAT the Owner shall not be required to pay the Bus Stop Contribution where the improvement works in respect of which that contribution is to be applied are to be undertaken separately pursuant to an existing agreement pursuant to s278 Highway Act 1980

3. **FOOTPATH/CYCLEWAY IMPROVEMENTS CONTRIBUTION**

The Owner covenants with the County Council as follows:

- (a) to pay the Footway/Cycleway Improvements Contribution to the County Council prior to first Occupation of the 17th Dwelling; and
- (b) not to Occupy or permit first Occupation of more than 16 Dwellings until the Footway/Cycleway Improvements Contribution has been paid in full to the County Council

4. **PRE-SCHOOL CONTRIBUTION**

The Owner covenants with the County Council as follows:

- (a) to pay a sum equivalent to 50% of the Pre-School Contribution prior to first Occupation of the 17th Dwelling permitted to be constructed as part of the Development; and
- (b) not to Occupy or permit first Occupation of more than 16 Dwellings prior to payment of 50% of the Pre-School Contribution to the County Council;
- (c) to pay a further sum equivalent to 50% of the Pre-School Contribution prior to first Occupation of the 49th Dwelling permitted to be constructed as part of the Development (or where less than 49 Dwellings have been so permitted the final Dwelling); and
- (d) not to Occupy or permit first Occupation of more than 48 Dwellings (or where less than 49 Dwellings have been permitted to be constructed as part of the Development the final Dwelling) prior to a further payment of 50% of the Pre-School Contribution to the County Council;

5. PRIMARY SCHOOL CONTRIBUTION

The Owner covenants with the County Council as follows:

- (a) to pay a sum equivalent to 50% of the Primary School Contribution prior to first Occupation of the 17th Dwelling permitted to be constructed as part of the Development; and
- (b) not to Occupy or permit first Occupation of more than 16 Dwellings prior to payment of 50% of the Primary School Contribution to the County Council;
- (c) to pay a further sum equivalent to 50% of the Primary School Contribution prior to first Occupation of the 49th Dwelling permitted to be constructed as part of the Development (or where less than 49 Dwellings have been so permitted the final Dwelling); and
- (d) not to Occupy or permit first Occupation of more than 48 Dwelling (or where less than 49 Dwellings have been permitted to be constructed as part of the Development the final Dwelling) prior to a further payment of 50% of the Primary School Contribution to the County Council

6. SECONDARY SCHOOL TRANSPORT CONTRIBUTION

The Owner covenants with the County Council as follows:

- (a) to pay a sum equivalent to 50% of the Secondary School Transport Contribution prior to first Occupation of the 17th Dwelling permitted to be constructed as part of the Development; and
- (b) not to Occupy or permit first Occupation of more than 16 Dwellings prior to payment of 50% of the Secondary School Transport Contribution to the County Council;

- (c) to pay a further sum equivalent to 50% of the Secondary School Transport Contribution prior to first Occupation of the 49th Dwelling permitted to be constructed as part of the Development (or where less than 49 Dwellings have been so permitted the final Dwelling); and
- (d) Not to Occupy or permit first Occupation of more than 48 Dwellings (or where less than 49 Dwellings have been permitted to be constructed as part of the Development the final Dwelling) prior to a further payment of 50% of the Secondary School Transport Contribution to the County Council;

7. TRAVEL PLAN CONTRIBUTION

The Owner covenants with the County Council as follows:

- (a) to pay the Travel Plan Contribution to the County Council at least six (6) months prior to first Occupation of the first Dwelling; and
- (a) not to Occupy or permit first Occupation of any Dwellings unless and until the Travel Plan Contribution has been paid to the County Council.

SCHEDULE 3

COUNTY COUNCIL'S COVENANTS

1. BUS STOP IMPROVEMENT CONTRIBUTION

- 1.1 Not to use any part of the Bus Stop Improvement Contribution other than for the purposes for which it was paid (whether by the County Council or another party).
- 1.2 If requested to do so in writing after the expiry of ten (10) years from the date the Bus Stop Contribution is received within a further period of one (1) year to pay to any person such amount of the Bus Stop Improvement Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 1.3 If the Bus Stop Improvement Contribution paid to the County Council pursuant to this deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date the Bus Stop Contribution is received within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

2. FOOTPATH/CYCLEWAY IMPROVEMENTS CONTRIBUTION

- 2.1 Not to use any part of the Footpath/Cycleway Improvements Contribution other than to provide a footway/cycleway link between Elmswell and Woolpit (whether by the County Council or another party).
- 2.2 If requested to do so in writing after the expiry of ten (10) years from the date the Footway/Cycleway Improvements Contribution is received within a further period of one (1) year to pay to any person such amount of the Footway/Cycleway Improvements Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.

- 2.3 If the Footway/Cycleway Improvements Contribution paid to the County Council pursuant to this deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date the Footway/Cycleway Improvements Contribution is received within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

3. PRE-SCHOOL CONTRIBUTION

- 3.1 Not to use any part of the Pre-School Contribution other than towards the costs of the construction of a new pre-school serving Elmswell (whether by the County Council or another party).
- 3.2 If requested to do so in writing after the expiry of ten (10) years from the Completion of Development within a further period of one (1) year to pay to any person such amount of the Pre-School Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 3.3 If the Pre-School Contribution paid to the County Council pursuant to this deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

4. PRIMARY SCHOOL CONTRIBUTION

- 4.1 Not to use any part of the Primary School Contribution other than towards the costs of the construction of a new primary school on land situated off Bury Road Woolpit (whether by the County Council or another party).
- 4.2 If requested to do so in writing after the expiry of ten (10) years from the Completion of Development within a further period of one (1) year to pay to any person such amount of the Primary School Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable

- 4.3 If the Primary School Contribution paid to the County Council pursuant to this deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

5. SECONDARY SCHOOL TRANSPORT CONTRIBUTION

- 5.1 Not to use any part of the Secondary School Transport Contribution other than to fund school transport provision for secondary-age pupils to the nearest secondary school for a minimum of five years (whether by the County Council or another party).
- 5.2 If requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year to pay to any person such amount of the Secondary School Transport Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 5.3 If the Secondary School Transport Contribution paid to the County Council pursuant to this deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

6. TRAVEL PLAN CONTRIBUTION

- 6.1 Not to use any part of the Travel Plan Contribution other than towards the cost of implementing, annually monitoring and reviewing a Travel Plan for the Development (whether by the County Council or another party)
- 6.2 If requested to do so in writing after the expiry of ten (10) years from the date the Travel Plan Contribution is received within a further period of one (1) year to pay to any person such amount of the Secondary School Transport Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable

- 6.3 If the Travel Plan Contribution paid to the County Council pursuant to this deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date the Travel Plan Contribution is received within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

SCHEDULE 4

OPEN SPACE AND PLAY AREAS

1. The Owner shall submit the Open Space and Play Areas Scheme to the District Council before Commencement of Development and in parallel with the first application for approval of reserved matters
2. The Owner shall not Commence Development until the Open Space and Play Areas Scheme has been approved in writing by the District Council (such approval not be unreasonably withheld or delayed)
3. The Owner shall prepare and lay out the Open Space and Play Areas in accordance with the Open Space and Play Areas Scheme
4. The Owner shall not occupy or permit occupation of more than such number of Dwellings (market and affordable housing units) as may be specified in the Open Space and Play Areas Scheme before the District Council has confirmed in writing that it is satisfied that the Open Space and Play Areas have been provided in accordance with the Open Space and Play Areas Scheme
5. The Owner shall keep the Open Space and Play Areas open to the public at all reasonable times PROVIDED ALWAYS that the Owner or Management Company (as appropriate) shall be entitled to close or make unavailable the Open Space and Play Areas during period in which it is undertaking construction maintenance or any other works thereto
6. The Owner shall at their own cost maintain the Open Space and Play Areas in accordance with the Open Space and Play Areas Scheme until the date of the Open Space and Play Areas Transfer(s) as described in paragraph 7 below
7. The Owner shall after having received the District Council's written confirmation under paragraph 4.4 above of its satisfaction with the provision of the Open Space and Play Areas transfer the freehold of the Open Space and Play Areas to the Management Company by means of the Open Space and Play Areas Transfer(s) no later than twelve months after Completion of Development and the Owner shall have no liability in respect of the Open Space and Play Areas following the date of such transfer(s)
8. For the avoidance of doubt the Open Space/Play Areas can be transferred in full to the Management Company or if the parties (acting reasonably) so agree in part and the consideration payable by the transferee shall be one pound (£1) for each deed of transfer that is required

Annex A

NOMINATIONS AGREEMENT

THIS DEED OF NOMINATION RIGHTS is made the _____ day of
202X

BETWEEN:

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

1. Definitions

In this Deed:

- 1.1 'Affordable Housing' Has the meaning given to that term in Annexe 2 of the
National Planning Policy Framework 2020
- 1.2 'Affordable Housing Units' means 35% (Thirty Five Percent) of the Dwellings to
be provided on the Property pursuant to the Planning Permission to be Occupied
as Affordable Housing in accordance with the Affordable Housing Scheme
- 1.3 'Affordable Rent' means housing made available by a Registered Provider as
low cost rent accommodation (as defined by the Housing and Regeneration Act
2008 Section 69) with a rent charged at a level up to 80% of the equivalent market
rent inclusive of service charges applicable or the local housing allowance rate
- 1.4 'Chargee' for the purposes of this Nominations Agreement means any mortgagee
or chargee of the Registered Provider or the successors in title to such mortgagee
or chargee or any receiver or manager (including an administrative receiver)
appointed pursuant to the Law of Property Act 1925 or housing administrator
pursuant to section 101 of the Housing and Planning Act 2016
- 1.5 'Chargee's Duties' means the tasks and duties set out in Clause 10.4 of this
deed

- 1.6 **'Gateway to Homechoice'** means the Greater Haven Gateway sub-regional choice based lettings system (or any replacement or similar system in place at the time)
- 1.7 **'Initial Let'** means the first tenancy of such newly constructed and previously unoccupied Affordable Housing Unit
- 1.8 **'Local Connection Criteria'** means an individual who immediately before taking up occupation of an Affordable Housing Unit:
- 1.8.1 had his only or principal home in the district of Mid Suffolk for a continuous period of not less than 2 years and in the event that there are no or insufficient individuals qualifying under this sub-paragraph then the choice of person shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-paragraphs 1.8.2 to 1.8.4 inclusive
- 1.8.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than 2 years in the district of Mid Suffolk and wishes to be near that relative or
- 1.8.3 is employed in the district of Mid Suffolk on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for 2 years
- 1.8.4 who during the period commencing from the date on which an Affordable Housing Unit to which such individual is eligible pursuant to this sub-paragraph becomes available (for the purposes of this sub-paragraph called the "Availability Date") can provide satisfactory written evidence to the District Council of his or her former residency in the district of Mid Suffolk for either (i) six months out of the preceding twelve months or (ii) three years out of the preceding five years and in either case such period of former residency shall end with the Availability Date
- 1.9 **'Nomination List'** means the Gateway to Homechoice Short List produced in accordance with the Service Level Agreement

- 1.10 **'Nominee'** means a person named on the Nomination List who satisfies the Local Connection Criteria and is verified by the District Council as best meeting the criteria for the category of Affordable Housing Unit in respect of which the Registered Provider is to select a person from the Nomination List and offer a Tenancy Agreement
- 1.11 **'Practical Completion'** means issue of a certificate of practical completion by the Registered Provider's surveyor or in the event that the Affordable Housing Units are constructed by a party other than the Registered Provider the issue of a certificate of practical completion by that other party's surveyor
- 1.12 **'Property'** means the land and dwellings at land to the West of the Bacon Factory St Edmunds Road Elmswell Suffolk IP30 9HF shown edged red on the plan annexed to this deed
- 1.13 **'Protected Tenant'** means any Nominee who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit
- 1.14 **'Registered Provider'** means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept by Homes England Chapter III of that Act. For the avoidance of doubt this could include the Council
- 1.15 **"the Service Level Agreement"** means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the Registered Provider and Others (1) and the District Council and Others (2)
- 1.16 **'Shared Ownership Dwelling'** means an Affordable Dwelling to be let on a Shared Ownership Lease in accordance with the terms as set out in Homes England's capital funding guide or any other such guidance as shall replace it
- 1.17 **'Shared Ownership Lease'** means a lease or sub-lease of an Affordable Dwelling granted at a premium whereby not less than ten percent (25%) and no more than up to seventy percent (70%) of the Open Market Value on first purchase of the legal and equitable interest in the Shared Ownership Dwelling is paid by the

tenant upon completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 100% of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates and which lease shall allow a rent to be charged on the remainder of the equitable interest not purchased such rent not to exceed an annual sum calculated at 2.75% of the value of the equity retained by the Registered Provider at the date of the grant of the Shared Ownership Lease or such other figure permitted by Homes England from time to time and any capital receipt received by the Registered Provider in excess of 80% as a result of the tenant exercising their right to staircase out to 100% shall be retained by the Registered Provider for re-investment in Affordable Housing within the district of Mid Suffolk for a period of five years from the date of receipt and if not spent within 5 years the Registered Provider will be able to expend such sums for Affordable Housing elsewhere

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

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

1.20 **'Void'** means an Affordable Housing Unit which is vacant otherwise than as a result of the tenant having:

1.20.1 moved to other accommodation either by transfer or decant provided by the Registered Provider

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

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

1.21 **'Void Notice'** means a written notice given by the Registered Provider to the District Council (in a form to be agreed between the Registered Provider and the District Council within one month from the date of this deed) the function of such a notice being the notification to the District Council of a Void

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

2 Enabling Provisions

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

3 Procedure

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

3.1 Initial lets

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

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

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

3.2 Voids

Should any Affordable Housing Unit become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and

in each case the Gateway to Homechoice Service Level Agreement procedure shall apply

4. Supplemental provisions relating to allocating Initial Lets and Voids

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

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

5. Registered Provider covenants

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

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

5.2 To ensure that the Affordable Housing Units are let on the basis of a Tenancy Agreement and they are all retained and managed by a Registered Provider in accordance with the objectives of such Registered Provider

6. Alteration of lists

6.1 The District Council and the Registered Provider agree that the nomination rights contained in this deed may be varied from time to time by agreement in writing by the parties

7. Notices

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

8 Transfer to other Registered Provider

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

9 Disputes

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

10 Agreements and declarations

The parties agree:

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

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

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

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

successor in title thereto and their respective mortgagees and chargees;

10.3.2 any Affordable Housing Unit where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant scheme under section 21 of the Housing Act 1996 or any amendment or replacement thereof;

10.3.3 a leaseholder of a Shared Ownership Dwelling who has exercised their right under a shared ownership lease and acquired 100% of the equity of their property;

10.3.4 any Chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty;

10.3.5 any mortgagee and any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to either of them; or

10.3.6 any person or body deriving title through or from any of the parties mentioned in this clause 10.3

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

10.4.1 in the event that the District Council responds within one month from receipt of the Registered Provider's notice given in accordance with clause 10.4 indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such

transfer at a price and upon such terms as are reasonably acceptable to the Chargee

10.4.2 if the District Council does not serve its response to the Registered Provider's notice given in accordance with clause 10.4 within the said period of one month contained in clause 10.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this deed.

10.4.3 if the District Council or any other person cannot within two (2) months' of the date of service of the District Council's response under clause 10.4.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 10.4 the Chargee shall be entitled to dispose free of the restrictions set out in this deed

PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the District Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

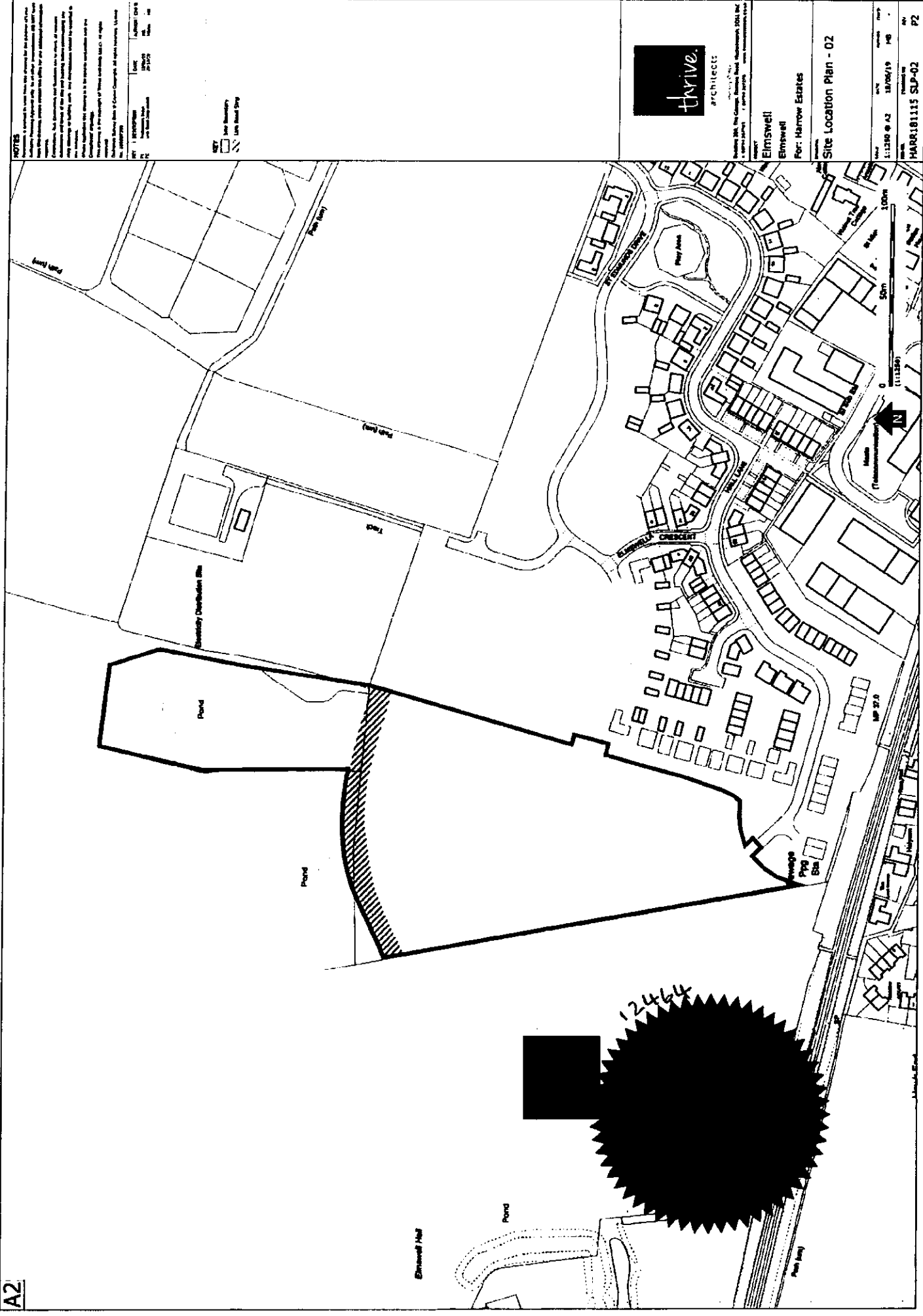
AS WITNESS whereof the parties have executed this Instrument as a Deed hereto the day and year first above written

SIGNATORIES

DISTRICT COUNCIL

REGISTERED PROVIDER

Annex B - Plan



NOTES

1. All dimensions are given in meters unless otherwise stated.

2. All dimensions are given in meters unless otherwise stated.

3. All dimensions are given in meters unless otherwise stated.

4. All dimensions are given in meters unless otherwise stated.

5. All dimensions are given in meters unless otherwise stated.

6. All dimensions are given in meters unless otherwise stated.

7. All dimensions are given in meters unless otherwise stated.

8. All dimensions are given in meters unless otherwise stated.

9. All dimensions are given in meters unless otherwise stated.

10. All dimensions are given in meters unless otherwise stated.

NO.	REVISION	DATE	BY	CHKD
01	ISSUED FOR PERMIT	18/06/19	...	...
02	...	...	...	...

New Boundary
 Existing Boundary
 Level Road Day
 Level Road Night



Building 200, The Gateway, South of Park, Harrow, Middlesex HA1 1AA
 T: 020 8855 1234 F: 020 8855 5678
 E: info@thrivearchitects.co.uk W: www.thrivearchitects.co.uk

Eimswell
 Eimswell
 For: Harrow Estates

Site Location Plan - 02
 Scale: 1:1250 @ A2
 Date: 18/06/19
 Project: HARR181135 SLP-02

NO.	REVISION	DATE	BY	CHKD
01	ISSUED FOR PERMIT	18/06/19	...	...
02	...	...	...	...

Annex C - Draft Planning Permission

Philip Isbell – Chief Planning Officer
Sustainable Communities

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

Website: www.midsuffolk.gov.uk



OUTLINE PLANNING PERMISSION

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

Correspondence Address:

The Planning Consultancy
Bridge Farm
Sam
Malpas
SY14 7LN

Applicant:

Harrow Estates Plc
Bridgemere House
Chester Road
Preston Brook
WA7 3BD

Date Application Received: 28-Apr-20

Application Reference: DC/20/01677

Date Registered: 29-Apr-20

Proposal & Location of Development:

Outline Planning Application (access to be considered, all other matters reserved) - Site remediation works (Phase 1) and the erection of up to 65 dwellings with the safeguarding of land for the potential future delivery of a relief road, public open space and associated landscaping (Phase 2)

Land To The West Of The Former Bacon Factory, Elmswell, ,

Section A – Plans & Documents:

This decision refers to drawing no./entitled SPL-02 P1 received 28/04/2020 as the defined red line plan with the site shown edged red. Any other drawing showing land edged red whether as part of another document or as a separate plan/drawing has not been accepted or treated as the defined application site for the purposes of this decision.

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

Proposed Access Plan 0001-C (dated 4-09-2019) - Received 28/04/2020
Soft Landscaping Strategy 03000 PL02 - Received 28/04/2020
Topographic Survey 0929/01A Sheet 1-2 - Received 28/04/2020
Illustrative Masterplan IMP-01 P2 - Received 28/04/2020
Site Location Plan SPL-01 P9 - Received 28/04/2020
Defined Red Line Plan SPL-02 P1 - Received 28/04/2020

Section B:

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

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

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

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

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

Before any development is commenced, approval of the details of the appearance, scale and layout of the building(s), the means of access thereto (other than the main vehicular accesses to and from the site which are not reserved) and the landscaping of the site (hereinafter called "the reserved matters") shall be obtained in writing from the Local Planning Authority.

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

3. APPROVED PLANS & DOCUMENTS

The development hereby permitted shall be carried out in accordance with the drawings/documents listed under Section A above and/or such other drawings/documents as may be approved by the Local Planning Authority in writing pursuant to other conditions of this permission or such drawings/documents as may subsequently be approved in writing by the Local Planning Authority as a non-material amendment following an application in that regard. Such development hereby permitted shall be carried out in accordance with any Phasing Plan approved under Section A, or as necessary in accordance with any successive Phasing Plan as may subsequently be approved in writing by the Local Planning Authority prior to the commencement of development pursuant to this condition.

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

4. ACTION REQUIRED PRIOR TO COMMENCEMENT: CONSTRUCTION METHOD STATEMENT

No works shall take place, including any demolition, until a Construction Method Statement has been submitted to and approved, in writing, by the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period and shall provide details for:

- a) the parking of vehicles of site operatives and visitors;
- b) hours of deliveries and hours of work;
- c) loading and unloading of plant and materials;
- d) haul routes for construction traffic on the highway network and monitoring and review mechanisms;
- e) storage of plant and materials used in constructing the development;
- f) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
- g) wheel washing facilities;
- h) measures to control the emission of dust and dirt during construction; and
- i) a scheme for recycling/disposing of waste resulting from construction works.

Reason: In order to ensure that the construction takes place in a suitable manner and to ensure that amenities of existing residents are protected as far as reasonable.

5. **ACTION REQUIRED CONCURRENT WITH RESERVED MATTERS: NOISE MITIGATION SCHEME**

A noise mitigation scheme for proposed residential properties that are in the vicinity of the railway shall be submitted to and approved, in writing, by the Local Planning Authority. All residential units shall thereafter be designed so as not to exceed the noise criteria given below:

- 60dB LAeq 16 hours (daytime, 07:00-23:00, outside)
- 55dB LAeq 8 hours (night, 23:00-07:00, outside)

Such detail and appropriate consequential noise mitigation measures as shall have been agreed, in writing, by the Local Planning Authority shall be implemented prior to occupation of any building on the site and shall be maintained as agreed thereafter.

Reason: To ensure that the development hereby permitted is not detrimental to the amenity of the future residents by reason of undue external noise where there is insufficient information within the submitted application.

6. **ACTION REQUIRED IN EVENT UNEXPECTED CONTAMINATION IS DISCOVERED**

If, during development, contamination not previously identified is found to be present at the site then no further development within the affected area of the site (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 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. National Planning Policy Framework (NPPF) paragraph 170 states that the planning system should contribute to

and enhance the natural and local environment by preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels of water pollution. Government policy also states that planning policies and decisions should also ensure that adequate site investigation information, prepared by a competent person, is presented (NPPF, paragraph 178).

7. ACTION REQUIRED PRIOR TO COMMENCEMENT: CONTAMINATION REMEDIATION VERIFICATION PLAN

No development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), shall take place until a scheme that includes 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:

A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express written consent of the local planning authority. The scheme shall be implemented as approved.

Reason - 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. National Planning Policy Framework (NPPF) paragraph 170 states that the planning system should contribute to and enhance the natural and local environment by preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels of water pollution. Government policy also states that planning policies and decisions should also ensure that adequate site investigation information, prepared by a competent person, is presented (NPPF, paragraph 178).

8. ACTION REQUIRED PRIOR TO OCCUPATION: VERIFICATION OF REMEDIATION

No occupation of any part of the permitted development shall take place until a verification report (in accordance with the verification plan approved under condition 8) demonstrating completion of works set out in the approved Wardell Armstrong Phase I and II Geoenvironmental Assessment, DQRA and Remediation Strategy (RPT-001A) and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, if identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason - 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. National Planning Policy Framework (NPPF) paragraph 170 states that the planning system should contribute to and enhance the natural and local environment by preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels of water pollution. Government policy also states that planning policies and decisions should also ensure that adequate site investigation information, prepared by a competent person, is presented (NPPF, paragraph 178).

9. RESTRICTION ON DEVELOPMENT: PILING OR PENETRATIVE FOUNDATIONS

Piling or any other foundation design using penetrative methods shall only be undertaken in accordance with Environment Agency guidance, the details of which shall be set out in the verification plan required pursuant to condition 7.

Reason - Piling or any other foundation designs using penetrative methods can result in risks to potable supplies from, for example, pollution / turbidity, risk of mobilising contamination, drilling through different aquifers and creating preferential pathways. Thus it should be demonstrated that any proposed piling will not result in contamination of groundwater.

10. ACTION REQUIRED PRIOR TO COMMENCEMENT: SCHEME FOR MANAGEMENT OF BOREHOLES

A scheme for managing any borehole, either already existing (such as the historic abstraction borehole), or installed for the investigation of soils, groundwater or geotechnical purposes shall be submitted to and approved in writing by the local planning authority. The scheme shall provide details of how redundant boreholes are to be decommissioned and how any boreholes that need to be retained, postdevelopment, for monitoring purposes will be secured, protected and inspected. The scheme as approved shall be implemented prior to the occupation of the development.

Reason - To ensure that redundant boreholes are safe and secure, and do not cause groundwater pollution or loss of water supplies in line with paragraph 109 of the National Planning Policy Framework and Position Statement A8 of our Groundwater Protection: Principles and Practice. We expect best practice regarding the development or backfilling of any shaft, well, borehole, tunnel or adit in order to prevent pollution or loss of water resources. We expect operators to adopt appropriate engineering standards and comply with our publication, Good practice for decommissioning redundant boreholes and wells (Environment Agency 2012). Any contamination that is discovered during decommissioning or otherwise should be dealt with in accordance with our position statements on land contamination.

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

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

shall be carried out in accordance with these details in their entirety and in accordance with the timetable as may be agreed.

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

12. **ACTION REQUIRED CONCURRENT WITH RESERVED MATTERS: LANDSCAPING SCHEME.**

No development shall take place until there has been submitted to and approved, in writing, by the Local Planning Authority a scheme of hard and soft landscaping and boundary treatment for the site, which shall include any proposed changes in ground levels and also accurately identify spread, girth and species of all existing trees, shrubs and hedgerows on the site and indicate any to be retained, together with measures for their protection which shall comply with the recommendations set out in the British Standards Institute publication BS 5837:2012 Trees in relation to design, demolition and construction. The soft landscaping plan should include plant species, quantity, location and sizes of the proposed planting. The plans should clearly show the position of new fencing and gates in relation to existing and proposed planting. Tree pit details will also need to be provided for the different planting environments proposed i.e. planted in hard landscaping, close to road boundaries and within the public open space (POS).

Reason: To ensure that there is a suitable landscape proposal to be implemented at the site for the enjoyment of future users and also to satisfactorily integrate the development within its surrounding context in the interest of visual amenity.

13. **ACTION REQUIRED PRIOR TO COMMENCEMENT: SCHEME OF SUSTAINABILITY MEASURES**

Prior to the commencement of development a scheme for the provision and implementation of water, energy and resource efficiency measures, during the construction and operational phases of the development shall be submitted to and approved, in writing, by the Local Planning Authority. The scheme shall include a clear timetable for the implementation of the measures in relation to the construction and occupancy of the development. The scheme shall be constructed and the measures provided and made available for use in accordance with such timetable as may be agreed.

Reason - To enhance the sustainability of the development through better use of water, energy and resources. This condition is required to be agreed prior to the commencement of any development as any construction process, including site preparation, has the potential to include energy and resource efficiency measures that may improve or reduce harm to the environment and result in wider public benefit in accordance with the NPPF.

14. **CONCURRENT WITH RESERVED MATTERS: CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN**

A construction environmental management plan (CEMP: Biodiversity) shall be submitted to and approved in writing by the local planning authority, following the details contained within the Ecological Assessment (Ecology Solutions Ltd, June 2019).

The CEMP (Biodiversity) shall include the following.

- a) Risk assessment of potentially damaging construction activities.
- b) Identification of "biodiversity protection zones.
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method

statements).

d) The location and timing of sensitive works to avoid harm to biodiversity features.

e) The times during construction when specialist ecologists need to be present on site to oversee works.

f) Responsible persons and lines of communication.

g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.

h) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

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

15. CONCURRENT WITH RESERVED MATTERS: LANDSCAPE AND ECOLOGICAL MANAGEMENT PLAN

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

The content of the LEMP shall include the following:

a) Description and evaluation of features to be managed.

b) Ecological trends and constraints on site that might influence management.

c) Aims and objectives of management.

d) Appropriate management options for achieving aims and objectives.

e) Prescriptions for management actions.

f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).

g) Details of the body or organisation responsible for implementation of the plan.

h) Ongoing monitoring and remedial measures.

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

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

16. CONCURRENT WITH RESERVED MATTERS: BIODIVERSITY ENHANCEMENT STRATEGY

A Biodiversity Enhancement Strategy for Protected and Priority species shall be submitted to and approved in writing by the local planning authority, following the details contained within the Ecological Assessment (Ecology Solutions Ltd, June 2019).

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

- a) Purpose and conservation objectives for the proposed enhancement measures;
 - b) detailed designs to achieve stated objectives;
 - c) locations of proposed enhancement measures by appropriate maps and plans;
 - d) persons responsible for implementing the enhancement measures;
 - e) details of initial aftercare and long-term maintenance (where relevant).
- The works shall be implemented in accordance with the approved details and shall be retained in that manner thereafter.

Reason: To enhance Protected and Priority Species/habitats and allow the LPA to discharge its duties under the s41 of the NERC Act 2006 (Priority habitats & species).

17. PRIOR TO OCCUPATION: WILDLIFE SENSITIVE LIGHTING DESIGN SCHEME

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

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

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

18. ACTION REQUIRED PRIOR TO COMMENCEMENT: DETAILS OF ESTATE ROADS AND FOOTPATHS

Prior to commencement of any works, (save for site clearance and technical investigations) details of the estate roads and footpaths, (including layout, levels, gradients, surfacing and means of surface water drainage), shall be submitted to and approved in writing by the Local Planning Authority.

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

19. ACTION REQUIRED PRIOR TO OCCUPATION: PROVISION OF CARRIAGEWAYS AND FOOTWAYS

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 in consultation with Local Highway Authority.

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

20. ACTION REQUIRED CONCURRENT WITH RESERVED MATTERS: DETAILS OF THE PARKING AND TURNING AREAS

Before the development is commenced details of the areas to be provided for the [LOADING, UNLOADING,] manoeuvring and parking of vehicles including electric vehicle charging units and 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 enable vehicles to enter and exit the public highway in forward gear in the interests of highway safety.

21. ACTION REQUIRED PRIOR TO COMMENCEMENT: DETAILS OF REFUSE STORAGE AND PRESENTATION

Before the development is commenced details of the areas to be provided for storage and presentation of Refuse/Recycling bins 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 for no other purpose.

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

22. ACTION REQUIRED CONCURRENTLY WITH RESERVED MATTERS: SURFACE WATER DRAINAGE SCHEME

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

- a. Dimensioned plans and drawings of the surface water drainage scheme;
- b. Modelling shall be submitted to demonstrate that the surface water runoff will be restricted to Q_{bar} or $2l/s/ha$ for all events up to the critical 1 in 100 year rainfall events including climate change as specified in the FRA;
- c. Modelling of the surface water drainage scheme to show that the attenuation/infiltration features will contain the 1 in 100 year rainfall event including climate change;
- d. Modelling of the surface water conveyance network in the 1 in 30 year rainfall event to show no above ground flooding, and modelling of the volumes of any above ground flooding from the pipe network in a 1 in 100 year climate change rainfall event, along with topographic plans showing where the water will flow and be stored to ensure no flooding of buildings or offsite flows;
- e. Topographical plans depicting all exceedance flow paths and demonstration that the flows would not flood buildings or flow offsite, and if they are to be directed to the surface water drainage system then the potential additional rates and volumes of surface water must be included within the modelling of the surface water system;
- f. Details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on the site during construction (including demolition and site clearance operations) is submitted to and agreed in writing by the local planning authority. The CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction. The approved CSWMP shall include:
 - i. Method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include :-
 1. Temporary drainage systems

2. Measures for managing pollution / water quality and protecting controlled waters and watercourses
3. Measures for managing any on or offsite flood risk associated with construction
- g. Details of the maintenance and management of the surface water drainage scheme shall be submitted to and approved in writing by the local planning authority.

The scheme shall be fully implemented as approved.

Reasons: To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site for the lifetime of the development. To ensure the development does not cause increased flood risk, or pollution of watercourses or groundwater. To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.

23. ACTION REQUIRED PRIOR TO OCCUPATION: DETAILS OF SUDS COMPONENTS

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

Reason: To ensure that the Sustainable Drainage System has been implemented as permitted and that all flood risk assets and their owners are recorded onto the LLFA's statutory flood risk asset register as per s21 of the Flood and Water Management Act 2010 in order to enable the proper management of flood risk with the county of Suffolk

SUMMARY OF POLICIES WHICH ARE RELEVANT TO THE DECISION:

- CS03 - Reduce Contributions to Climate Change
- CS04 - Adapting to Climate Change
- CS05 - Mid Suffolk's Environment
- CS06 - Services and Infrastructure
- CS09 - Density and Mix
- GP01 - Design and layout of development
- HB01 - Protection of historic buildings
- HB14 - Ensuring archaeological remains are not destroyed
- H04- Proportion of Affordable Housing
- H07 - Restricting housing development unrelated to needs of countryside
- H13 - Design and layout of housing development
- H14 - A range of house types to meet different accommodation needs
- H15 - Development to reflect local characteristics
- H16 - Protecting existing residential amenity
- H17 - Keeping residential development away from pollution
- CL08 - Protecting wildlife habitats
- T09 - Parking Standards
- T10 - Highway Considerations in Development
- RT04 - Amenity open space and play areas within residential development
- CS02 - Development in the Countryside & Countryside Villages
- NPPF - National Planning Policy Framework
- NPPG-National Planning Policy Guidance
- CS01 - Settlement Hierarchy

NOTES:

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

The proposal has been assessed with regard to adopted development plan policies, the National Planning Policy Framework and all other material considerations. The NPPF encourages a positive and proactive approach to decision taking, delivery of sustainable development, achievement of high quality development and working proactively to secure developments that improve the economic, social and environmental conditions of the area. In this case the applicant took advantage of the Council's pre-application service prior to making the application. The opportunity to discuss a proposal prior to making an application allows potential issues to be raised and addressed pro-actively at an early stage, potentially allowing the Council to make a favourable determination for a greater proportion of applications than if no such service was available.

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

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

This relates to document reference: DC/20/01677

Signed: Philip Isbell

Dated:

**Chief Planning Officer
Sustainable Communities**

Important Notes to be read in conjunction with your Decision Notice

Please read carefully

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

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

Discharging your obligations under a condition:

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

Building Control:

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

Appeals to the Secretary of State

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

Planning Applications: Section 78 Town and Country Planning Act 1990

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

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

Town and Country Planning (Control of Advertisements) Regulations 2007

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

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

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

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

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

Annex D – Draft Transfer

HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry

	<p>1 Title number(s) out of which the property is transferred:</p> <p>SK159296</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p>Land at [] Elmswell Bury St Edmunds Suffolk</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red]</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p>HARROW ESTATES PLC</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p>6825371</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
	<p>6 Transferee for entry in the register:</p> <p>MID SUFFOLK DISTRICT COUNCIL</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p>

exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership and practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

131 High Street Needham Market Ipswich IP6 8DL

8 The transferor transfers the property to the transferee

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
One pound (1.00)
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

Definitions

12.1 In this transfer the following words and expressions shall have the following meanings:

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

"Disposal"	means a disposition within the meaning section 27(2) of the Land Registration Act 2002 and the term "Disposals" shall be construed accordingly;
"Elmswell Link Road"	means a road from Station Road Elmswell to School Road Elmswell and in part (shown for the purpose of identification of the Drawing Tjp Rev B 12/6/2014) passing through the Estate which is intended to relieve traffic in the centre of Elmswell;
"Estate"	means the land comprised within Title Number referred to in panel 1 other than the Property;
"Services"	means water soil effluent gas fuel oil electricity telephone telephonic signals television visual audio fax electronic mail data information communications and other services; and
"Service Facilities"	means sewers drains channels pipes watercourses gutters wires cables ducts flues conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting media septic tanks holding tanks and sewage treatment works and associated equipment

12.2 Unless otherwise stated or the context otherwise requires a reference to a clause sub-clause or schedule is a reference to a clause sub-clause or a schedule to this transfer and reference in a schedule to a paragraph or a sub-paragraph are to a paragraph or sub-paragraph of that schedule

12.3 Reference to "Transferor" and "Transferee" include reference to their respective successors in title and those deriving title under them save where expressly varied by this Transfer

12.4 Rights Granted

The Transfer of the Property includes the rights set out in Schedule 1

12.5 Exceptions and Reservations

There are excepted and reserved from the Transfer of the Property the matters set out in Schedule 2

12.6 Restrictive Covenants by the Transferee

The Transferee so as to bind the Property and each

and every part thereof and so as to benefit the Estate and each and every part thereof hereby covenants with the Transferor that the Property shall be used for no other purpose other than to facilitate the construction provision and completion of the Elmswell Link Road PROVIDED THAT in the event the Elmswell Link Road shall not have been provided within twenty (20) years from the date hereof the Transferee shall be at liberty to appropriate the Property for public open space purposes pursuant to the Open Spaces Act 1906 and thereafter shall not use or permit to be used the Property or any part thereof other than as public open space amenity land in accordance with the provisions of Section 10 Open Spaces Act 1906 but subject always to the rights reserved set out in Schedule 2 below.

12.7 Personal Covenants by the Transferee

- (a) Until the Property is adopted as public highway maintainable at public expense as part of the Elmswell Link Road or as public open space pursuant to the Public Open Spaces Act 1906 but subject always to the rights reserved set out in Schedule 2 below to maintain and keep the Property in a good and decent state subject always to observance and performance of the obligations upon the Transferor set out in paragraph 2(b) of Schedule 2 and if called upon to do so by the Transferor to enter into any statutory agreement in the capacity as landowner only as reasonably required by the Transferor to facilitate the adoption of any of the Access Roads and/or Service Facilities referred to in Schedule 2 subject to the Transferor indemnify the Transferee in relation to all costs associated with such statutory agreements.
- (b) The Transferee covenants with the Transferor not to make any Disposals of the Property or any part of the Property without first obtaining a deed of covenant by the proposed disponee with the Transferor to observe and perform the positive covenants contained in this transfer set out clause 12.7(a) above such deed of covenant to be in a form first approved in writing by the Transferor (such approval not to be unreasonably withheld or delayed).
- (c) The Transferor and the Transferee apply to the Registrar for a restriction to be entered on the title to the Property in the following Form L :-

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.7 (b) of a Transfer made between (1) Harrow Estates Plc and (2) Mid Suffolk District Council [] dated the [] 2020 have been complied with".

12.8 Agreements and declarations

The Transferor, Harrow and the Transferee declare that Section 62 of the Law of Property Act 1925 and the rule in "Wheeldon v Burrows" do not apply to this transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property by this transfer except for those expressly granted by this transfer;

12.9 Indemnity Covenant

The Transferee covenants with the Transferor that the Transferee and its successors in title to the Property will comply with the restrictive covenants contained or referred to in the registers of Title Number SK159296 insofar as they affect the Property and are still subsisting and are capable of being enforced against the Property and the obligations on the part of the Transferee in this transfer in each case insofar as they are enforceable and affect the Property and will at all times without deduction or set-off indemnify the Transferor and its successors from and against all actions, claims, demands and proceedings taken or made against the Transferor and all costs, damages, expenses, liabilities and losses incurred by the Transferor or its successors in title arising from any future breach thereof.

SCHEDULE 1

- 1 There shall be granted over the Estate (and each and every part thereof) but not over any part which has or it is intended to have any buildings constructed thereon and the curtilages thereof for the benefit of the Property (and each and every part thereof) in fee simple the following rights liberties and easements provided that such rights liberties and easements shall where applicable be in such positions as shall be approved by the Transferor (such approval not to be unreasonably withheld or delayed) but shall not (subject to the proviso as aforesaid) interfere with the development of the Estate:
 - (a) a right of way for all purposes and at all times with or without vehicles over and along the roads and a right of way for all purposes by day or night but on foot only over and along the footpaths to the roads which are now or may hereafter be constructed or laid out on the Estate and which are intended to become maintainable at the public expense
 - (b) the full right of passage and running of Services through the Service Facilities which are now or may hereafter be constructed or laid in or over or under the Estate and used in common by the Property and the Estate or by the Property alone with the right to enter upon the Estate but not any part which has or it is intended to have any

buildings constructed thereon and the curtilages thereof to make connections with inspect repair renew cleanse and maintain the Service Facilities or any of them

In exercising the said rights liberties and easements the Transferee will cause as little inconvenience to the Transferor and as little damage as practicable to the Estate and shall without undue or unnecessary delay make good at its own cost any damage caused to the Estate to the reasonable satisfaction of the Transferor.

SCHEDULE 2

1. There shall be excepted and reserved out of the Property (and each and every part thereof) for the benefit of the Estate (and each and every part thereof) in fee simple the following rights liberties and easements:
 - (a) the full and free right to lay and construct upon the Property up to two (2) access roads and footpaths ("the Access Roads") in locations to be agreed in writing by the Transferor and Transferee (such agreement not to be unreasonably withheld or delayed) (for the purposes of exercising the right set out in paragraph (b) below) and the full and free right to connect the Access Roads to the roads and footpaths on the Estate or to be constructed upon the Estate together with the right (upon reasonable prior written notice except in the case of emergency) to enter upon the Property but only so far as is strictly necessary for the purpose of constructing connecting into and thereafter repairing maintaining inspecting upgrading and replacing the Access Roads until such time as the same become maintainable at the public expense;
 - (b) a right of way for all purposes and at all times with or without plant machinery and vehicles over and along the Access Roads to give access to and egress from the Estate
 - (c) the full right of passage and running of Services from and to the Estate in any Service Facilities which are now or may hereafter be constructed or laid in on over or under the Property and used in common by the Property and the Estate or by the Estate alone with the right to enter upon the Property upon giving prior written notice to the Transferee (except in the case of emergency) to make connections with inspect repair renew cleanse and maintain the Service Facilities or any of them or to lay down and construct any new Service Facilities in on over or under such part or parts of the Property.
2. In exercising the said rights liberties and easements the Transferor will:
 - (a) cause as little inconvenience to the Transferee and

as little damage as practicable to the Property and shall without undue or unnecessary delay make good at its own cost any damage caused to the Property to the reasonable satisfaction of the Transferee

- (b) pay a reasonable proportion according to user of the cost of repairing, maintaining and cleansing the Access Roads and Service Facilities serving the Estate until they are adopted and maintained at the public expense

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

**SIGNED as a DEED by
HARROW ESTATES PLC**
acting by

Director

Director

The **COMMON SEAL** of
MID SUFFOLK)
DISTRICT COUNCIL was affixed in)
the presence of)

.....
Authorised officer

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.