

# **Planning Obligation by Deed under Section 106 of the Town and Country Planning Act 1990**

relating to the development of land to the rear of  
Plough and Fleece Inn, Great Green, Cockfield  
(planning application reference: DC/19/04755)

Dated:

12<sup>th</sup> February

2020

**BABERGH DISTRICT COUNCIL (1)**

**SUFFOLK COUNTY COUNCIL (2)**

**CHANGELAUNCH LIMITED (3)**

**SUDBURY HOMES LTD (4)**

DATE

12<sup>th</sup> February

2020

**PARTIES**

- (1) **BABERGH DISTRICT COUNCIL** of Endeavour House 8 Russell Road Ipswich IP1 2BX (hereinafter called "**the District Council**")
  
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (hereinafter called "**the County Council**")
  
- (3) **CHANGELAUNCH LIMITED (CO REGN NUMBER 2663589)** of The Registered Office: The Old Orchard Shakeford Hinstock Market Drayton Shropshire TF9 2SP and of The Old Vicarage Church Street Hadley Shropshire TF1 4RH (hereinafter called "**the Owner**")
  
- (4) **SUDBURY HOMES LIMITED (CO REGN NO 11664390)** of Registered Office: Top Floor Claridon House London Road Stanford-Le-Hope Essex SS17 0JU (hereinafter called "**the Developer**")

Together "the Parties"

**INTRODUCTION**

- 1 The District Council is a local planning authority for the purposes of the Act for the area in which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- 2 The County Council is the local highway authority (other than for truck roads) and the local planning authority for the purposes of the Act for the area in which the Land is situated and by whom the obligations contained in this Deed are enforceable
- 3 The ownership and other interests in the Land are set out in the First Schedule

- 4 The Developer has submitted the Application to the District Council for the Development and the District Council resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed
- 5 The District Council and the County Council enter into this Deed content that the requirements of the District Council's and the County Council's policies are met and that any objections by the District Council or the County Council to the grant of planning permission on the basis of those policies are overcome
- 6 The District Council is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Regulations 2010 (as amended)
- 7 The District Council and the County Council consider and the Owner and the Developer acknowledge that the Development should not take place until certain restrictions regulating the use of the Land are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1 DEFINITIONS**

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

"Act" the Town and Country Planning Act 1990  
(as amended)

"Affordable Housing" subsidised housing for sale or rent that will be available to persons who cannot afford to buy or rent housing generally available on the open market in accordance with Annex 2 of the NPPF

"Affordable Housing Contribution"	The sum calculated in accordance with the District Council's affordable housing policies to be paid to the District Council to spend on Affordable Housing within the administrative district of the District Council in the event that the Owner is unable to dispose of the Affordable Housing in accordance with the Third Schedule ;
"Affordable Housing Nomination Agreement"	an agreement substantially in the form set out in the Seventh Schedule (subject to such amendments as are necessary to reflect the Affordable Housing Scheme Affordable Housing tenures and/or as may be reasonably required by the Registered Provider with a view to ensuring that the objectives of that agreement are met) dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and "Nomination Agreement" shall be construed accordingly
"Affordable Housing Scheme"	a written scheme submitted to the District Council for written approval by 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”**

the Dwellings identified in Paragraph 1 of Part 2 of the Third Schedule to this Deed all of which shall be provided on the Land for Affordable Housing and which shall comprise of nine (9) Dwellings of Affordable Rent and are to be Occupied by persons allocated in accordance with the Government’s Help to Buy Scheme (or any subsequent scheme) and two (2) Dwellings shall be for Shared Ownership and shall be Occupied by persons allocated in accordance with a Choice Based Letting Scheme to be constructed in accordance with the Affordable Housing Scheme and in the positions shown on the Plan

**“Affordable Rent”**

means housing made available by a Registered Provider as low cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent market rent inclusive of service charges or the local housing allowance rate

**“Application”**

the application for outline planning permission to develop the Land validated by the District Council on 27<sup>th</sup> November 2019 and allocated reference number DC/19/04755

**"BCIS Index"**

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

**"BCIS Indexed"**

the increase in any sum referred to in the Deed by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 9 of this Deed

**"Chargee"**

any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or housing administrator pursuant to Section 101 of the Housing and Planning Act 2016

**"Chargee's Duty"**

the tasks and duties set out in paragraph 9 of the Third Schedule

**"Choice Based Lettings Scheme"**

an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice

Based Letting Scheme relates to apply or a selection of suitable property to be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the District Council is a party

**"Commencement of Development"** the date on which any material operation (as defined in Section 56(4)(a) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, construction of access to the Land and the temporary display of site notices or advertisements and "Commence" "Commencement" and "Commence Development" shall be construed accordingly

**"Completion of Development"** means the date that the last Dwelling is first Occupied

**“Development”**

the development of the Land for the erection of up to twenty eight (28) number dwellings (including eleven (11) number affordable homes), Access to be considered on all other matters reserved) (Plots 5, 6, and 7 of Reserved Matters Permission DC/19/02020 to be repositioned/amended) as set out in the Application in accordance with the Planning Permission or any variation thereof

**“Dwelling”**

any dwelling (including a house flat bungalow or maisonette) to be constructed pursuant to the Planning Permission and including the Market Housing Units and Affordable Housing Units and “Dwelling” and “Dwellings” shall be construed accordingly

**“Highways Improvements Contribution”**

the sum of £18,060 (eighteen thousand and sixty pounds) for the enhancement and improvement including officer costs of the public rights of way network in the vicinity of the Development

**“Homes England (HE)”**

Homes England or such other organisation as may from time to time be



the Regulator of Social Housing or such other body with statutory force charged with regulating Registered Providers

**“the Land”**

the land described in the First Schedule and as shown edged red for identification purposes on the Plan attached to this Deed

**“Late Payment Interest”**

interest at four (4) per cent above the base lending rate of the Bank of England from time to time

**“Management Company”**

a company or board who will take over responsibility for the future maintenance of the Open Space in perpetuity and which definition may include a resident's association established for this purpose or a private limited company

**“Market Housing Unit”**

Any Dwelling which is for general market housing for sale or rent on the open market and which is not an Affordable Housing Unit and Market Housing Units” should be construed accordingly

**“Nominated Body”**

Means one or any of the following as approved by the District Council:

- a) Cockfield Parish Council;
- b) The Management Company; or

c) Such other body as the District Council or the Cockfield Parish Council may elect and "Nominated Bodies" shall be construed accordingly

"Notice of Actual Commencement" Notice in writing to advise of the actual Commencement of Development

"Notice of Expected Commencement" Notice in writing to advise of the expected Commencement of Development

"NPPF" the National Planning Policy Framework published in February 2019 (as may be amended from time to time or such other national policy that may from time to time replace or update this framework) or any successor policy thereto issued by HM Government

"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

"Planning Permission" the outline planning permission as may be granted by the District Council pursuant to

the Application subject to such conditions as may be imposed on the grant of planning permission and such planning permission to be substantially in the form of the draft as set out in the Second Schedule

**"Practical Completion"**

the issue of a certificate of practical completion by the Owner's architect or project manager or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect or project manager

**"Protected Tenant"**

Any tenant or 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

**"Public Open Space"**

An area of land which is an area of public open space for informal or (if laid out) formal recreational use by the public to include where required a detention basin for surface water and the area of open space and as shown indicatively on the Indicative Plan Number 19/025-2H annexed to this Deed and in more detail on the Public Open Space Plan

**"Public Open Space Plan"**

The area of Public Open Space as shown on Drawing dapa-1431-226-01-Prop

Public Open Space a copy of which is annexed hereto

**"Public Open Space Specification"**

The specification for the delivery of the Public Open Space including the specifications plans and drawing showing but not limited to the layout and design of the Public Open Space, the phasing and timing of the delivery of the Public Open Space including details of any of landscaping, paths and access arrangements together with details of the proposed future management regime for the Public Open Space to be agreed in writing with the District Council in accordance with Part 3 of the Third Schedule

**"Public Open Space Transfer"**

A transfer of the Public Open Space to be approved in writing by the District Council and which inter alia shall contain the following provisions:

- a) The Owners shall transfer the fee simple estate free from encumbrances save those set out in the title;
- b) All easements and rights necessary in relation to access for the benefit of the Public Open Space

- c) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development;
- d) Restrictive covenants by the Nominated Body or the Nominated Bodies:
  - (i) Not to use or permit the Public Open Space to be used for any purpose other than for the provision of recreational facilities or amenity land for use by the general public as public open space as defined in this Deed to include where required a detention basin for surface water and shown on the Public Open Space Plan ;
  - (ii) Not to use or permit the Public Open Space to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development

“Registered Provider”

means a registered provider of social housing as defined in Section 80(2) of the

Housing and Regeneration Act 2008 and listed in the registers kept by Homes England pursuant to Chapter 3 of that Act. For the avoidance of doubt this could include the District Council

**Rental Dwelling”**

means an Affordable Housing Unit which is to be let at an Affordable Rent or social rent and is let on the Registered Provider's standard form of letting in accordance with the terms of this Deed by a Registered Provider

**“Shared Ownership Dwelling”**

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 being in force in accordance with the terms as set out in the Home England's capital funding guide and Shared Ownership Dwellings shall be construed accordingly.

**“Shared Ownership Lease”**

a long lease (over 99 years) of a Shared Ownership Dwelling granted at a premium whereby no less than 25% (twenty five percent) and no more than 70% (seventy percent) 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

100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates such lease to be substantially in the form of the model shared ownership lease provided by the Regulator of Social Housing whose registered office is Level 1A City Tower Piccadilly Plaza Manchester M1 4BT or any statutory successor thereof (or other government body with the function of regulating social housing development ). Any capital receipt received from staircasing between 81% and 100% to be retained by the Registered Provider and re-invested in affordable housing within the District of Mid Suffolk subject to any contrary requirements within the HE's capital funding guide

"Working Days"

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

## **2 CONSTRUCTION OF THIS DEED**

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

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act or Directive for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it

2.6 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the District Council and the County Council their successors to their respective statutory functions

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

2.8 Where this Deed requires a plan or strategy or other document to be submitted to the District Council or the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document

2.9 References to a "Plan" or "Drawing" in this Deed shall be references to the plans or drawings attached to this Deed bearing the relevant plan or



drawing number or any amended plans or drawings as shall be agreed between the Owner, the County Council and the District Council

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

- i. those persons who purchase (including purchasers by way of long lease) any Dwelling for occupation by themselves or their lessees tenants or individuals of the Dwellings or any mortgagee of such Dwelling; or
- ii. any statutory undertaker who acquires any part of the Land or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.
- iii. any person to whom the Registered Provider grants a Shared Ownership Lease or any successor in title to any such person and who has acquired all of the beneficial interest in their Dwelling a tenant exercising any right to acquire under a purchase grant scheme or right to buy or similar right conferred by statute or any successor in title to such person.; or
- iv. any mortgagee of a tenant or person to whom the Registered Provider has granted a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgage or receiver or
- v. any person who has an interest in the Land only by way of an easement.

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

### **3 LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers

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

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

3.4 This Deed is a local land charge and upon completion shall be registered on the Land by the District Council as such

### **4 CONDITIONALITY**

4.1 The obligations set out in this Deed are conditional upon:

(i) the grant of the Planning Permission; and

(ii) the Commencement of Development

save for the provisions of clauses 9 12 15 19.3 19.4 19.5 20 and 21 (change of ownership right of entry dispute resolution legal costs compliance fees jurisdiction and delivery) and any other relevant provisions which shall come into effect immediately upon completion of this Deed

4.2 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:

4.2.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings;

4.2.2 if following the conclusion of such proceedings or challenge the Planning Permission is quashed and is not superseded by a subsequent planning permission accepted by the Owner this Deed will cease to have any further effect; and

4.2.3 if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full

4.3 Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used) the following provisions will apply:

4.3.1 proceedings by way of judicial review are concluded:

- (a) when permission to apply for judicial review has been refused and no further application can be made;
- (b) when the court has given judgement in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or

(c) when any appeal(s) is or are finally determined

4.3.2 proceedings under Section 288 of the 1990 Act are concluded:

(a) when the court has given judgement in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

(b) when any appeal(s) is or are finally determined.

## **5. THE OWNERS' COVENANTS**

5.1 The Owner covenants with the District Council as set out in the Third Schedule and the Owner covenants with the County Council as set out in the Fifth Schedule

## **6 THE DISTRICT COUNCIL'S COVENANTS**

6.1 The District Council covenants with the Owner as set out in the Fourth Schedule

## **7 THE COUNTY COUNCIL'S COVENANTS**

7.1 The County Council covenants with the Owner as set out in the Sixth Schedule

## **8 WAIVER**

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

the relevant terms or conditions or for acting upon any subsequent breach or default

## **9 CHANGE IN OWNERSHIP**

The Owner agrees with the District Council and the County Council to give independently written notice of any transfer in ownership of its freehold interests in the Land (save for disposals of individual Dwellings or to any statutory undertaker) occurring before all the obligations under this Deed have been discharged such notice to be served within twenty one (21) Working Days' of such transfer and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land purchased by reference to a plan and a copy of the registered title and plan thereto

## **10 INDEXATION**

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

10.1.1 A is the sum payable under this Deed;

10.1.2 B is the original sum calculated as the sum payable;

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

10.1.4 D is the BCIS Index for the month two (2) months before the date of this Deed; and

10.1.5 C/D is greater than one (1)

## **11 INTEREST**

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

## **12 RIGHT OF ENTRY**

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

- 12.1 such employee or agent on arrival at the Land shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Land )
- 12.2 such entry shall be effected between 08.00 and 17.00 on any day
- 12.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary
- 12.4 such employee or agent may take photographs measurements and levels
- 12.5 such employee or agent may not remain on the Land for any longer than is reasonably necessary for carrying out a proper inspection
- 12.6 such employee or agent and any other accompanying persons shall comply with the Owner's or the Owner' representative's

reasonable directions and all the Owner's compliance precautions, procedures and measures in place for the Land at such time in the interests of safety

12.7 such employee or agent shall not be entitled to access any Dwellings that have been sold

12.8 such employee or agent shall be accompanied at all times by the Owner's manager or person in charge at the Land or such other employee or agent of the Owner in the interests of health and safety except in the event that no such person is available (in accordance with clause 12.1)

### **13 VAT**

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

### **14 NOTICES**

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

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

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

## 15 DISPUTE RESOLUTION

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

15.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to clause 15.1.

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



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

15.4.1 difference or question relates to the rights and liabilities of either Party to the dispute or to the terms or conditions to be embodied in the Deed or document appertaining to the Deed it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society; or

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

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

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

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

15.5.1 prosecute any such reference expeditiously; and

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

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

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

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

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

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

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

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

15.13 Nothing in the provisions of this clause 15 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.

**16 SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

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

**17 APPROVALS**

Where any details, programmes, plans, strategies, reports, matters or materials are approved by the District Council or the County Council under the terms of this Deed further or amended details programmes plans strategies reports matters or materials may be submitted from time to time and if approved by the District Council or the County Council shall replace those previously approved

**18 COMMUNITY INFRASTRUCTURE LEVY**

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

## **19 MISCELLANEOUS**

- 19.1 The Owner shall act in good faith and shall co-operate with the District Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the District Council, the County Council and their duly authorised officers or agents to have access to any part of the Land (provided that at all times they comply with the requirements set out in clause 12) or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein
- 19.2 The Owner agrees declares and covenants with the District Council to observe and perform the conditions restrictions and all other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the District Council for any expenses or liability arising to the District Council in respect of breach by the Owner or any obligation contained herein save to the extent that any act or omission of the District Council its employees or agents has caused or contributed to such expenses or liability
- 19.3 The Owner agrees to pay to the District Council on completion of this Deed the proper and reasonable legal costs of the District Council incurred in the negotiation preparation execution and completion of this Deed
- 19.4 The Owner agrees to pay to the County Council on or prior to completion of this Deed the proper and reasonable legal costs of the County Council incurred in the negotiation preparation execution and completion of this Deed limited to a maximum of £1,000.00 (one thousand pounds)

- 19.5 The Owner further agrees, declares, and covenants to pay the County Council on completion of this Deed the reasonable fee incurred by the County Council for monitoring compliance with the obligations within this deed in the sum of £412 (four hundred and twelve pounds).
- 19.6 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 19.7 Where an approval consent or expression of satisfaction is required by the Owner from the District Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the District Council by the Professional Lead or officer acting under his hand
- 19.8 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed
- 19.9 Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 19.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn (without the consent of the Owner) or expires prior to the Commencement of Development and the District Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
- 19.11 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted

with its entire interest in the Land (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Land notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it.

19.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

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

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

19.13.2 the definitions of "Application", "Development" and "Planning Permission" shall be assumed to include references to any applications under Section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this Clause 19.11 shall fetter the discretion of the District Council in determining any applications under Section 73 of the Act and the appropriate nature and/or quantum of planning obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act (whether by way of a new Deed or supplemental Deed pursuant to

Section 106 of the Act or a modification pursuant to Section 106A of the Act).

19.14 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Land under the terms of this Deed are hereby waived

19.15 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the District Council

19.16 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its function as a local authority

19.17 The Owner covenants and warrants to the District Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Land whose consent is necessary to make this Deed binding on the Land and all estates and interests therein

## **20 JURISDICTION**

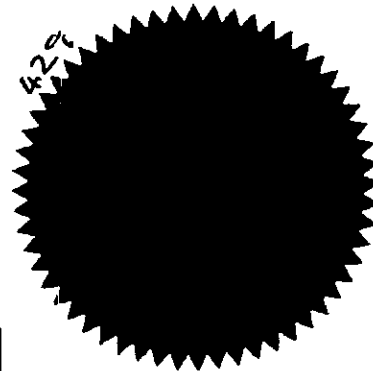
This Deed is governed by and interpreted in accordance with the law of England and shall be determined in the courts of England

## **21 DELIVERY**

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

IN WITNESS whereof the parties hereto have executed this Deed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

THE COMMON SEAL OF )  
BABERGH DISTRICT COUNCIL )  
WAS AFFIXED IN THE PRESENCE OF:)



  
AUTHORISED OFFICER

THE COMMON SEAL OF )  
SUFFOLK COUNTY COUNCIL )  
WAS AFFIXED IN THE PRESENCE OF:)

AUTHORISED OFFICER

EXECUTED AS A DEED BY )  
CHANGELAUNCH LIMITED )  
IN THE PRESENCE OF: )

WITNESS NAME  
ADDRESS  
OCCUPATION

SIGNATURE:



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BABERGH DISTRICT COUNCIL )  
WAS AFFIXED IN THE PRESENCE OF:)

AUTHORISED OFFICER

THE COMMON SEAL OF )  
SUFFOLK COUNTY COUNCIL )  
WAS AFFIXED IN THE PRESENCE OF:)



AUTHORISED OFFICER

EXECUTED AS A DEED BY )  
CHANGELAUNCH LIMITED )  
IN THE PRESENCE OF: )

WITNESS NAME

ADDRESS

OCCUPATION

SIGNATURE:

IN WITNESS whereof the parties hereto have executed this Deed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

THE COMMON SEAL OF )  
BABERGH DISTRICT COUNCIL )  
WAS AFFIXED IN THE PRESENCE OF:)

AUTHORISED OFFICER

THE COMMON SEAL OF )  
SUFFOLK COUNTY COUNCIL )  
WAS AFFIXED IN THE PRESENCE OF:)

AUTHORISED OFFICER

EXECUTED AS A DEED BY )  
CHANGELAUNCH LIMITED )  
IN THE PRESENCE OF: )



WITNESS NAME  
ADDRESS  
OCCUPATION

BEVERLEY DRAKE  
18 Kinnel Street, Rhyl  
LL18 1AL  
Legal Secretary

SIGNATURE:



EXECUTED AS A DEED BY )  
SUDBURY HOMES LIMITED )  
IN THE PRESENCE OF: )



WITNESS NAME CASSIE HUNTER  
ADDRESS 470-474 LONDON ROAD  
OCCUPATION WAITRESS ON SEA  
ESSEX, SSC 9LD  
SIGNATURE: RECEPTIONIST



**FIRST SCHEDULE**  
**OWNERSHIP DETAILS**

**THE LAND**

**FREEHOLD INTEREST**

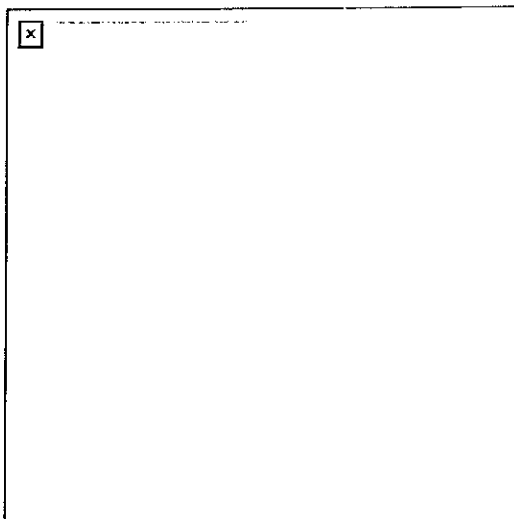
1. The Owner is the registered owner with absolute title of the Land being Land associated with The Plough and Fleece, Great Green, Cockfield IP30 0HJ registered at the Land Registry under Title Number SK122213 as shown edged red for identification purposes on the Plan attached to this Deed
2. The Developer has an Option to Purchase Agreement dated 27<sup>th</sup> June 2019 which is registered on the Proprietorship Register of Title Number SK122213

**SECOND SCHEDULE**  
The draft Planning Permission

Philip Isbell – Chief Planning Officer  
Sustainable Communities

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

Website: [www.babergh.gov.uk](http://www.babergh.gov.uk)



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## OUTLINE PLANNING PERMISSION

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

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**Correspondence Address:**

Mr D King  
6 Byford Road  
Sudbury  
Suffolk  
CO10 2YG

**Applicant:**

The Sudbury Group Ltd  
C/O Agent

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**Date Application Received:** 09-Oct-19

**Application Reference:** DC/19/04755

**Date Registered:** 27-Nov-19

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**Proposal & Location of Development:**

Outline Planning Application (Access to be considered all other matters reserved) - Erection of up to 28no. dwellings (Plots 5, 6 and 7 of Reserved Matters Permission DC/19/02020 to be repositioned/amended)

Land To The Rear Of Plough And Fleece Inn, Great Green, Cockfield, Bury St Edmunds Suffolk IP30 0HJ

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**Section A – Plans & Documents:**

This decision refers to drawing no./entitled 3A received 06/11/2019 as the defined red line plan with the site shown edged red. Any other drawing showing land edged red whether as part of another document or as a separate plan/drawing has not been accepted or treated as the defined application site for the purposes of this decision.

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

Highway Access Plan 19/025-4 - Received 09/10/2019

Land Contamination Assessment - Received 09/10/2019  
Transport Assessment - Received 09/10/2019  
Planning Statement - Received 04/03/2020  
Ecological Survey/Report - Received 09/10/2019  
Flood Risk Assessment - Received 10/02/2020  
Drainage Details - Received 03/03/2020  
Local Housing Needs Assessment - Received 23/04/2020  
Proposed Site Plan 2H - Received 18/02/2020  
Defined Red Line Plan 3A - Received 06/11/2019

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**Section B:**

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

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

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

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

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

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

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

3. APPROVED PLANS & DOCUMENTS

The development hereby permitted shall be carried out in accordance with the drawings/documents listed under Section A above and/or such other drawings/documents as may be approved by the Local Planning Authority in writing pursuant to other conditions of this permission or such drawings/documents as may subsequently be approved in writing by the Local Planning Authority as a non-material amendment following an application in that regard. 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. ON GOING REQUIREMENT OF DEVELOPMENT: TIMESCALE FOR LANDSCAPING

All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the approved landscaping details shall be carried out in full during the first planting and seeding season (October - March inclusive) following the commencement of the development or in such other phased arrangement as may be approved, in writing, by the Local Planning Authority up to the first use or first occupation of the development. Any trees, hedges, shrubs or turf identified within the approved landscaping details (both proposed planting and existing) which die, are removed, seriously damaged or seriously diseased, within a period of 10 years of being planted or in the case of existing planting within a period of 5 years from the commencement of development, shall be replaced in the next planting season with others of similar size and species.

Reason - To ensure that the approved landscaping scheme has sufficient time to establish, in the interests of visual amenity and the character and appearance of the area.

5. ACTION REQUIRED PRIOR TO COMMENCEMENT: ARCHAEOLOGICAL WORK

No development shall take place within the site until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority. The scheme of investigation shall include an assessment of significance and research questions; and:

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

Reason - To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Policy CS10 of Babergh District Council Core Strategy (2011- 2031) Submission Draft and the National Planning Policy Framework (2012).

INFORMATIVE:



The submitted scheme of archaeological investigation shall be in accordance with a brief procured beforehand by the developer from Suffolk County Council Archaeological Service, Conservation Team.

6. SPECIFIC RESTRICTION ON DEVELOPEMENT: ARCHAEOLOGICAL WORKS

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

Reason - To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Policy CS10 of Babergh District Council Core Strategy (2011- 2031) Submission Draft and the National Planning Policy Framework (2012).

7. SPECIFIC RESTRICTION ON DEVELOPMENT: FOOTWAYS AND HIGHWAY IMPROVEMENTS

Before any dwelling is first occupied, the developer shall deliver the footway and highway improvements on Pound Hill in accordance with the approved details except with the written agreement of the Local Planning Authority

Reason - To secure appropriate improvements to the public highway in a timely way.

8. CONCURRENT WITH THE RESERVED MATTERS APPLICATION: ESTATE ROADS AND FOOTPATHS

Concurrent with the reserved matters application 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.

9. SPECIFIC RESTRICTION ON DEVELOPMENT: 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.

10. SPECIFIC RESTRICTION ON DEVELOPMENT: PARKING

Before the development is commenced details of the areas to be provided for the 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

11. ACTION REQUIREMENT IN ACCORDANCE WITH A SPECIFIC TIMETABLE: REFUSE BINS

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.

12. ACTION REQUIRED PRIOR TO COMMENCEMENT: CONSTRUCTION MANAGEMENT PLAN

Before the development hereby permitted is commenced a Construction Management Plan shall be submitted to and approved in writing by the Local Planning Authority. Construction of the development shall not be carried out other than in accordance with the approved plan. The Construction Management Plan shall include the following matters:

- haul routes for construction traffic on the highway network and monitoring and review mechanisms.
- provision of boundary hoarding and lighting
- details of proposed means of dust suppression
- details of measures to prevent mud from vehicles leaving the site during construction
- details of deliveries times to the site during construction phase
- details of provision to ensure pedestrian and cycle safety
- programme of works (including measures for traffic management and operating hours)
- parking and turning for vehicles of site personnel, operatives and visitors
- loading and unloading of plant and materials
- storage of plant and materials
- maintain a register of complaints and record of actions taken to deal with such complaints at the site office as specified in the Plan throughout the period of occupation of the site.

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

13. CONCURRENT WITH RESERVED MATTERS: CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

Concurrent with the reserved matters application a construction environmental management plan (CEMP: Biodiversity) shall be submitted to and approved in writing by the local planning authority. 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, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats & species)

14. CONCURRENT WITH RESERVED MATTERS: BIODIVERSITY ENHANCEMENT STRATEGY

Concurrent with the reserved matters application a Biodiversity Enhancement Strategy for Protected and Priority species shall be submitted to and approved in writing by the local planning authority. The content of the Biodiversity Enhancement Strategy shall include the following:

- a) Purpose and conservation objectives for the proposed enhancement measures;
- b) detailed designs to achieve stated objectives;
- c) locations of proposed enhancement measures by appropriate maps and plans;
- d) 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 s40 of the NERC Act 2006 (Priority habitats & species).

15. CONCURRENT WITH RESERVED MATTERS: LANDSCAPE ENVIRONMENTAL MANAGEMENT PLAN

Concurrent with the reserved matters application, a Landscape and Ecological Management Plan (LEMP) shall be submitted to, and be 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, including locations and details of the proposed biodiversity enhancement measures
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.

- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organization responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

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

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

16. PRIOR TO OCCUPATION: WILDLIFE SENSITIVE LIGHTING DESIGN SCHEME

Prior to first occupation 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 (through the provision of appropriate lighting contour plans, Isolux drawings and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent bats using their territory.

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

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

17. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE: AGREEMENT OF LEVELS

Prior to the commencement of works in association with the dwellings hereby approved and/or any change in ground levels, details of existing and proposed levels of the site, finished floor levels and identification of all areas of cut or fill as measured from a fixed off site datum point shall be submitted to and approved, in writing, by the Local Planning Authority. The development shall be carried out in its entirety in accordance with the levels agreed.

Reason - In order to secure a design in scale with development surrounding the site so as to protect the visual amenities, amenity of neighbouring properties and character of the area. This condition is required to be agreed prior to the commencement of works to buildings and/or ground levels as any construction process beyond this stage without this agreement risks having to be restarted resulting in delay and cost for the developer.

18. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT: AGREEMENT OF MEASURES TO IMPROVE SUSTAINABILITY OF DEVELOPMENT

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.

19. CONCURRENT WITH THE RESERVED MATTERS APPLICATION: 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 and 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.

<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/guidance-on-development-and-flood-risk/construction-surface-water-management-plan/>

20. SPECIFIC RESTRICTION ON DEVELOPMENT: FLOOD RISK ASSET REGISTER

Within 28 days of completion of the last dwelling, details of all Sustainable Urban Drainage System components and piped networks shall be 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

<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/flood-risk-asset-register/>

21. SPECIFIC RESTRICTION ON DEVELOPMENT: HOUSING MIX

The reserved matters application shall use the housing mix stated on the Indicative Layout Plan No. 19/025-2H received on the 18th February 2020.

Reason - To ensure that the housing mix is appropriate to the needs of the village of Cockfield as set out in the Local Housing Needs Assessment which is a requirement of policy CS11 of the Babergh Core Strategy 2014.

22. SPECIFIC RESTRICTION ON DEVELOPMENT: LAYOUT

The reserved matters application shall reflect that of the Indicative Layout Plan No. 19/025-2H received on the 18th February 2020.

Reason - To ensure that the layout reflects the negotiation and requirements of Cockfield Parish Council and the Local Planning Authority in terms of protecting the residential amenity of surrounding properties.

23. SPECIFIC RESTRICTION OF DEVELOPMENT: BONFIRES

There shall be no burning of waste or clearance materials associated with the development during construction of the hereby approved dwellings.

Reason To ensure that smoke does not cause a nuisance to nearby residential properties.

24. ON GOING REQUIREMENT OF DEVELOPMENT: RESTRICTION ON CONSTRUCTION TIMES

The hereby permitted development shall only be constructed between the hours of 08:00 and 18:00 Mondays to Fridays and between the hours of 08:00 and 13:00 on Saturday. There shall be no working on Sundays and Bank Holidays. There shall be no deliveries to the development arranged for outside of these hours.

Reason - To enable the Local Planning Authority to retain control over the development in the interests of residential amenity within close proximity.

25. SPECIFIC RESTRICTION ON DEVELOPMENT: REMOVAL OF PERMITTED DEVELOPMENT RIGHTS

Notwithstanding the provisions of Article 3, Schedule 2, Part 1 of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no new openings shall be inserted above ground floor level of the hereby approved dwellings on the eastern and southern boundaries of the site except pursuant to the grant of planning permission on an application made in that regard.

Reason - In the interests of the amenities of the occupants of neighbouring property.

26. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE: SWIFT BOXES

Prior to works above slab level a scheme of installation for the inclusion of swift boxes on the site shall be submitted to and agreed in writing by the Local Planning Authority. Thereafter the installation shall be carried in full in accordance with the agreed scheme.

Reason - In order to provide habitat and safeguard protected species.

27. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMEFRAME: HEDGEHOG FENCING

Prior to works above slab level a scheme of hedgehog friendly fencing on the site shall be submitted to and agreed in writing by the Local Planning Authority. Thereafter the fencing shall be carried out in full in accordance with the agreed scheme.

Reason - In order to allow hedgehogs to freely roam thought the site and into the surrounding area.

28. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMEFRAME: RAINWATER HARVESTING

Prior to works above slab level a scheme of rainwater harvesting on the site shall be submitted to and agreed in writing by the Local Planning Authority. Thereafter the scheme shall be carried out in full in accordance with the agreed methods of harvesting.

Reason - To enhance the sustainability of the development through better use of water.

29. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE: ELECTRIC CAR CHARGING POINTS

Prior to works above slab level a scheme of installation for the inclusion of electric car charging points on the site shall be submitted to and agreed in writing by the Local

Planning Authority. Thereafter the installation shall be carried out in full in accordance with the agreed scheme.

Reason - To enhance the sustainability of the development.

30. ACTION REQUIRED PRIOR TO COMMENCEMENT: TREE SURVEY

A full Arboricultural Survey shall be carried out of the tree belt on the northern boundary of the site which is marked within the blue line identified on the site location plan. The survey will include methods of protection of the trees during the construction phase, trees that are in poor condition that require removal and a maintenance plan for the trees to be retained. These details shall be submitted to and agreed by the Local Planning Authority prior to the commencement of works on the site. Thereafter the development shall be constructed in accordance with the agreed details.

Reason - To protect the tree belt which forms a wide landscape buffer for ecology and visual purposes.

**SUMMARY OF POLICIES WHICH ARE RELEVANT TO THE DECISION:**

CN01 - Design Standards  
CN06 - Listed Buildings - Alteration/Ext/COU  
CR08 - Hedgerows  
TP15 - Parking Standards - New Development  
CS01 - Applying the presumption in Favour of Sustainable Development in Babergh  
CS02 - Settlement Pattern Policy  
CS03 - Strategy for Growth and Development  
CS11 - Core and Hinterland Villages  
CS15 - Implementing Sustainable Development  
CS18 - Mix and Types of Dwellings  
CS19 - Affordable Homes  
HS31 - Public Open Space (1.5 ha and above)  
NPPF - National Planning Policy Framework

**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.



2. **Condition Precedent Note**

This permission includes a condition precedent. Your development is potentially at risk of enforcement if you do not comply with the terms of any condition which requires you to do something before you commence development / start work. Development which is commenced in breach of a condition is normally unlawful and may not constitute a valid implementation of the permission. We strongly advise you to allow reasonable time for the preparation, and consideration of, any conditional matters before the time limit on this application expires.

3. HIGHWAYS NOTES

The Local Planning Authority recommends that developers of housing estates should enter into formal agreement with the Highway Authority under Section 38 of the Highways Act 1980 relating to the construction and subsequent adoption of Estate Roads.

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

4. FLOODS INFORMATIVE

- Any works to a watercourse may require consent under section 23 of the Land Drainage Act 1991
- Any discharge to a watercourse or groundwater needs to comply with the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017
- Any discharge of surface water to a watercourse that drains into an Internal Drainage Board catchment may be subject to payment of a surface water developer contribution
- Any works to lay new surface water drainage pipes underneath the public highway will need a section 50 license under the New Roads and Street Works Act 1991
- Any works to a main river may require an environmental permit

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](mailto:infrastructure@baberghmidsuffolk.gov.uk)

This relates to document reference: DC/19/04755

**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.

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

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

**THIRD SCHEDULE**  
**OWNER'S COVENANTS WITH THE DISTRICT COUNCIL**

**Part 1**

- 1 The Owner shall give the District Council:
  - i. Notice of Expected Commencement not less than five (5) Working Days' before the date that the Owners expect Commencement of Development to occur; and
  - ii. within fifteen (15) Working Days' of Commencement of Development having occurred, the Notice of Actual Commencement in order to confirm Commencement has occurred
  
- 2 The Owner shall give the District Council no less than one (1) months' written notice of the anticipated date for the first Occupation of the first Dwelling to be occupied
  
- 3 The Owner shall within fifteen (15) Working Days' give written notice to the District Council following:
  - i. The date of Occupation of the first (1<sup>st</sup>) Dwelling;
  - ii. the date of Occupation of the fifth (5<sup>th</sup>) Dwelling; and
  - iii. Completion of Development

**PART 2**  
**AFFORDABLE HOUSING**

1. The Development shall include eleven (11) Affordable Housing Units comprising, 5 x 2 bedroom 4 person houses, 6 x 3 bedroom 5 person houses and shall be made available as Affordable Rented

Housing/Shared Ownership as follows unless otherwise agreed in writing with the District Council:

**Affordable Rented – 9 (nine) Dwellings**

3 x 2 bedroom 4 person houses

6 x 3 bedroom 5 person house

**Shared Ownership Dwellings – 2 (two) Dwellings**

2 x 2 bedroom 4 person houses

2. The Owner covenants not to Commence the Development until the Affordable Housing Scheme has been submitted to and approved 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.
3. Having given notice under paragraph 1 of this Schedule Part 1 above the Owner use reasonable endeavours to agree with the District Council on the identity of the Registered Provider or other body to which the Affordable Housing Units are to be transferred such agreement not to be unreasonably withheld or delayed but if no agreement has been reached at the expiration of the period of three (3) months following the first Occupation of the first Market Housing Unit the District Council shall be entitled to nominate a Registered Provider or other appropriate body for the purpose
4. Subject to paragraph 9 below the Owner shall not:
  - i. occupy or permit Occupation of more than fifty per cent (50%) Market Housing Units (rounded up to the nearest whole Dwelling) until fifty per cent (50%) of the Affordable Housing Units have been constructed and made ready for residential

Occupation and have been transferred to the approved Registered Provider and written notification of such has been served on the District Council; and

- ii. occupy or permit Occupation of eighty per cent (80%) Market Housing Units (rounded up to the nearest whole Dwelling) until all of the Affordable Housing Units have been constructed and made ready for residential Occupation and all the Affordable Housing Units have been transferred to a Registered Provider and written notification of such has been served on the District Council.
5. The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission and to a standard of construction that meets the Housing Standards Technical Guidance March 2015 and the Nationally Described Space Standards 2015.
6. The Owner shall use reasonable endeavours agree in writing with the District Council the positions of the Affordable Housing Units
7. Any transfer to a Registered Provider of the land on which the Affordable Housing Units will be constructed shall be:
  - i. with vacant possession;
  - ii. free from any encumbrance other than those existing as set out in the title at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);
  - iii. 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;

iv. 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;

v. subject to a requirement to enter into the Affordable Housing Nomination Agreement with the District Council within one (1) month of the date of the transfer(s) to it of the Affordable Housing Units (or such other time period as is otherwise agreed in writing with the District Council)

8. The Owner covenants that the Shared Ownership Dwellings shall only be Occupied by persons allocated in accordance with the Government's Help to Buy Scheme (or any subsequent scheme) and the Rental Dwellings shall only be Occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the District Council is a party or chosen pursuant to the Affordable Housing Nomination Agreement which confers nomination rights on the District Council unless otherwise agreed by the District Council in writing or in accordance with the Government's Help to Buy Agency requirements.

9. From the date of Practical Completion the Affordable Housing Units shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

i. any Protected Person or any mortgagee or chargee of the Protected Person or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees; or



- ii. any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty; or
- iii. any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor
- iv. any successor in title of i. to iii. Above.

10. The Affordable Housing provisions in this Deed shall not be binding on any Chargee of a Registered Provider PROVIDED THAT:

- i. Any 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:
  - i. in the event that the District Council responds within two one (2) months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing Unit(s); and
  - ii. that such a transfer would take place within two (2) months from receipt of the notice
  - iii. then the Chargee shall co-operate with such arrangements and use reasonable endeavours to secure such transfer
- ii. if the District Council does not serve its response to the notice within two one (2) months then the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Third Schedule which shall from the time of the completion of the disposal cease to apply
- iii. if the District Council cannot within three (3) months of the date of service of its response under paragraph 9 a. i. secure such transfer then provided that the Chargee shall have complied with

its obligations under paragraph 9 a the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Third Schedule 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 9 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

11. In the event that the Registered Provider (within two (2) months' of written invitation) is unable to make an acceptable offer to purchase the Affordable Housing Units or no longer wants to purchase the Affordable Housing Units the Owner shall:

11.1 notify the District Council where possible three (3) months' prior to the anticipated Practical Completion of the Affordable Housing Units;

11.2 set out the reasons (together with any supporting evidence) in writing why a transfer to the Registered Provider has not been entered into pursuant to paragraph 1 of this part of this Schedule;

11.3 submit any other information within its possession reasonably requested by the District Council to satisfy why the Owner has not been able to enter into a transfer with the Registered Provider pursuant to paragraph 1 of this part of this Schedule;

11.4 offer the relevant Affordable Housing Units to the District Council to be purchased by the District Council as Affordable Housing.

12. In the event the District Council make an acceptable offer to the Owner (within two (2) months' of written invitation) for the Affordable Housing Units then the Owner shall not Occupy or permit Occupation of more than eighty per cent (80%) of the Market Housing Units until the Owner has provided the District Council with a freehold transfer document unconditionally released for completion
  
13. In the event the District Council does not make an acceptable offer to the Owner (within two (2) months' of written invitation) to purchase all of the Affordable Housing Units or the District Council indicates that they do not want to purchase the Affordable Housing Units the District Council shall serve on the Owner written confirmation that the Owner shall be permitted to sell the Affordable Housing Units on the open market (such written confirmation not to be unreasonably withheld or delayed) and shall pay the Affordable Housing Contribution to the District Council within two (2) months of receipt of that written confirmation (such sum to be calculated in accordance with the Council's policies as are applicable at the time of calculation) in lieu of the provision of Affordable Housing on the Land and in any event the Affordable Housing Contribution to be paid to the District Council prior to Completion of the Development
  
14. Upon the payment of the Affordable Housing Contribution to the District Council the provisions of this Part 2 of this Third Schedule shall no longer be applicable in respect of those Dwellings that were the Affordable Housing Units and the Owner shall be free to dispose of the said Affordable Housing Units as Market Housing Units.

### PART 3

#### PUBLIC OPEN SPACE

- 1.1 The Owner hereby covenants with the District Council that prior to Commencement of Development and in parallel with the relevant reserved matter application or discharge of condition application to submit the Public Open Space Plan and the Public Open Space Specification to the District Council for approval.
- 1.2 The Owner covenants not to Commence the Development unless and until the Public Open Space Plan and the Public Open Space Specification have been approved by the District Council in writing such approval not to be unreasonably withheld or delayed.
- 1.3 If the District Council fails within twenty (20) Working Days' of submission of the Public Open Space Plan and Public Open Space Specification to notify the Owner of its approval of the Public Open Space Plan and the Public Open Space Specification the Owner shall be entitled to assume deemed approval of the Public Open Space Plan and Public Open Space Specification.
- 1.4 The Owner hereby covenants with the District Council not to permit the Occupation of any more than 28 (twenty eight) of the Dwellings until the Public Open Space has been provided in accordance with the approved Public Open Space Plan and the Public Open Space Specification.
- 1.5 The Owner further covenants with the District Council at their own cost to maintain and manage the Public Open Space strictly in accordance with the Public Open Space Plan the Public Open Space Specification and the Planning Permission until the date of the Public Open Space Transfer has been completed and for the avoidance of doubt the Public Open Space can be transferred in full to the Nominated Body or if the Parties (acting reasonably) so agree in part to different Nominated Bodies.
- 1.6 The Owner covenants that following the District Council's written confirmation that the Public Open Space has been laid out in accordance with the Public Open Space Plan and Public Open Space Specification to transfer by way of a transfer or part thereof as agreed in writing by the District Council to the appropriate Nominated Body and such transfer to include such items as necessary and outlined in the Public Open Space Transfer and shall for the avoidance of doubt include a covenant that the Public Open Space shall thereafter be retained and maintained in accordance with the Public Open Space Plan the Public Open Space Specification and the Planning Permission for the benefit of all residents of the Development.
- 1.7 The Owner shall transfer the Public Open Space to the Nominated Body in full or Nominated Bodies in part within eighteen (18) months

of Occupation of the last Dwelling in accordance with the Public Open Space Transfer.

- 1.8 The Public Open Space is to be transferred to the Nominated Body in full or Nominated Bodies in part for the sum of one pound (£1) within twelve months (12 months) of Occupation of the last Dwelling in accordance with the Public Open Space Transfer.

## **FOURTH SCHEDULE**

### **DISTRICT COUNCIL'S COVENANTS**

1. The District Council will issue the completed Planning Permission on or within ten (10) Working Days' of the date of this Deed
  
2. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained within this Deed when satisfied (acting reasonably) that such obligations have been performed.

### **PART 1**

#### **AFFORDABLE HOUSING**

1. If an Affordable Housing Contribution is paid to the District Council the District Council shall use the monies for the provision of Affordable Housing within the administrative area of the District Council
  
2. The District Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Affordable Housing Contribution was paid repay such amount of the Affordable Housing Contribution which has not been committed or expended by the District Council in accordance with the provisions of this Deed to the party who made the payment such repayment to be made within twenty (20) Working Days' of such request.
  
3. If the Affordable Housing Contribution is paid to the District Council pursuant to this Deed was spent or committed by the District Council it shall upon written request after the expiry of ten (10) years of the payment of that sum notify the party who made the payment that such monies have been spent or committed within a further period of twenty

(20) Working Days' such notice to include full details of what the said monies were spent on or committed to.

**FIFTH SCHEDULE**  
**OWNER'S COVENANTS WITH THE COUNTY COUNCIL**

1. The Owner shall give the County Council;
  - 1.1 Notice of Expected Commencement not less than five (5) Working Days' before the date that the Owner expects Commencement of the Development to occur; and
  - 1.2 within fifteen (15) Working Days' of Commencement of Development having occurred, the Notice of Actual Commencement in order to confirm that Commencement has occurred.

**HIGHWAY IMPROVEMENTS CONTRIBUTION**

1. The Owner covenants to pay the Highway Improvements Contribution to the County Council prior to Commencement of the Development.
2. The Owner covenants not to Commence the Development until the Highway Improvements Contribution has been paid in full to the County Council.



**SIXTH SCHEDULE**  
**COUNTY COUNCIL'S COVENANTS**

1. If requested to do so in writing after the expiry of ten (10) years from the payment of the Highway Improvements Contribution within a further period of one (1) year the County Council shall repay to the Owner such amount of the Highway Improvements Contribution which has not been committed or expended by that date, the County Council in accordance with the provisions of this Deed to the Owner or such other person who made the payment such repayment to be made within twenty (20) Working Days' of such request.
  
2. In the event that the Highway Improvements Contribution paid to the County Council pursuant to this Deed was spent or committed by the County Council it shall upon written request after the expiry of ten (10) years of the payment of that sum within a further period of one (1) year shall notify the Owner (or such other person who made the payment) that such monies have been spent or committed within a further period of twenty (20) Working Days' such notice to include full details of what the said monies were spent on or committed to.





**DRAFT**

**THIS DEED OF NOMINATION RIGHTS is made the                      day of**

**20**

**BETWEEN:**

**(1) XXXXXXXX whose registered address is XXXXXXXXXXXXXXXXXXXX  
(‘the Registered Provider’) and**

**(2) BABERGH DISTRICT COUNCIL of Endeavour House, 8 Russell  
Road Ipswich Suffolk, IP1 2BX (‘the Council’)**

**1. Definitions**

In this Deed:

1.1 ‘Affordable Housing’ has the meaning given to it in Annex 2 of the NPPF published in February 2019 (as may be amended from time to time or such other national policy that may from time to time replace or update this framework) or any successor policy thereto issued by HM Government

1.2 ‘Affordable Housing Unit’ means the 11 (eleven) dwellings (35% of the consented Dwellings) of which shall be Affordable Housing to be provided on the Property of which 9 (nine) Dwellings shall be Affordable Rent Dwellings (unless otherwise agreed by the Council) which shall be let at an Affordable Rent and shall be occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the Council is a party or otherwise nominated by the Council pursuant to this Deed as varied from time to time

and 2 (two) Dwellings shall be Shared Ownership Dwellings and shall be occupied by persons in accordance with the Government's Help to Buy Scheme (or other subsequent scheme) and Affordable Housing Units shall be construed accordingly.

1.3 'Affordable Housing Scheme' means the affordable housing scheme to be submitted to the District Council for its written approval for the provision of Affordable Housing as part of the Development detailing:

- i) the plots and location;
- ii) bedroom numbers per Dwelling;
- iii) Dwelling size; and
- iv) tenure

1.4 'Affordable Rent' means rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable

1.5 'Affordable Rent Dwelling' means an Affordable Housing Unit 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 any service charges applicable) for a dwelling of comparable size in the same location.

1.6 'Chargee' means any mortgagee or chargee of the Registered Provider who is in possession or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator.

1.7 'Chargee's Duties' means the tasks and duties set out in clause 12.4 of this deed.

1.8 'Choice Based Lettings Scheme' means an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Lettings Scheme relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the Council is a party.

1.9 'Dwelling' means a dwelling (including a house flat or bungalow and including both Market Housing Units and Affordable Housing Units) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

1.10 'Gateway to Homechoice' means the Greater Haven Gateway sub-regional Choice Based Lettings Scheme (or any replacement or similar system in place at the time

1.11 'Homes England' 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

1.12 'Initial Let' means the first tenancy of such newly constructed and previously unoccupied Affordable Rent Dwelling

1.13 'Initial Purchase' means the first purchase of such newly constructed and previously unoccupied Shared Ownership Dwelling

1.14 'Local Connection Criteria' means an individual who immediately before taking up occupation of an Affordable Housing Unit:

1.14.1 had his only or principal home in the district of Babergh for a continuous period of not less than two (2) years and in the event that there are no or insufficient individuals qualifying under this sub-paragraph then the choice of person shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-paragraphs 1.14.2 to 1.14.4 inclusive.

1.14.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than two (2) years in the district of Babergh and wishes to be near that relative or

1.14.3 is employed in the district of Babergh on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for two (2) years

1.14.4 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 Council of his or her former residency in the district of Babergh for either (i) six (6) months out of the preceding twelve (12) months or (ii) three (3) years out of the preceding five years and in either case such period of former residency shall end with the Availability Date

1.15 'Mutual Exchange' means the procedure by which a tenant may exchange their house with another council or housing association tenant

1.16 'Nomination List' means the Gateway to Homechoice Short List produced in accordance with the Gateway to Homechoice SLA

1.17 'Nominee' means a person named on the Gateway to Homechoice Short List who satisfies the Local Connection Criteria and is verified by the Registered Provider as best meeting the criteria for the category of Affordable Rent Dwelling in respect of which the Registered Provider is to select a person from the Nomination List and offer a Tenancy Agreement

1.18 '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

1.19 'Property' means the land to the Rear of Plough and Fleece Inn, Great Green, Cockfield on the shown edged red on the plan annexed

1.20 '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

1.21 'Registered Provider' means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept by Homes England under Chapter III of that Act and for the avoidance of doubt this could include the Council.

1.22 'Shared Ownership Dwelling' means an Affordable Housing Unit to be let on a Shared Ownership Lease in accordance with the terms as set out in the Capital Funding Guide published by Homes England and any other publication that supercedes it and 'Shared Ownership Dwellings' shall be construed accordingly

1.23 'Shared Ownership Lease' means a lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:

(a) not more than 70% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Registered Provider;

(b) power to the purchaser to increase their ownership up to 100% if they so wish;

(c) an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England.

1.24 'Service Level Agreement' or 'SLA' 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 (1) and the Council (2)

1.25 'Staircasing' means the acquisition after the date of the Initial Purchase of additional tranches of equity in the Shared Ownership Dwelling as set out in the Shared Ownership Lease for that Affordable Housing Unit and as detailed in the Capital Funding Guide published by Homes England and any other publication that supercedes it

1.26 '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

1.27 'Vacancy Notice' means a written notice (in a form to be agreed between the Registered Provider and given by the Registered Provider to the Council within five (5) weeks from the date of this Deed) the function of such notice being the notification to the Council by the Registered Provider of the expected date on which the construction and fitting out of the Affordable Rented Dwellings will be complete

1.28 'Void' means an Affordable Rent Dwelling which is vacant otherwise than as a result of the tenant having:

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

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

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

1.29 'Void Notice' means a written notice given by the Registered Provider to the Council (in a form to be agreed between the Registered Provider and the Council within five (5) weeks from the date of this Deed) the function of

such a notice being the notification to the Council of a void in respect of an Affordable Rent Dwelling

## **2 Enabling Provisions**

This Deed is made pursuant to the Local Government Act 1972 Section 111, Section 1 of the Localism Act 2011 as amended and all other enabling powers

## **3 Procedure**

The parties agree that the SLA 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

## **4 Initial Lets/Initial Purchase**

In relation to the Initial Let and Initial Purchase of an Affordable Housing Units the following provisions shall apply:

4.1.1 The Registered Provider shall give the Council not less than four (4) months' written notice of the date when all the Affordable Housing Units will be ready for occupation

4.1.2 The Registered Provider shall serve a Vacancy Notice upon the Council in respect of an Affordable Rent Dwelling not earlier than ten (10) weeks prior to an Affordable Rent Dwelling becoming available for occupation

**5. Voids**

Should any Affordable Rent Dwelling become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then the Gateway to Homechoice SLA procedure shall apply in each case

**6. Supplemental provisions relating to allocating Initial Lets and Voids**

6.1 Where there are two or more applicants applying to occupy one of the Affordable Housing Units the Local Connection Criteria set out in clause 1.14 of this Deed and thereafter subject to clause 6.2 of this Deed, preference must be given to the applicant/s who have the highest housing need according to the Council's current allocations policy

6.2 If any of the Affordable Housing Units are designed or adapted for people with disabilities or in need of level access then any such dwelling may be first offered to a person or persons with disabilities or level access needs who require such accommodation even where such person(s) have a lesser local connection under clause 1.14 of this deed than someone who does not have disabilities or level access need

**7. Registered Provider covenants**

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

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

7.2 To ensure that the Affordable Housing Units are let on the basis of a Tenancy Agreement at an Affordable Rent or as low-cost home ownership and they are all retained and managed by a Registered Provider in accordance with the objectives of such Registered Provider

7.3 To construct the Affordable Housing Units in accordance with Homes England's requirements

#### **8. Alteration of lists**

The 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

#### **9. 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

#### **10. Transfer to other Registered Provider**

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

#### **11 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

#### **12 Agreements and declarations**

The parties agree:

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

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

12.3 From the date of Practical Completion the Affordable Housing Units shall be let/purchased or sold? in accordance with the terms of this Deed save that the obligations and restrictions contained in this Deed shall not be binding on:

12.3.1 any Protected Tenant or any mortgagee or Chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and Chargees; or

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

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

12.4 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 Council of its intention to dispose and:

12.4.1 in the event that the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the



Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the Chargee

12.4.2 if the Council does not serve its response to the notice within the said period of two (2) month contained in clause 12.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this Deed.

12.4.3 if the Council or any other person cannot within two (2) months of the date of service of its response under clause 12.4.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 12.4 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 Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

### **13. Mutual Exchanges**

The requirements of this Deed shall apply to all requests for Mutual Exchanges

**14. Shared Ownership Dwellings - Capital Receipts from Staircasing**

The capital receipt received by the Registered Provider for shares sold between 81% and 100% must be recycled and reinvested in new Affordable Housing within the District of Babergh.

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

**PLANNING**


**NOTICE TO THE PUBLIC**

**KING**  
Architectural Design  
and Planning

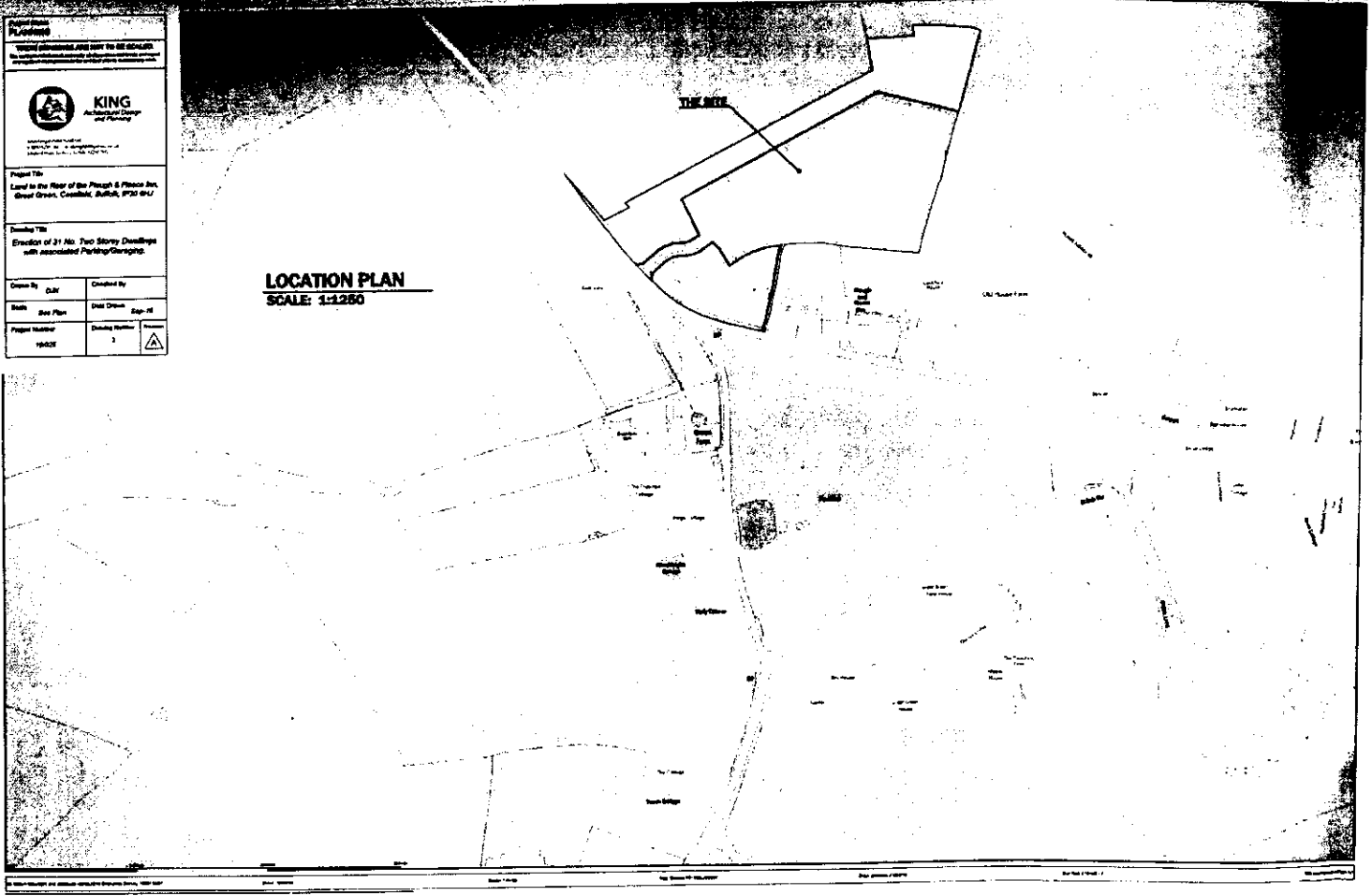
**Project Title:**  
Land to the Rear of the Pheasant & Pheasant Inn,  
Great Green, Co. Wick, N13 6U1

**Drawing Title:**  
Erection of 31 No. Two Storey Dwellings  
with associated Parking/Driveways

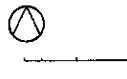
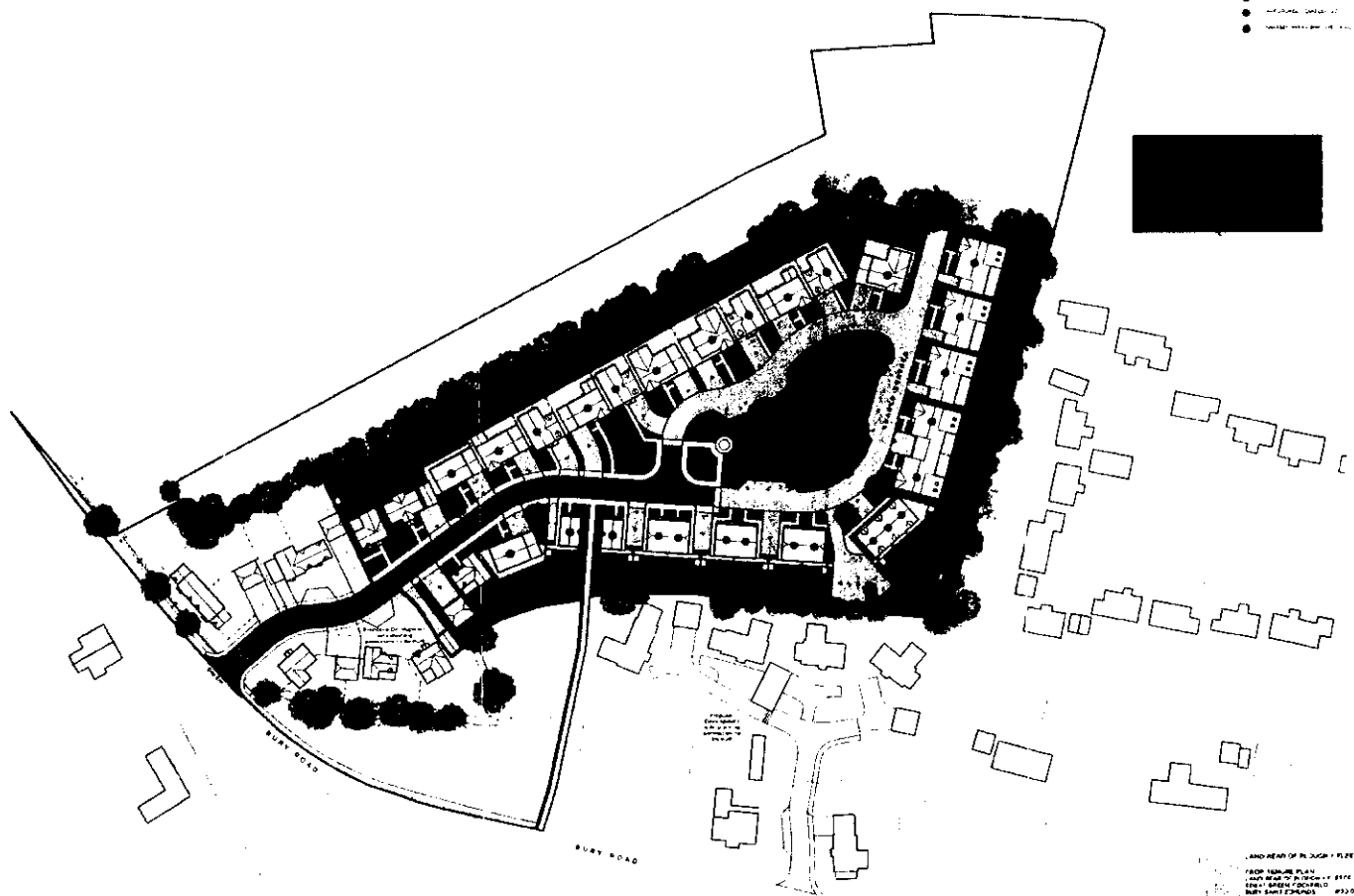
Drawn By	CUJ	Checked By	
Scale	Site Plan	Sheet Drawn	Site-01
Project Number	18002	Drawing Number	1



**LOCATION PLAN**  
SCALE: 1:1250



- LEGEND
- OPEN SPACE
  - PAVED DRIVEWAY
  - UNPAVED DRIVEWAY
  - DRIVEWAY



AS PROPOSED TENURE PLAN

LAND REAR OF PLAZA FLEECE  
 FROM TENURE PLAN  
 AND REAR OF PLAZA FLEECE  
 TOTAL GROSS FLOORED  
 AREA 225.00  
 225.00

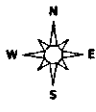
**PROPOSED DWELLINGS AND 257 ROAD WORKS**

**KING**  
Architectural Design  
and Planning

Project No:  
Land to the West of the Pines & Pines Inc.  
Great Ouse, Colchester, Suffolk, IP20 0LJ

Drawing Title:  
Erection of 28 No. Two Storey Dwellings  
with Associated Parking/Garaging

Drawn By: JLP	Checked By:
Date Drawn: Jan 2020	
Scale: Site Plan	
Project Number: 16028	Revision Number: 1



Existing Provisions to be Protected / Proposed Details of Provisions (Measure to be submitted as part of Reserved Matters Application)

Payment Matters Tree Planting / Landscaping Buffer Zone

**PROPOSED ERECTION OF 28 DWELLINGS WITH ASSOCIATED PARKING**

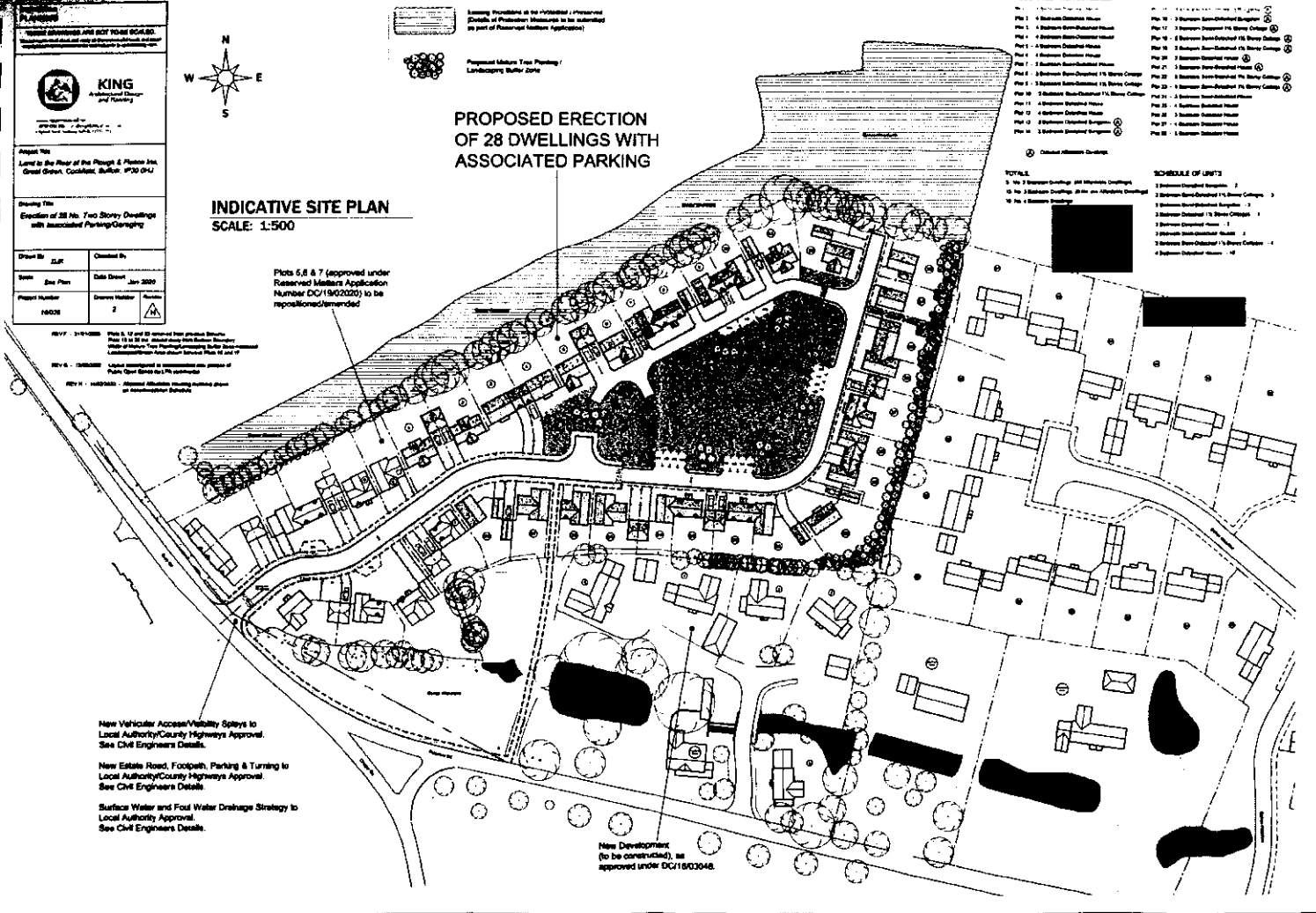
**INDICATIVE SITE PLAN**  
SCALE: 1:500

Plots 5, 6 & 7 (approved under Reserved Matters Application Number DC/19/02020) to be repositioned/demanded

ACCOMMODATION SCHEDULE	
Plot 1	1 Bedroom Detached House
Plot 2	2 Bedroom Semi-Detached House
Plot 3	2 Bedroom Semi-Detached House
Plot 4	2 Bedroom Detached House
Plot 5	2 Bedroom Detached House
Plot 6	2 Bedroom Detached House
Plot 7	2 Bedroom Detached House
Plot 8	2 Bedroom Semi-Detached 1.5 Storey Cottage
Plot 9	2 Bedroom Semi-Detached 1.5 Storey Cottage
Plot 10	2 Bedroom Semi-Detached 1.5 Storey Cottage
Plot 11	2 Bedroom Detached House
Plot 12	4 Bedroom Detached House
Plot 13	2 Bedroom Detached House
Plot 14	2 Bedroom Detached House
Plot 15	2 Bedroom Detached House
Plot 16	2 Bedroom Semi-Detached House
Plot 17	2 Bedroom Semi-Detached House
Plot 18	2 Bedroom Semi-Detached House
Plot 19	2 Bedroom Semi-Detached House
Plot 20	2 Bedroom Semi-Detached House
Plot 21	2 Bedroom Semi-Detached House
Plot 22	2 Bedroom Semi-Detached House
Plot 23	2 Bedroom Semi-Detached House
Plot 24	2 Bedroom Semi-Detached House
Plot 25	2 Bedroom Semi-Detached House
Plot 26	2 Bedroom Semi-Detached House
Plot 27	2 Bedroom Semi-Detached House
Plot 28	2 Bedroom Semi-Detached House

SCHEDULE OF LOTS	
1	1 Bedroom Detached House
2	2 Bedroom Semi-Detached House
3	2 Bedroom Semi-Detached House
4	2 Bedroom Detached House
5	2 Bedroom Detached House
6	2 Bedroom Detached House
7	2 Bedroom Detached House
8	2 Bedroom Semi-Detached 1.5 Storey Cottage
9	2 Bedroom Semi-Detached 1.5 Storey Cottage
10	2 Bedroom Semi-Detached 1.5 Storey Cottage
11	2 Bedroom Detached House
12	4 Bedroom Detached House
13	2 Bedroom Detached House
14	2 Bedroom Detached House
15	2 Bedroom Detached House
16	2 Bedroom Semi-Detached House
17	2 Bedroom Semi-Detached House
18	2 Bedroom Semi-Detached House
19	2 Bedroom Semi-Detached House
20	2 Bedroom Semi-Detached House
21	2 Bedroom Semi-Detached House
22	2 Bedroom Semi-Detached House
23	2 Bedroom Semi-Detached House
24	2 Bedroom Semi-Detached House
25	2 Bedroom Semi-Detached House
26	2 Bedroom Semi-Detached House
27	2 Bedroom Semi-Detached House
28	2 Bedroom Semi-Detached House



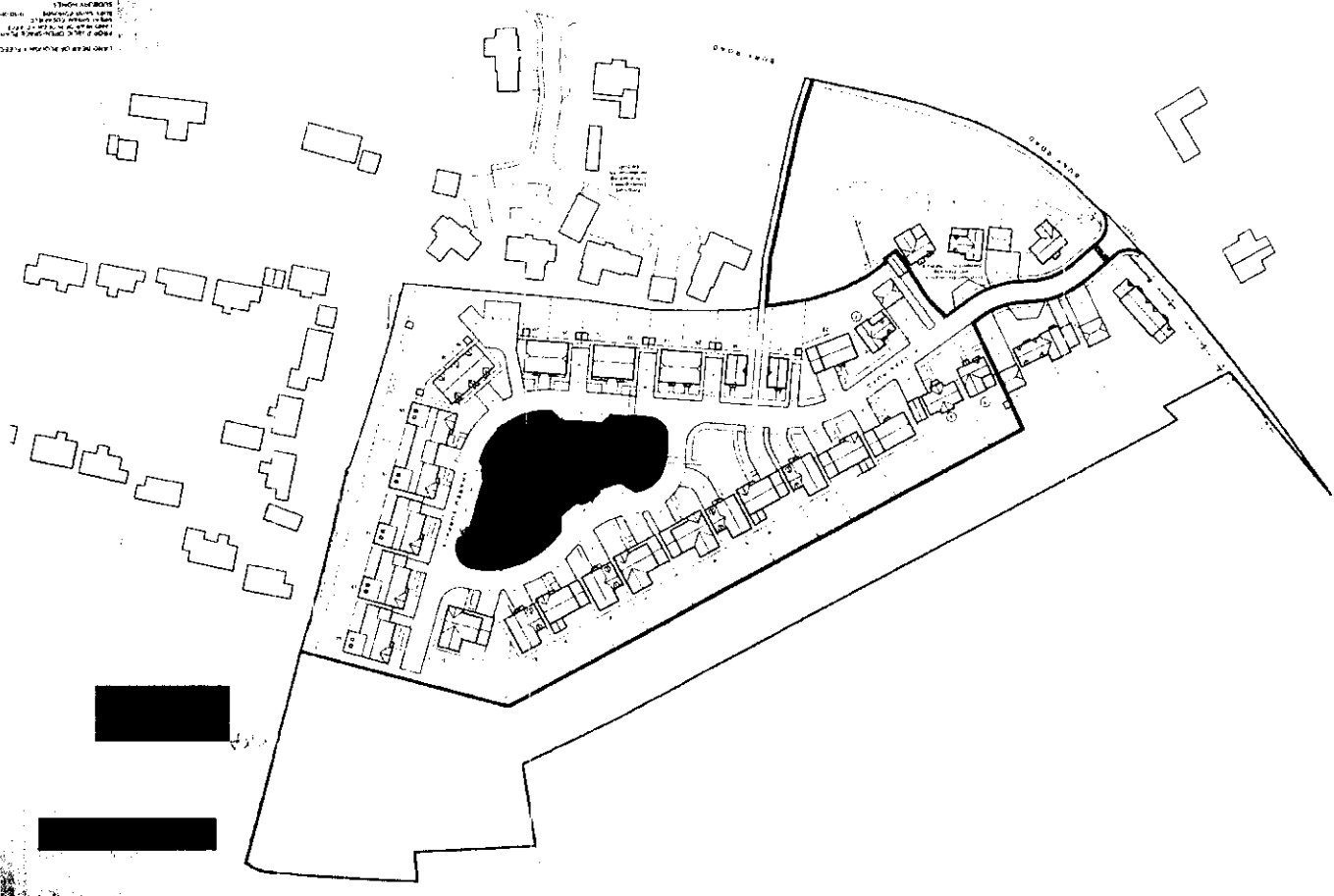
New Vehicular Access/Visibility Splays to Local Authority/County Highways Approval. See Civil Engineers Details.

New Estate Road, Footpath, Parking & Turning to Local Authority/County Highways Approval. See Civil Engineers Details.

Surface Water and Foul Water Drainage Strategy to Local Authority Approval. See Civil Engineers Details.

New Development (to be constructed), as approved under DC/19/03048.

226.01  
LAWRENCE COUNTY, MISSISSIPPI  
PLANNING AND ZONING DEPARTMENT  
1000 W. STATE STREET, SUITE 100  
MARIETTA, MISSISSIPPI 39056  
PHONE: 601-533-1234  
FAX: 601-533-1235  
WWW.LAWRENCECOUNTYMS.GOV

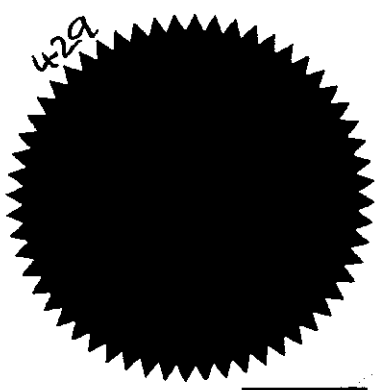
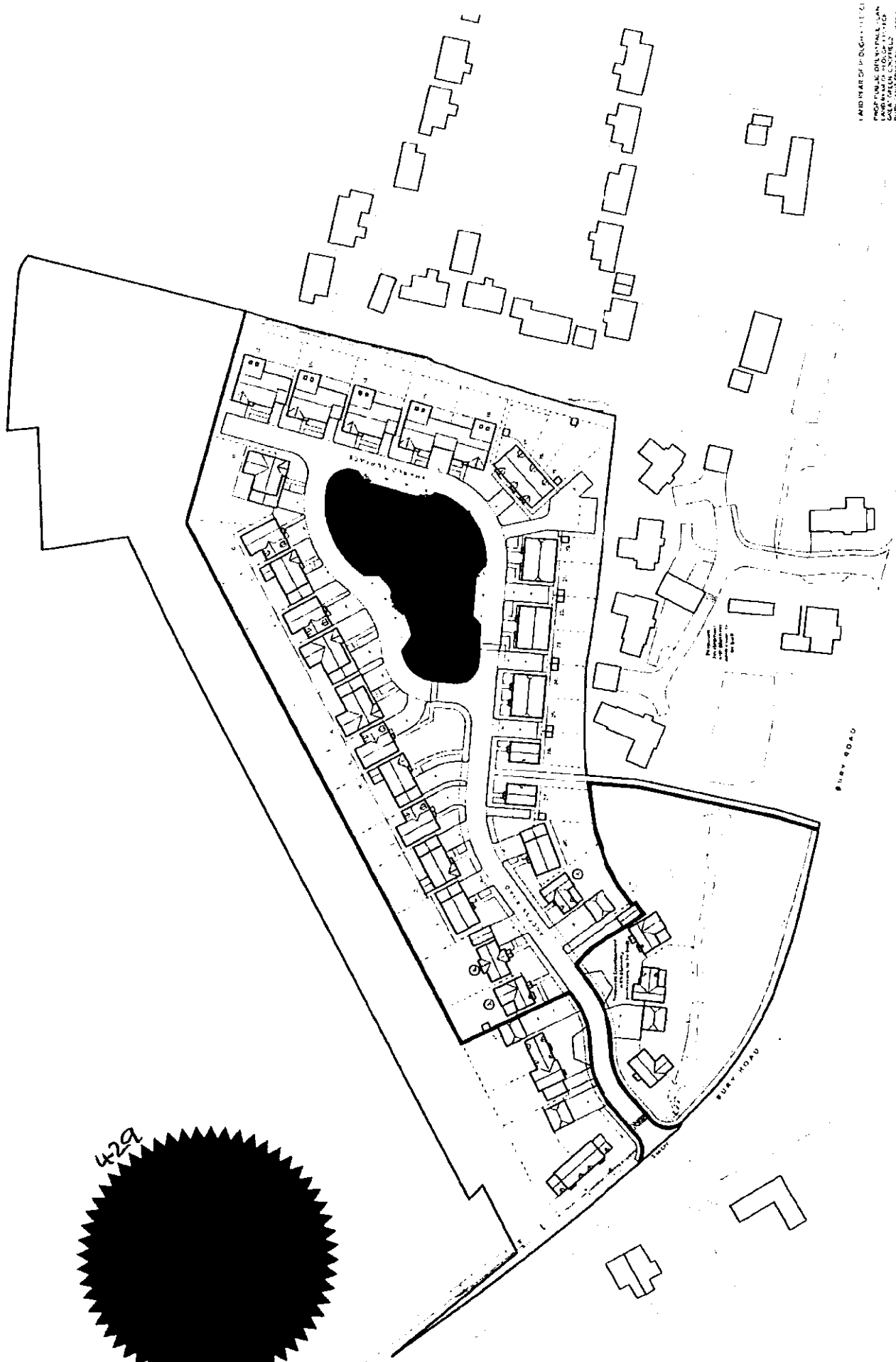


11

THE CITY OF BOSTON  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE CITY ENGINEER  
100 STATE STREET, ROOM 1000  
BOSTON, MASSACHUSETTS 02109  
TELEPHONE: 617-552-3100

LAND MAP OF BOSTON CITY  
PROPOSED PUBLIC OPEN-SPACE PLAN  
SARASOTA COUNTY, FLORIDA  
BOSTON, MASSACHUSETTS  
DATE: 10/15/2014

226.01

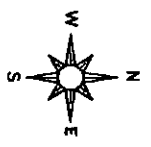


AS PROPOSED: PUBLIC OPEN-SPACE PLAN



**Project Title:**  
 Land to the Rear of the Project & Phase 1A  
 Site 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**INDICATIVE SITE PLAN**  
**SCALE: 1:500**



- Existing structures to be demolished / Proposed Outline of Residential structures to be submitted as part of Reserved Matters Application
- Proposed Urban Tree Planting / Landscaping Buffer Zone

**PROPOSED ERECTION OF 28 DWELLINGS WITH ASSOCIATED PARKING**

Plots 5, 6 & 7 (approved under Reserved Matters Application Number DC/1802020) to be re-proposed as residential.

DC/1802020 - DC/1802020  
 DC/1802020 - DC/1802020  
 DC/1802020 - DC/1802020

New Ventilated Access/Visibility Screens to Local Authority/County Highway's Approval. See Civil Engineers Details.  
 New Estate Road, Footpath, Parking & Turning to Local Authority/County Highway's Approval. See Civil Engineers Details.  
 Surface Water and Foul Water Drainage Strategy to Local Authority Approval. See Civil Engineers Details.

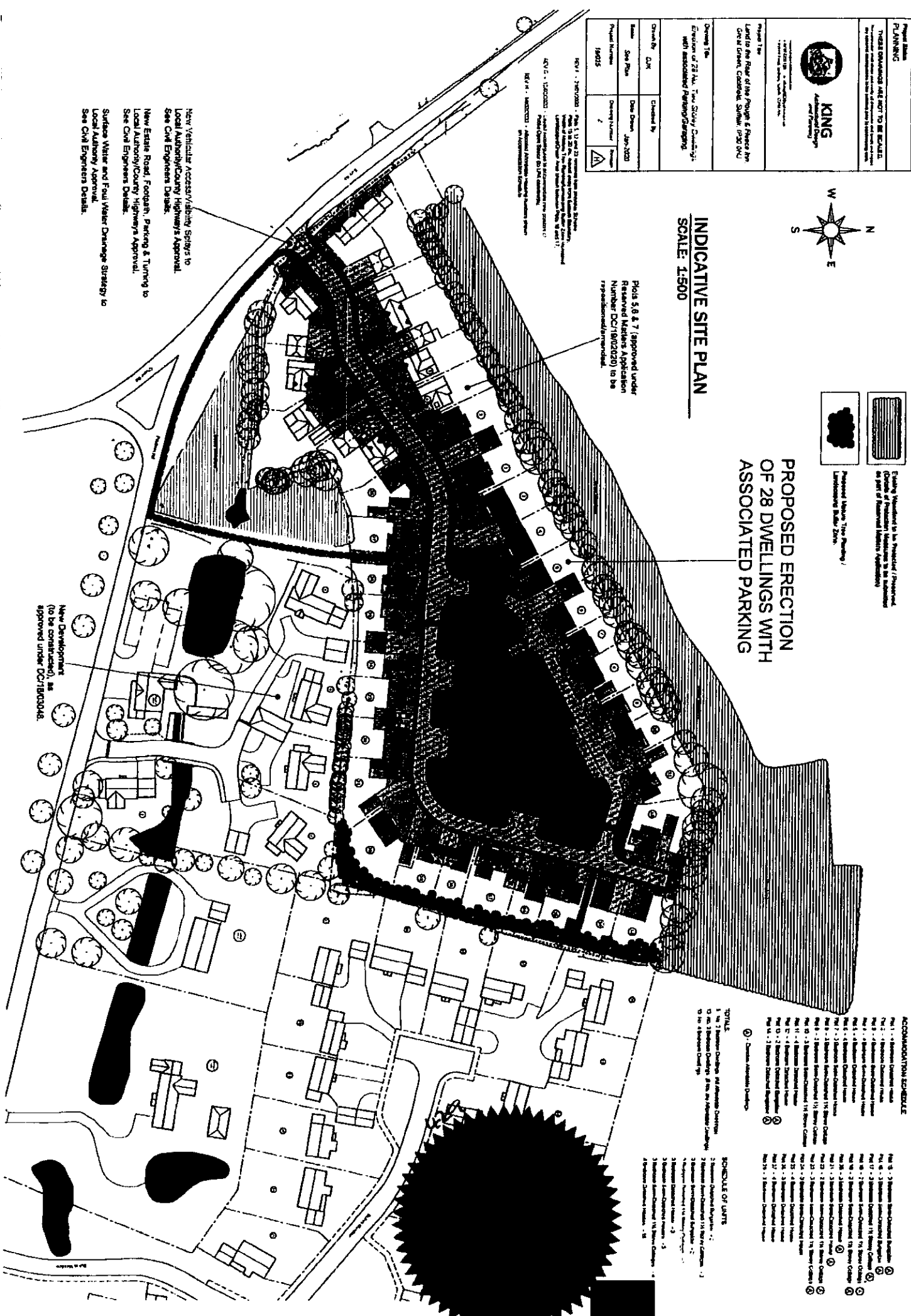
New Development (to be constructed) as approved under DC/1802020.

**ACCOMMODATION SCHEDULE**

Plot 1	1 - 2 Bed Semi-Detached House	1
Plot 2	1 - 2 Bed Semi-Detached House	1
Plot 3	1 - 2 Bed Semi-Detached House	1
Plot 4	1 - 2 Bed Semi-Detached House	1
Plot 5	1 - 2 Bed Semi-Detached House	1
Plot 6	1 - 2 Bed Semi-Detached House	1
Plot 7	1 - 2 Bed Semi-Detached House	1
Plot 8	1 - 2 Bed Semi-Detached House	1
Plot 9	1 - 2 Bed Semi-Detached House	1
Plot 10	1 - 2 Bed Semi-Detached House	1
Plot 11	1 - 2 Bed Semi-Detached House	1
Plot 12	1 - 2 Bed Semi-Detached House	1
Plot 13	1 - 2 Bed Semi-Detached House	1
Plot 14	1 - 2 Bed Semi-Detached House	1
Plot 15	1 - 2 Bed Semi-Detached House	1
Plot 16	1 - 2 Bed Semi-Detached House	1
Plot 17	1 - 2 Bed Semi-Detached House	1
Plot 18	1 - 2 Bed Semi-Detached House	1
Plot 19	1 - 2 Bed Semi-Detached House	1
Plot 20	1 - 2 Bed Semi-Detached House	1
Plot 21	1 - 2 Bed Semi-Detached House	1
Plot 22	1 - 2 Bed Semi-Detached House	1
Plot 23	1 - 2 Bed Semi-Detached House	1
Plot 24	1 - 2 Bed Semi-Detached House	1
Plot 25	1 - 2 Bed Semi-Detached House	1
Plot 26	1 - 2 Bed Semi-Detached House	1
Plot 27	1 - 2 Bed Semi-Detached House	1
Plot 28	1 - 2 Bed Semi-Detached House	1

**SCHEDULE OF LOTS**

Lot 1	1 - 2 Bed Semi-Detached House	1
Lot 2	1 - 2 Bed Semi-Detached House	1
Lot 3	1 - 2 Bed Semi-Detached House	1
Lot 4	1 - 2 Bed Semi-Detached House	1
Lot 5	1 - 2 Bed Semi-Detached House	1
Lot 6	1 - 2 Bed Semi-Detached House	1
Lot 7	1 - 2 Bed Semi-Detached House	1
Lot 8	1 - 2 Bed Semi-Detached House	1
Lot 9	1 - 2 Bed Semi-Detached House	1
Lot 10	1 - 2 Bed Semi-Detached House	1
Lot 11	1 - 2 Bed Semi-Detached House	1
Lot 12	1 - 2 Bed Semi-Detached House	1
Lot 13	1 - 2 Bed Semi-Detached House	1
Lot 14	1 - 2 Bed Semi-Detached House	1
Lot 15	1 - 2 Bed Semi-Detached House	1
Lot 16	1 - 2 Bed Semi-Detached House	1
Lot 17	1 - 2 Bed Semi-Detached House	1
Lot 18	1 - 2 Bed Semi-Detached House	1
Lot 19	1 - 2 Bed Semi-Detached House	1
Lot 20	1 - 2 Bed Semi-Detached House	1
Lot 21	1 - 2 Bed Semi-Detached House	1
Lot 22	1 - 2 Bed Semi-Detached House	1
Lot 23	1 - 2 Bed Semi-Detached House	1
Lot 24	1 - 2 Bed Semi-Detached House	1
Lot 25	1 - 2 Bed Semi-Detached House	1
Lot 26	1 - 2 Bed Semi-Detached House	1
Lot 27	1 - 2 Bed Semi-Detached House	1
Lot 28	1 - 2 Bed Semi-Detached House	1





Project Status  
PLANNING

THESE DRAWINGS ARE NOT TO BE SCALE  
The contractor shall verify all dimensions and locations  
for proposed construction to the ground prior to commencing work.



**KING**  
Architectural Design  
and Planning

10000 10th Avenue, Suite 100  
Denver, Colorado, 80202  
Phone: 303.733.1234

Project Title  
Lead to the Rear of the Pough & Plover Int.  
Gravel Drive, Colorado State, P30 001

Drawing Title  
Erection of 31 No. Two Storey Drawings  
with associated Parking/Driveways

Drawn By: DJK

Checked By: Dan Deane Sep-10

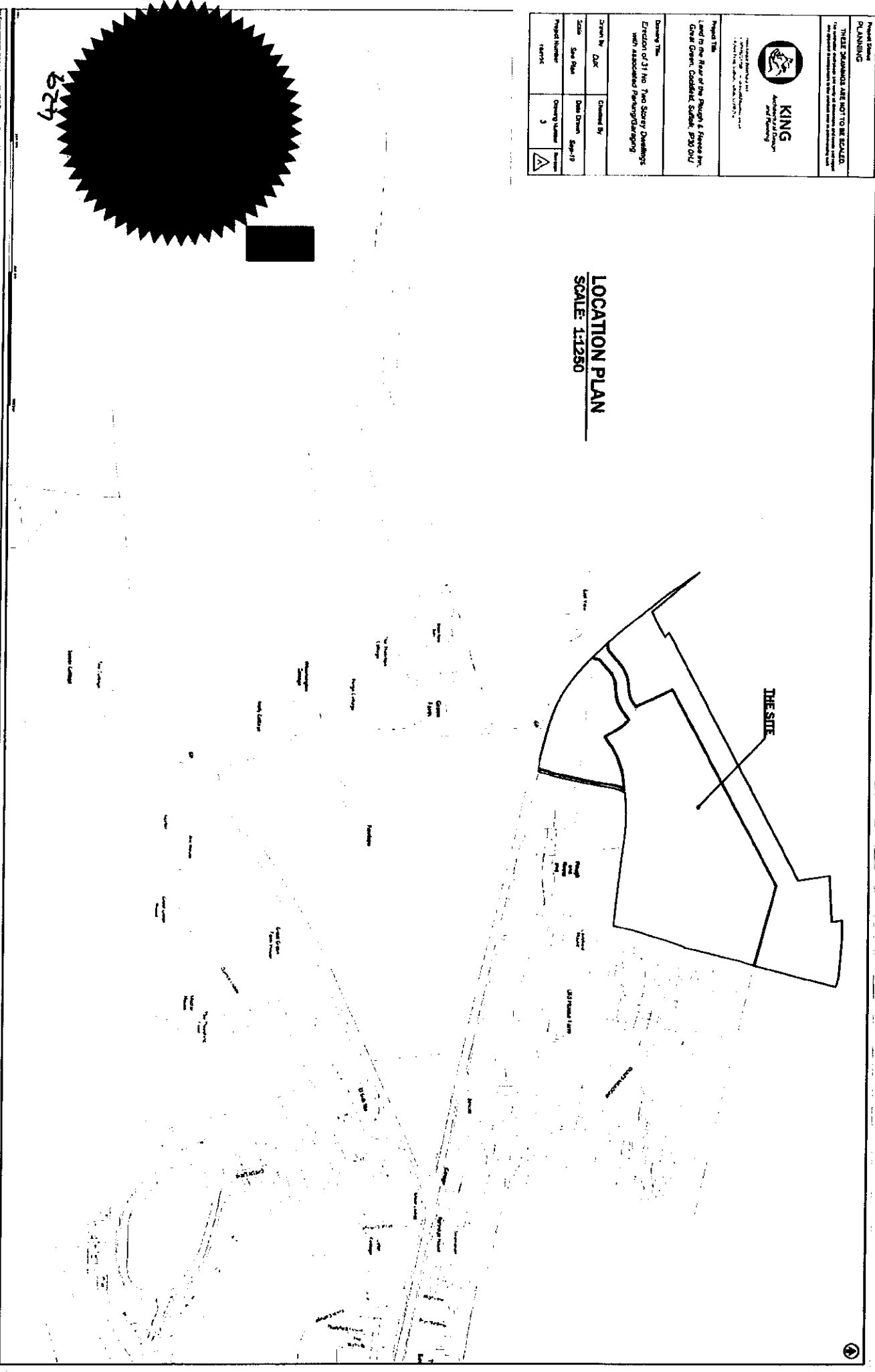
Scale: As Shown

Project Number: 149006



### LOCATION PLAN

SCALE: 1:1250

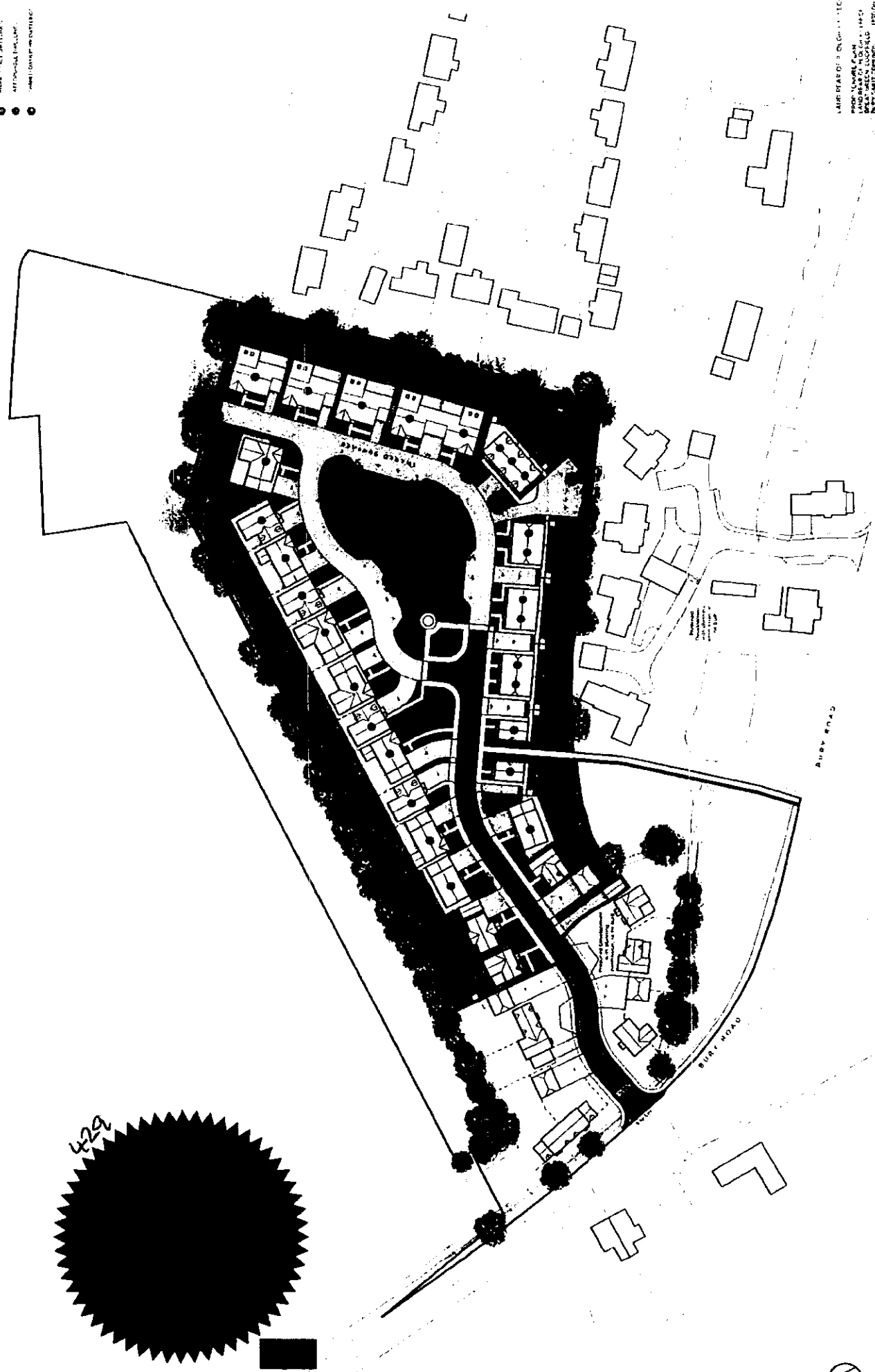


629

10000 10th Avenue, Suite 100  
Denver, Colorado, 80202  
Phone: 303.733.1234  
Fax: 303.733.1235  
www.kingdesign.com

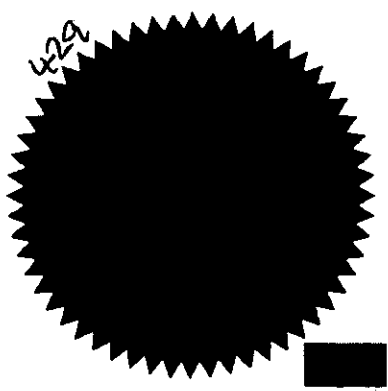
FOR INFORMATION OF THE APPLICANT, THE APPLICANT IS ADVISED THAT THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

- HOUSE
- ATTACHED GARAGE
- DRIVEWAY



LANDSCAPE ARCHITECT  
 1000 BERRY AVE. SUITE 100  
 BIRMINGHAM, AL 35203  
 PHONE: (205) 975-1111  
 FAX: (205) 975-1112  
 WWW: WWW.LANDSCAPEARCHITECTS.COM

225.00



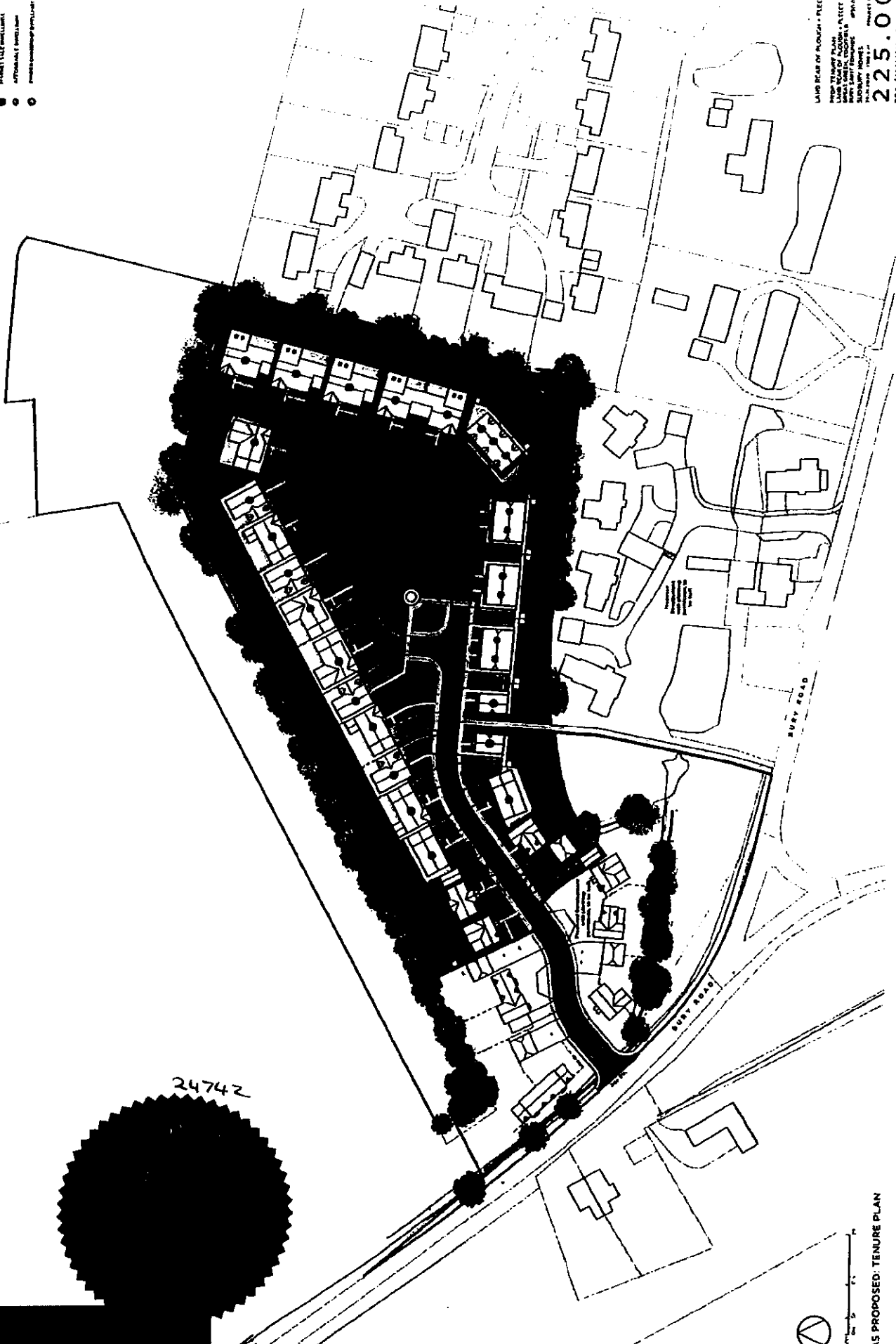
1" = 20'

AS PROPOSED: TENURE PLAN

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.  
2. THE PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION.  
3. THE DESIGNER ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS.  
4. THE CLIENT ACCEPTS FULL RESPONSIBILITY FOR THE ACCURACY OF THE DATA PROVIDED.

- PLANNED TOWN DEVELOPMENT
- EXISTING TOWN DEVELOPMENT
- PROPERTY BOUNDARIES
- PUBLIC UTILITIES

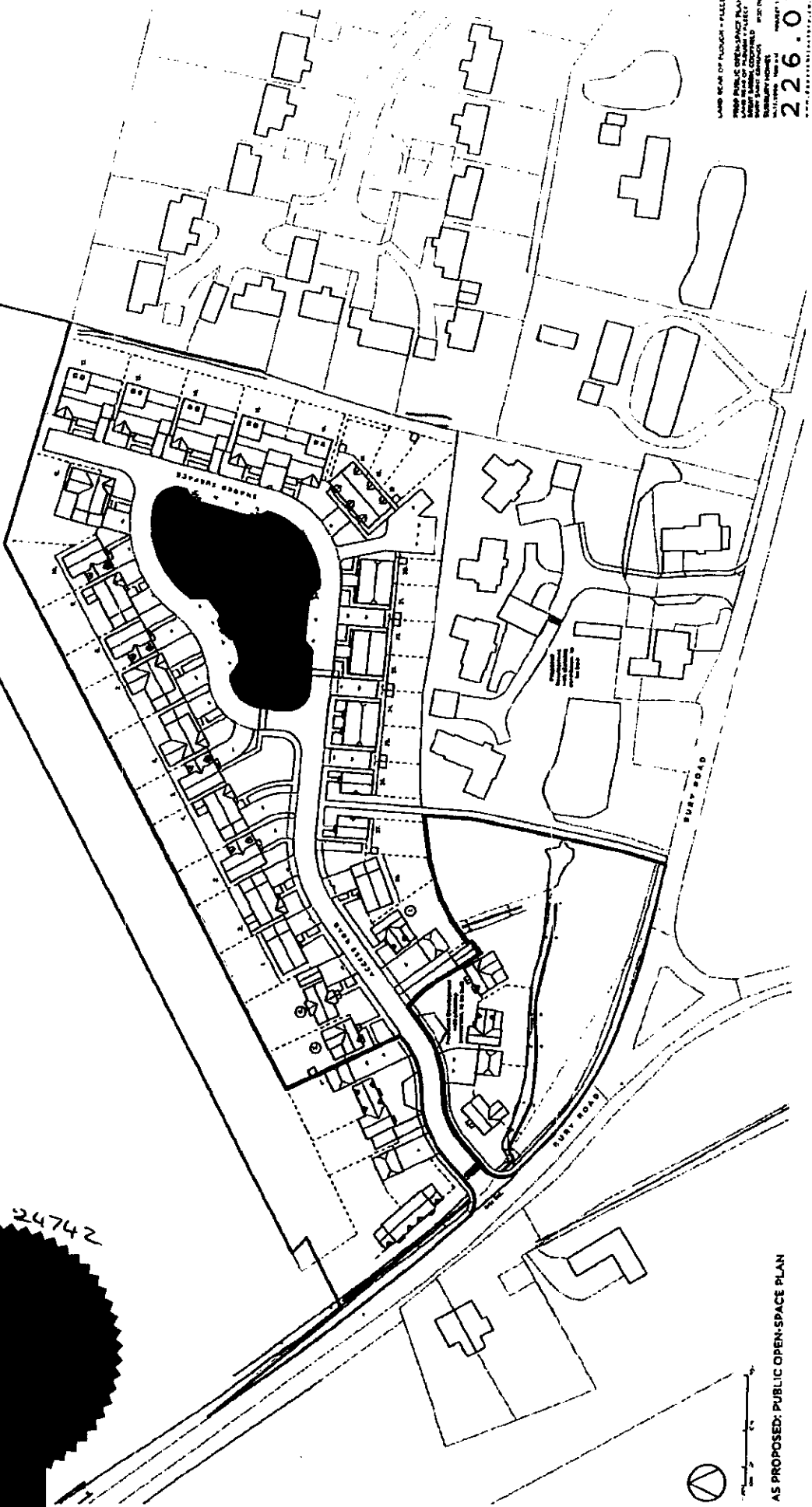
LAND REFORM BOARD - PRELECT  
PROJECT NAME: PRELECT  
SUBJECT: PRELECT  
DRAWN BY: PRELECT  
DATE: 2000/01/01  
225.00



AS PROPOSED. TENURE PLAN

LAND SCAPE OF FUDUOUI - FALLEE  
PUBLIC OPEN-SPACE PLAN  
DATE: 10/10/01  
SCALE: 1:1000  
PROJECT NO: 226.01

1. The plan shows the proposed public open-space plan for the site.  
2. The plan shows the proposed public open-space plan for the site.  
3. The plan shows the proposed public open-space plan for the site.



24742

AS PROPOSED: PUBLIC OPEN-SPACE PLAN





**Project Name:**  
P-14-00000


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**KING**  
and  
**MCCARTHY**  
INCORPORATED  
10000 Westpark Drive  
Houston, Texas 77036

**Project Title:**  
Land to the Rear of Joe Pugh & Plaza Inc.  
Street View, Cleveland, North, P20-001

**Drawing Title:**  
Erection of 57 No. Two Storey Dwelling  
with associated Parking Garages

Drawn By	Chk'd	Checked By
WMB	Joe Pugh	Joe Pugh
Project Number	19000	Sheet Number
		3



**Project Status**  
**PLANNING**

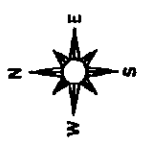
THIS DOCUMENT IS NOT TO BE BUILT. It is for informational purposes only and is not intended for construction. It is subject to change without notice.

**KING**  
 Architects and Planners  
 1000 North ...  
 ...  
 ...

**Project Title**  
 Location at the Rear of the Plaza & Phase 2a  
 Great Street, Cambridge, Suffolk, IP30 2BU

<b>Drawn By</b> DJK	<b>Created By</b>
<b>Scale</b> Site Plan	Drawn/Date Jan-2020
<b>Project Number</b> 19805	Drawing Number 3
<b>THREATS</b> ?	

© 2019 - reserved - this is an unapproved plan. It is not intended for construction. It is subject to change without notice.  
 19805 - reserved - this is an unapproved plan. It is not intended for construction. It is subject to change without notice.  
 19704 - reserved - this is an unapproved plan. It is not intended for construction. It is subject to change without notice.



**PROPOSED ERECTION  
 OF 28 DWELLINGS WITH  
 ASSOCIATED PARKING**

**INDICATIVE SITE PLAN**  
 SCALE: 1:500

Plans 6, 6.5 & 7 (approved under  
 Reserved Matters Application  
 Number DC71892001) to be  
 replaced/removed.

New Vehicular Access/Vehicular Spaces to  
 Local Authority/Country Highways Approval.  
 See Civil Engineers Draft.

New Escape Road, Footpath, Parking & Turning to  
 Local Authority/Country Highways Approval.  
 See Civil Engineers Draft.

Surface Water and Foul Water Drainage Strategy to  
 Local Authority Approval.  
 See Civil Engineers Draft.

New Development  
 (to be constructed), as  
 approved under DC71892004.

**Building Worked to be Proposed / Proposed  
 Details of previous proposals to be submitted  
 as part of Reserved Matters Application**

**Proposed Matters Type Proposed /  
 Underlying Matter Type**

**ACCOMMODATION SCHEDULE**

Part 1 - 1 Bedroom (Reserved Matter)  
 Part 2 - 1 Bedroom (Reserved Matter)  
 Part 3 - 1 Bedroom (Reserved Matter)  
 Part 4 - 1 Bedroom (Reserved Matter)  
 Part 5 - 1 Bedroom (Reserved Matter)  
 Part 6 - 1 Bedroom (Reserved Matter)  
 Part 7 - 1 Bedroom (Reserved Matter)  
 Part 8 - 1 Bedroom (Reserved Matter)  
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 Part 27 - 1 Bedroom (Reserved Matter)  
 Part 28 - 1 Bedroom (Reserved Matter)

**SCHEDULE OF UNITS**

1. 28 x 1 Bedroom (Reserved Matter)  
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**TOTALS**

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