

DATE

11th June .

2021

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

and

(3) NICHOLLS PROPERTY DEVELOPMENT LIMITED

and

(4) KENNETH SHAUN TRIM

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990
as amended and other statutory provisions
relating to Land at The Maypole Inn, 759 Old Norwich Road, Ipswich, IP1 6LE.

Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich
Suffolk
IP1 2DE

THIS DEED OF AGREEMENT is made the 11th day of June 2021

BETWEEN:

1. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Borough Council**"); and
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**"); and
3. **NICHOLLS PROPERTY DEVELOPMENT LIMITED** (Company Registration Number 10034478) who registered office is at Sinks Pit, Main Road, Kesgrave, IP5 2PE (hereinafter called "**the 1st Owner**")
4. **KENNETH SHAUN TRIM** of 13 Strand Street, Whitehaven, Cumbria, CA28 7LF (hereinafter called "**the 2nd Owner**")

RECITALS

- (A) The Borough Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is an Authority who may enforce the planning obligations herein.
- (B) The County Council is the local education authority, local library authority and is also a local planning authority for the purposes of the 1990 Act for the area in which the Property is situated and by whom the obligations contained in this Deed are enforceable.
- (C) The 1st Owner is the freehold owner of the Property registered at the Land Registry under title numbers SK368161, SK378398 SK285672 (part) and SK403993 shown for identification purposes only edged red on Plan 1.
- (D) The 2nd Owner is the freehold owner of the Property registered at the Land Registry under title numbers SK218057 and SK42280 shown edged red respectively on Plan 2 and Plan 3.
- (E) The 1st Owner has submitted the Application to the Borough Council for the grant of the Permission for the Development of the Property and the Borough Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations herein.
- (F) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and the 1st Owner acknowledges that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (G) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner

hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.

- (H) The Borough Council in resolving to approve the Application 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 Levy Regulations 2010 (as amended)

OPERATIVE PROVISIONS

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

General Definitions

“the 1990 Act”	means the Town and Country Planning Act 1990 as amended
“the Application”	means the planning application given reference IP/16/00763/FUL submitted by the 1 st Owner and registered by the Borough Council on 12 August 2016 for permission to develop the Property
“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 Borough Council County Council and the Owner
“BCIS Indexed”	the increase in any sum referred to in the Second Schedule 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 34 of this Deed;
“Commencement Date”	means the date on which the Development commences by the carrying out on the Property pursuant to the Permission of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT the following operations shall not constitute a material operation for the purposes of this Deed and for no other purpose:- <ul style="list-style-type: none">• site investigations or surveys;• site decontamination;

- site clearance;
- the demolition of any existing buildings or structures;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Property

and "Commence Development" and "Commencement of Development" shall be construed accordingly

"Completion of Development"	the date that the last Dwelling is first Occupied
"the Councils"	means the Borough Council and the County Council
"Deed"	means this Deed of Agreement
"Development"	means the development of the Property by the demolition of existing outbuildings and erection of 11 dwellings with new access car parking (25 bays) public open space and associated works as set out in the Application
"Dwelling"	means a dwelling (including a house flat or bungalow) to be constructed pursuant to the Permission and "Dwellings" shall be construed accordingly
"Late Payment Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
"the Obligations"	means the obligations provisions requirements conditions or other burdens set out in this Deed
"Occupation"	means occupation for the purpose permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly

“Owner”	means the 1 st Owner and the 2 nd Owner
“Plan 1”	means the plan annexed to this Deed and marked Plan 1.
“Plan 2”	means the plan annexed to this Deed and marked Plan 2.
“Plan 3”	means the plan annexed to this Deed and marked Plan 3.
“the Permission”	means the planning permission subject to conditions which may be granted by the Borough Council pursuant to the Application substantially as set out in the draft as set out in Annex 1
“the Property”	means the 1 st Property and the 2 nd Property as described in the First Schedule against which this Deed may be enforced and as shown edged red, or identification purposes only, on Plan 1 and edged red on Plan 2 and Plan 3
“the Unit”	means any building constructed pursuant to the Permission other than a Dwelling
“Visibility Splay/s”	means 2.4m x 43.0m visibility splays over the 2 nd Property to be provided as shown on submitted drawing number 3633-09P annexed to this Deed
“Working Days”	Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

Financial Contributions

“Primary Education Contribution”	means the sum of thirty-three thousand one hundred and ninety-two pounds (£33,192.00) BCIS Indexed
“Pre-School Contribution”	Means the sum of sixteen thousand five hundred and ninety-six pounds (£16,596.00) BCIS Indexed
“Integrated Transport Contribution”	means the sum of sixteen thousand pounds (£16,000) BCIS Indexed
“Library Contribution”	Means the sum of one hundred and seventy-six pounds (£176) BCIS Indexed

2. Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph or recital in this Deed
3. Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
4. Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
5. Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that enactment regulation or order or deriving validity from it.
6. References in this Deed to the Councils shall where the context so admits include any public body in which the functions of the Councils at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Councils as the case may be or such other bodies.
7. Reference in this Deed to the Owner shall include reference to successors in title and assigns to the Property or any part or parts thereof and to persons claiming an interest in land through or under it.
8. Headings in this Deed are not intended to be taken into account in its construction or interpretation.
9. “Including” means “including, without limitation”.

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Scale Bar - Metres

The Maypole Inn, 759 Old Norwich Road,
Ipswich, Suffolk, IP1 6LE
PLAN 1
Scale 1:500 (A3)

3633-82B CON

DATE	REV.	DESCRIPTION

DRAWN 7

**PatrickAllen&Associates
Architects**

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+44 (0)1473 620660

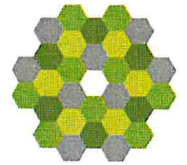
2 Grange Business Centre
Tommy Flowers Drive
Grange Farm
Kesgrave, Ipswich
Suffolk, IP5 2BY

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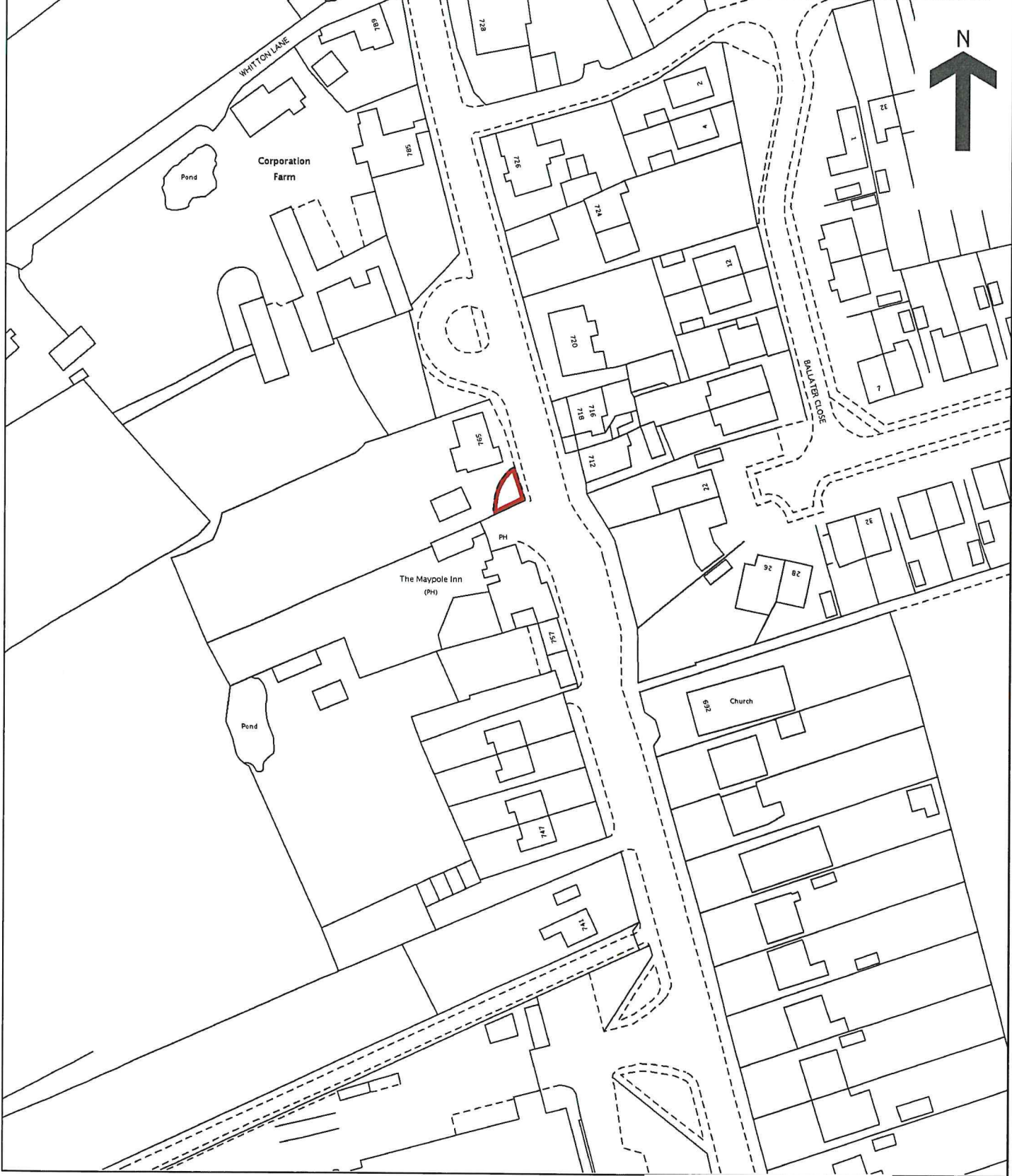
Plan 1

HM Land Registry Official copy of title plan

Title number **SK218057**
Ordnance Survey map reference **TM1447NW**
Scale **1:1250**
Administrative area **Suffolk : Ipswich**

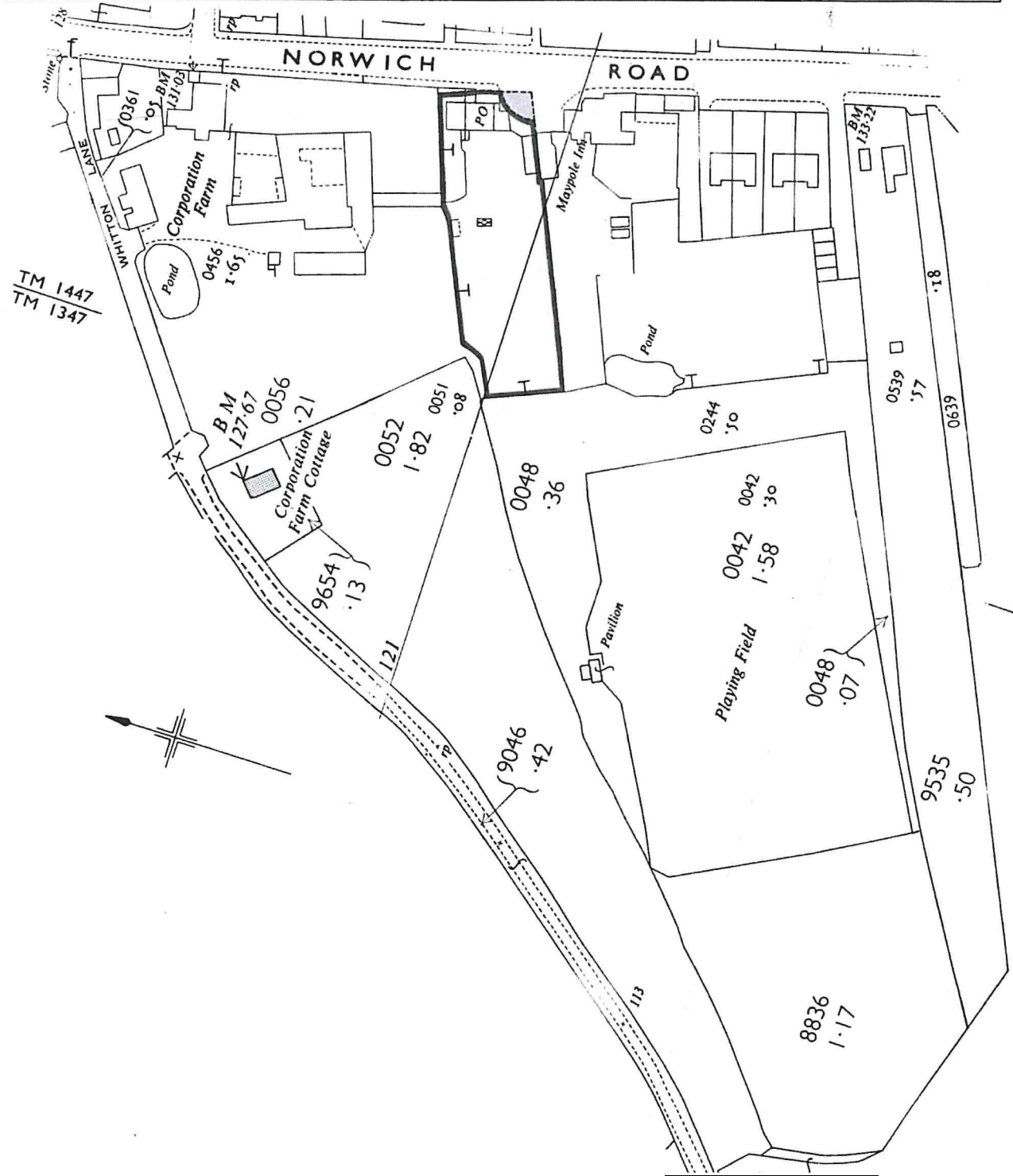


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Plan 3

H.M. LAND REGISTRY		TITLE NUMBER	
		SK 42280	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	SUFFOLK		TM 1347
			SECTION
			B
Scale: 1/1250 Enlarged from 1/2500		IPSWICH DISTRICT	© Crown copyright 1975



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 Do not scale from this drawing, use only figured dimensions, if in doubt, ask.
 All dimensions are to be checked on site.
 Any discrepancies should be reported immediately to the Architect.



KEY:
 00m² Garden area
 BP - bin presentation area
 V - visitors parking space
 - air source heat pump (Daikin Altherma)

Scale Bar: Metres
 0 2 4 6 8 10 12 14 16 18 20
 Site area - 0.4 hectares



Indicative

23.01.17	P	Location of Plots 1 & 2 amended, paving to S.C.P.	20k
16.11.16	L	Variant on layout & paving	10k
26.10.16	L	Approved drawings for submission	20k
14.10.16	L	Final approval	10k

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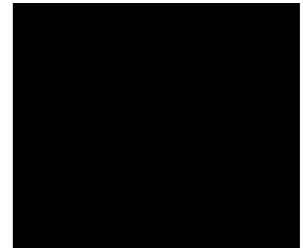
Project:
The Maypole Inn, 759 Old Norwich Road, Ipswich, Suffolk, IP1 6LE

Client:
Birch Homes

Drawing Title:
Topographical Survey showing proposals (Survey Solutions ref: 17403se-01)

Drawing Number:
3633-09P

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10. Any covenants by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing by another person.
11. Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

STATUTORY PROVISIONS AND COVENANTS

12. This Deed is made in pursuance of:-

Section 106 of the 1990 Act

Section 111 of the Local Government Act 1972

Section 1 of the Localism Act 2011

and all other enabling legislation.

13. The obligations created in the Second Schedule hereto are planning obligations insofar as they fall within the terms of Section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Owner and its successors in title and assigns.
14. Insofar as any of the covenants contained in this Agreement are not planning obligations within Section 106 of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
15. This Deed is conditional upon:
 - (i) the grant of the Permission; and
 - (ii) the Commencement of Development

save for the provisions of this clause and clauses 24, 29, 34, 39, 42 and 43 and any other relevant provisions which shall come into effect immediately upon completion of this Deed
16. The 1st Owner covenants with the Borough Council as set out in Part 1 of the Second Schedule so as to bind the 1st Property and each and every part thereof.
17. The 1st Owner covenants with the County Council as set out in Part 2 of the Second Schedule so as to bind the 1st Property and each and every part thereof.
18. The 1st Owner covenants with the County Council as set out in Part 3 of the Second Schedule in relation to the Visibility Splay.
19. The 2nd Owner covenants with the County Council as set out in Part 4 of the Second Schedule in relation to the Visibility Splay.
20. The Borough Council covenants with the 1st Owner as set out in Part 1 of the Third Schedule.

21. The County Council covenants with the 1st Owner as set out in Part 2 of the Third Schedule.

AGREEMENTS AND DECLARATIONS

22. This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that no person shall be liable for any breach of any Obligations contained in this Deed occurring after he shall have parted with all interest in the Property save in respect of any breach at a time when they held any such interest.
23. This Deed shall be a local land charge and shall be registered as such by the Borough Council.
24. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (other than a successor in title to one of the original parties or their assignees) shall be entitled in that person's own right to enforce any provisions of this Deed pursuant to the provisions of the said Act.
25. The 1st Owner shall pay to the Councils their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof. The 1st Owner shall also pay to the County Council the £412.00 (four hundred and twelve pounds) monitoring fee on completion of this Deed.
26. The 1st Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council or County Council's written request to do so) such information as the Borough Council and/or County Council within its reasonable discretion considers it requires in order to determine whether the terms and conditions of this Deed are being observed.
27. The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
28. Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Permission) after the date of this Deed.
29. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement Date or is modified (without the consent of the Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
30. If any dispute shall arise between any of the Parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the Parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute on the application of either party

and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

31. Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.
32. The Obligations contained in this Deed shall only be capable of being varied by a supplemental deed between the Parties hereto or their respective successors in title or assigns made under section 106A of the 1990 Act.
33. If any Financial Contribution due under this Deed is paid late Late Payment Interest will be payable from the date payment is due to the date of payment
34. The Financial Contributions payable by the 1st Owner to the Councils in accordance with the Second Schedule shall (unless the context reads otherwise) be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the formula $A = B \times C/D$ where:
 - 34.1 A is the sum payable under this Deed;
 - 34.2 B is the original sum calculated as the sum payable;
 - 34.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
 - 34.4 D is the BCIS Index for the month 2 months before the date of this Deed; and
 - 34.5 C/D is greater than 1
35. The 1st Owner covenants from the date this Deed takes effect to allow the Councils and their respective duly authorised officers or agents at all reasonable times to enter into and upon and remain upon the 1st Property for the purposes of monitoring compliance with the provisions of this Deed
36. The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning of the Property under the terms of this Deed are hereby waived
37. The Owner covenants and warrants to the Councils that they have full power to enter into this Deed and that there is no other person having a charge over or any binding interest in the Property whose consent is necessary to make this Deed binding on the Property and all estates and interests therein
38. Insofar as any clause or clauses of this Deed are 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

39. No waiver (whether expressed or implied) by the Councils 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 Councils from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
40. The 1st Owner agrees with the Councils to give each of them written notice of any change in ownership of any of its interests in the 1st Property (save for disposals of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice to be given within twenty one (21) days of such change in ownership and shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan and a copy of the registered title and plan thereto.
41. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable
42. 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 42.

42.1 The address for any notice or other written communication in the case of each the Parties to this Deed shall be as follows

the Borough Council	Planning & Development Operations Manager, Ipswich Borough Council, Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE
the County Council	The Executive Director of Growth Highways and Infrastructure (or a duly appointed successor) Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX
the 1 st Owner	Mr G Nicholls, Nicholls Property Development Limited of Sinks Pit, Main Road, Kesgrave, IP5 2PE
the 2 nd Owner	Mr K S Trim of 13 Strand Street, Whitehaven, Cumbria, CA28 7LF

42.2 Any notice or other written communication to be given by either the Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council or the County Council by a duly authorised officer of the Council or the County Council as appropriate

42.3 The 1st Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) days following:

- a) Commencement of Development;
- b) Occupation of the first (1st) Dwelling;
- c) Occupation of the final Dwelling;
- d) Completion of the Development.

43 The 1st Owner and the 2nd Owner shall not be liable for any breach of any of the planning obligations or other provisions of this Deed after either shall have parted with their respective entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

COUNTERPARTS

44 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

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

46 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 have executed this Deed the day and year first hereinbefore written

FIRST SCHEDULE

The Property

1. Reference to the 1st Property includes all that land shown edged red on Plan 1 (shown for indicative purposes only) and known as the Maypole Inn, 759 Old Norwich Road, Ipswich registered with the Land Registry under the following title numbers: -
 - (a) SK368161
 - (b) SK378398
 - (c) SK403993
 - (d) SK285672 (part)

2. Reference to the 2nd Property extends only to those parts of the Property registered under title number SK218057 and SK42280 and shown edged red respectively on Plan 2 and Plan 3.

SECOND SCHEDULE

PART 1

THE 1st OWNER'S COVENANTS WITH THE BOROUGH COUNCIL

1. INTEGRATED TRANSPORT CONTRIBUTION

- 1.1 The 1st Owner covenants to pay to the Borough Council the Integrated Transport Contribution prior to Occupation of the Development
- 1.2 The 1st Owner hereby covenants not to Occupy or permit Occupation of the Development until the Integrated Transport Contribution has been paid to the Borough Council.

PART 2

THE 1st OWNER'S COVENANTS WITH THE COUNTY COUNCIL

1. PRE-SCHOOL CONTRIBUTION

- 1.1 The 1st Owner covenants to pay to the County Council the Pre-School Contribution prior to the first Occupation of the first (1st) Dwelling.
- 1.2 The 1st Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Pre-School Contribution has been paid to the County Council.

2. PRIMARY EDUCATION CONTRIBUTION

- 2.1 The 1st Owner covenants to pay to the County Council the Primary Education Contribution prior to the first Occupation of the first (1st) Dwelling.
- 2.2 The 1st Owner covenants not to Occupy or permit Occupation of any Dwellings until the Primary Education Contribution has been paid to the County Council.

3. LIBRARY CONTRIBUTION

- 3.1 The 1st Owner covenants to pay to the County Council the Library Contribution prior to the first Occupation of the first (1st) Dwelling.

3.2 The 1st Owner covenants not to Occupy or permit Occupation of any Dwellings until the Library Contribution has been paid to the County Council.

PART 3

THE 1ST OWNER'S COVENANTS WITH THE COUNTY COUNCIL

1. VISIBILITY SPLAYS TO THE PROPERTY

The 1st Owner covenants with the County Council as follows so as to bind those parts of the 1st Property affected by the Visibility Splays: -

- (a) To keep the Visibility Splays clear of any obstructions to visibility necessary for safe access at all times;
- (b) Not to build on or over the Visibility Splays above a height of 0.6m above the adjacent carriageway channel level; and
- (c) Not to plant or permit any plant to grow above a height of 0.6m above the adjacent carriageway channel level within the areas of the Visibility Splays.

PART 4

THE 2ND OWNER'S COVENANTS WITH THE COUNTY COUNCIL

1. VISIBILITY SPLAYS TO THE PROPERTY

The 2nd Owner covenants with the County Council as follows so as to bind those parts of the 2nd Property affected by the Visibility Splays: -

- (a) To keep the Visibility Splays clear of any obstructions to visibility necessary for safe access at all times;
- (b) Not to build on or over the Visibility Splays above a height of 0.6m above the adjacent carriageway channel level; and
- (c) Not to plant or permit any plant to grow above a height of 0.6m above the adjacent carriageway channel level within the areas of the Visibility Splays.

THIRD SCHEDULE

PART 1

Borough Council Covenants with the 1st Owner

1. The Borough Council covenants with the 1st Owner to issue the Permission within 5 Working Days of the date of this Deed
2. The Borough Council further covenants with the 1st Owner to use the Integrated Transport Contribution towards the provision of a new bus shelter and a RTPI (Real Time Passenger Information) unit within the vicinity of the Development

PART 2

County Council Covenants with the 1st Owner

PRE-SCHOOL CONTRIBUTION

1. The County Council covenants to use the Pre-School Contribution towards the cost of new enhanced or improved facilities serving the Development.

PRIMARY EDUCATION CONTRIBUTION

2. The County Council covenants to use the Primary School Contribution for providing new enhanced or improved facilities serving the Development.

LIBRARY CONTRIBUTION

3. The County Council covenants to use the Library Contribution towards providing library provisions within Ipswich.

REPAYMENT OF CONTRIBUTIONS

4. The County Council shall if requested to do so in writing after the expiry of ten (10) years from the first (1st) Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the Pre-School Contribution, the Primary Education Contribution or the Library Contribution (as appropriate) paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any

interest accrued on the amount to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. Such payment shall be made within twenty eight (28) Working Days of such request.

5. When the Pre-School Contribution, the Primary Education Contribution or the Library Contribution (as appropriate) paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the 1st Owner after the expiry of ten (10) years from the first (1st) Occupation of the final Dwelling within a further period of one (1) year notify the 1st Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

ANNEX 1

**Draft Decision Notice for
Planning application IPS/16/00763/FUL**

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



To: Mr Leslie Short
Artisan PPS Ltd
Berwick House
Baylham
Ipswich
Suffolk
IP6 8RF

Agent for:
Mr Allen

Application Reference: IP/16/00763/FUL

GRANT OF FULL PLANNING PERMISSION

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

Demolition of existing outbuildings and erection of 11 dwellings with new access, car parking (25 bays), public open space and associated works.

at: The Maypole Inn 759 Old Norwich Road Ipswich Suffolk IP1 6LE

in accordance with your application reference: IP/16/00763/FUL received 12.08.2016.

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

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

1. The development shall be carried out in accordance with the details shown on the following submitted drawings 3633-03D (site location plan), 3633-09Q, 3633-10G, 3633-11D, 3633-12E, 3633-13E, 3633-14D, and LSDP 11408-01 Rev D, and the requirements of any succeeding conditions.
2. No development above slab level shall take place until such time as the following details have been submitted to and agreed in writing with the Local Planning Authority. The development shall only be implemented in accordance with the agreed details and any agreed works shall be carried out in their entirety before the development is first occupied and retained as such: -
 - (i) - hard and soft landscaping scheme including external surfacing;
 - (ii) - boundary treatments and gates including brick walls associated with entrance;
 - (iii) - cycle storage details;
 - (iv) - refuse/recycle details including presentation areas;
 - (v) - landscape management and maintenance plan;
 - (vi) - external lighting;

- (vii) - site levels.
3. The hereby-approved dwellings shall be constructed so that a minimum energy/CO2 standard of 19% below the Target Emission Rate (TER), as determined by the 2013 edition of the 2010 Building (Part L) and meet water efficiency standards of 110 litres per person per day (or in the case that the achievement of these standards are demonstrated not to be feasible or viable a lesser standard level as may be agreed in writing with the Local Planning Authority) are met. Prior to any occupation of the development certification of compliance with these standards shall be submitted to and approved by the Local Planning Authority.
 4. The air source heat pumps identified on drawing no. 3633-09Q shall be installed and operational in accordance with the manufacturer's details prior to occupation of the relevant dwelling.
 5. No development shall take place until details for the protection of the retained trees and hedgerows has been approved in writing by the Local Planning Authority. The details shall include:-
 - (a) Details showing crown spread and root protection area of every retained tree and hedgerow on or adjacent to the site.
 - (b) Details of tree protection barriers.Development shall only be carried out in accordance with the approved details. All tree works shall be carried out in accordance with BS3998 (2010) 'Recommendations for Tree Works' and approved tree and hedgerow protection barriers must be erected prior to commencement of development and thereafter remain in place and undamaged for the duration of development.
 6. Prior to commencement of development, a demolition and construction management strategy shall be submitted to and approved in writing by the Local Planning Authority, this strategy is to include access arrangements for contractors vehicles, deliveries (locations and times) and a methodology for avoiding mud from the site tracking onto the highway with a strategy for remedy of this should it occur, and no works in respect of the demolition and construction of the development hereby permitted and no deliveries to the site during construction shall be undertaken at the following times;
Outside the hours of 0800 - 1800 on Mondays to Fridays (inclusive)
Outside the hours of 0800 - 1300 on Saturdays
On Sundays and on public holidays
The approved strategy is to be adhered to until completion of the development.
 7. No development shall commence until details of the strategy for the disposal of surface water on the site, and details of the implementation, maintenance and management of the strategy for the disposal of surface water on the site have been submitted to and approved in writing by the local planning authority. The strategy shall have regard to the surcharge levels in Anglian Water's sewer, and shall be implemented and thereafter managed and maintained in accordance with the approved details.
 8. Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until conditions 9, 10, and 11 have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until condition 12 has been complied with in relation to that contamination.
 9. An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes, adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments;
- (iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

10. A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.
11. The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.
12. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken, and where remediation is necessary a remediation scheme must be prepared, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.
13. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any Order revoking and re-enacting that Order with or without modification) the approved dwellings shall not be extended or altered within the provisions of Schedule 2, Part 1, Class A.
14. Prior to occupation, the first floor rear elevation windows to Plots 3 and 4 shall be obscure glazed and fixed shut with top hung opening only as shown on drawing no. 3633-14D, and thereafter retained as such.
15. The vehicular access shall be completed in all respects in accordance with submitted drawing number 3633-09Q which refers to a SCC Domestic Vehicular Access Layout Drawing Number DM03. The access should be constructed to Regular Heavy Vehicle Over-run specification and be available for use before occupation. Thereafter it shall be retained in its approved form. At this time all other means of access within the frontage of the application site shall be permanently and effectively "stopped up" and re-instated to footway in a manner which previously shall have been approved in writing by the Local Planning Authority.

16. Prior to first occupation, details shall be submitted to and approved in writing by the Local Planning Authority showing the means to prevent the discharge of surface water from the development onto the highway. The approved scheme shall be carried out in its entirety before the access is first used and shall be retained thereafter in its approved form.
17. Before the vehicular access is first used 2.4m x 43.0m visibility splays shall be provided as shown on submitted drawing number 3633-09Q and thereafter retained in the specified form. Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow within the areas of the visibility splays.
18. The private driveway and private footway within the site shall be laid out and completed in all respects in accordance with submitted drawing number 3633-09Q and made available for use prior to occupation of the dwellings. Thereafter they shall be retained in the specified form.
19. Prior to first occupation, details of the areas to be provided for the manoeuvring and parking of vehicles including powered two wheel vehicle parking and electric vehicle recharging points 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.
20. The area to be provided for the presentation of Refuse/Recycling bins as shown on submitted drawing number 3633-09Q shall be provided in its entirety before the development is brought into use and shall be retained thereafter for no other purpose.
21. Before works on external elevations of the hereby-approved development commences, details of the external facing materials to be used shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall only be carried out in accordance with the approved details.
22. All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the approved landscaping details the subject of condition No.2 shall be carried out in full prior to the end of the first planting and seeding season following the first occupation of the development or in such other phased arrangement as shall have previously been agreed, in writing, by the Local Planning Authority. Any trees or shrubs which, within a period of 5 years of being planted die, are removed or seriously damaged or seriously diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority agrees, in writing, to a variation of the previously approved details.
23. No development above slab level shall take place until a detailed ecological management scheme and mitigation and enhancement plan, which shall include hedgehog friendly fencing, shall be submitted to and approved in writing by the Local Planning Authority. The scheme, which shall include a timetable for its implementation, shall include the details set out (but not limited to) within the submitted MHE Consulting Ltd Ecology Survey. The measures approved shall be implemented in accordance with the approved works before occupation of the hereby approved development.

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

1. For the avoidance of doubt and in the interests of proper planning.
2. The condition is necessary to ensure the functional layout of the development is satisfactory, and the visual amenity of the area is safeguarded.

3. To ensure that the development achieves a high standard of sustainable design.
4. To ensure that the development supports the role of delivering renewable and low carbon energy within major development projects in accordance with Policy DM2.
5. The existing landscape features play an important role in helping to assimilate the development into the wider area, and the details of protection are needed to be approved prior to the start of work so that appropriate measures can be erected prior to development commencing. The application as submitted did not contain sufficient information in this regard.
6. To avoid the hazard caused by mud on the highway in the interests of highway safety, and to ensure minimal adverse impact on properties surrounding the site through noise and disturbance and protection of the general public in accordance with Policy DM17. The application as submitted did not contain sufficient information in this regard.
7. To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained, and to ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage. The application as submitted did not contain sufficient information in this regard.
8. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.
9. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.
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12. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.
13. The condition is necessary to ensure the functional layout of the development is satisfactory, and the visual amenity of the area is safeguarded.
14. In the interests of neighbouring residential amenity, especially to protect the privacy of existing residential properties at Nos. 751-755 Old Norwich Road.
15. In the interests of highway safety to ensure the approved layout is properly constructed and laid out with the existing kerbed radius removed and the footway re-instated and in accordance with IBC Policies DM13 and DM17.

16. To prevent hazards caused by flowing water or ice on the highway and in accordance with IBC Policies DM13 and DM17.
17. To ensure vehicles exiting the drive would have sufficient visibility to enter the public highway safely and vehicles on the public highway would have sufficient warning of a vehicle emerging in order to take avoiding action and in accordance with IBC Policies DM13 and DM17.
18. To ensure that the scheme is laid out to an appropriate standard and in accordance with IBC Policies DM13 and DM17.
19. To ensure the provision and long term maintenance of adequate on-site space for the parking and manoeuvring of vehicles, where on-street parking and manoeuvring would be detrimental to highway safety and in accordance with IBC Policies DM18 & DM19.
20. To ensure that refuse recycling bins are not stored on the highway causing obstruction and dangers for other users and in accordance with IBC Policy DM13.
21. To ensure a high standard of design and appearance and to ensure the new development satisfactorily integrates into the existing street scene in the interests of visual amenity.
22. In order to ensure that there is a sufficient landscaping scheme for this development where there are public areas to be laid out but there is insufficient detail within the submitted application, in accordance with the requirements of Policy DM5 of the Core Strategy and Policies DPD Review (2017).
23. To preserve and enhance the biodiversity of the site and its surroundings, in accordance with the requirements of Policies DM5 and DM31 of the Core Strategy and Policies DPD Review (2017), which requires all new developments to contribute to local biodiversity, and incorporate measures to enhance conditions for biodiversity within and around the development.

INFORMATIVES

1. PLEASE NOTE that this permission contains a condition precedent that requires details to be agreed and/or activity to be undertaken either before you commence the development or before you occupy the development. ****This is of critical importance****. If you do not comply with the condition precedent you may invalidate this planning permission. ****Please pay particular attention to these requirements****.
2. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
3. You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control section at Ipswich Borough Council on email: building.control@ipswich.gov.uk or on telephone number: 01473 432951.
4. There is now a planning fee payable for applications in writing to discharge planning permission conditions. The rates as prescribed by Central Government are £116 for each written request.

5. This permission is subject to a related agreement under Section 106 of the Town and Country Planning Act, 1990.
6. The site is partly located within a Conservation Area and certain trees on site will be statutorily protected. Unauthorised works to protected trees constitutes an offence.
7. Ipswich Borough Council supports the use of emergency sprinkler systems in all new buildings.
8. It is an OFFENCE to carry out any works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority.
9. Any conditions which involve work within the limits of the public highway do not give the applicant permission to carry them out.
10. Unless otherwise agreed in writing all works within the public highway shall be carried out by Suffolk County Council. Telephone: 01473 341588 at the applicant's expense. For further information go to: www.suffolk.gov.uk/environment-and-transport/highways/dropped-kerbs-vehicular-accesses/
11. A fee is payable to the Highway Authority for the assessment and inspection of both new vehicular crossing access works and improvements deemed necessary to existing vehicular crossings due to proposed development.
12. The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification.
13. The applicant will 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.
14. Advance Payment Code Section 219 of the Highways Act 1980 will likely apply to this development.
15. The proposed layout is not in accordance with Suffolk County Council's requirements for adoption.
16. As indicated by the applicant, as part of the development, the existing kerbed radius must be removed and the footway within the public highway re-instated. These works will be subject to a Section 278 Agreement under the provisions of the Highways Act 1980.
17. Many species of plant and animal in England, and their habitats, are protected by law. You are breaking the law if you capture, kill, disturb or injure a European protected species (on purpose or by not taking enough care); damage or destroy a breeding or resting place (even accidentally); obstruct access to their resting or sheltering places (on purpose or by not taking enough care); possess, sell, control or transport live or dead individuals, or parts of them. For further information and guidance you are advised to speak to Natural England at www.gov.uk or by telephone on 0300 060 6000.

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

- Core Strategy and Policies DPD (2017)

CS4 (Protecting our Assets); CS7 (The Amount of New Housing Required); CS17 (Delivering Infrastructure); DM1 (Sustainable Design and Construction); DM2 (Decentralised Renewable or Low Carbon Energy); DM3 (Provision of Private Outdoor Amenity Space in New and Existing Developments); DM4 (Development and Flood Risk); DM5 (Design and Character); DM8 (Heritage Assets and Conservation); DM10 (Protection of Trees and Hedgerows); DM13 (Small Scale Infill and Backland Residential Development); DM17 (Transport and Access in New Developments); DM18 (Car and Cycle Parking); DM26 (Protection of Amenity); DM29 (Provision of New Open Spaces, Sport and Recreation Facilities); DM30 (The Density of Residential Development); DM31 (The Natural Environment); DM33 (Green Corridors).

- Other planning guidance

Space and Design Guidelines SPD (2015)

Suffolk Guidance for Parking - Technical Guidance (2019)

DCLM Technical housing standards - nationally described space standard (2015)

Cycling Strategy (2016)

Whitton Conservation Area Appraisal and Management Plan

Dated:

Signed:

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

SEE NOTES BELOW/OVERLEAF

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

NOTES

1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within 28 days of the date of this notice.
3. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within; 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.

4. If this is a decision to refuse planning permission for a householder application, if you want to appeal against your Local Planning Authority's decision then you must do so within 12 weeks of the date of this notice.
5. If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of the date of this notice.
6. Appeals must be made using a form which you can get from Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at www.gov.uk/topic/planning-development/planning-permission-appeals
7. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
8. The Secretary of State need not consider an appeal if it seems to the Secretary of State that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
9. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.
10. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
11. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

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

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

)
)
)

Authorised Signatory

Authorised Signatory

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

)
)
)

Authorised Signatory

**SIGNED AS A DEED BY NICHOLLS
PROPERTY DEVELOPMENT LIMITED**
acting by one direct in the presence of:

)
)
)

Director

Name of Witness

Address of Witness

Occupation

Signature of Witness

Signed as a Deed by Kenneth Shaun
Trim in the presence of

Name of Witness

Address of Witness

Occupation

Signature of Witness

