

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

relating to Commercial and Employment Development at Mill Lane, Stowmarket, Suffolk

Dated: 4 November

2021

MID SUFFOLK DISTRICT COUNCIL (1)

SUFFOLK COUNTY COUNCIL (2)

GATEWAY 14 LIMITED (3)

PHILIP ROBERT CHARLES WESTROPE and CAROLYN MARIE WESTROPE (4)

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DATE

4

day of

November

2021

PARTIES

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, Russell Road, Ipswich IP1 2BX referred to as the "**District Council**" when acting in its capacity as local planning authority and referred to as the "**Chargee**" when acting in its capacity as mortgagee of the Site)
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House Russell Road Ipswich Suffolk ("**the County Council**")
- (3) **GATEWAY 14 LIMITED** (Company Registration Number 11041174) whose registered office is at Endeavour House, Russell Road, Ipswich IP1 2BX ("**the Owner**")
- (4) **PHILIP ROBERT CHARLES WESTROPE and CAROLYN MARIE WESTROPE** of Park Farm, Loudham, Woodbridge, Suffolk IP13 0NW ("**the Skylark Landowner**")

INTRODUCTION

- 1 The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations in Part 1 and Part 2 of the Third Schedule of this Deed are enforceable.
- 2 The County Council is the local highway authority (except for trunk roads) local flood authority and a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations in Part 3 of the Third Schedule of this Deed are enforceable and until such time as the Owner (as a wholly owned subsidiary of the District Council) ceases to have an interest in the Site the County Council shall also be an Enforcing Authority in relation to the enforcement of the obligations in Part 1 and Part 2 of the Third Schedule in accordance with the hierarchy of enforcement provisions set out in clause 3.
- 3 The Owner is the freehold owner of the Site registered with the Land Registry under title numbers SK298485 and SK388759.
- 4 The Chargee has the benefit of two legal charges over the Site the first in relation to title number SK298485 dated 9 August 2019 and the second in relation to title number SK388759 dated 15 August 2018.
- 5 The Skylark Landowner is the freehold owner of the Skylark Mitigation Land and is only entering into this agreement in order to bind that land in relation to the delivery of the Skylark Mitigation Scheme.

- 6 The Owner has submitted the Application to the District Council for the Development and the District Council resolved on 18 August 2021 to grant the Planning Permission subject to the prior completion of this Deed.
- 7 The District Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
- 8 The District Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed as set out in clause 5 and the Third Schedule meet the tests set out in Regulation 122 of the Community Infrastructure Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

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);

“Application” the hybrid application for the phased employment-led redevelopment of Land at Mill Lane, Stowmarket (Gateway 14) including: Full Planning for site enabling works phase comprising, ground remodeling, utility diversions, installation of framework landscaping, creation of new footpath links, installation of primary substation, highways works including stopping up of Mill Lane, new all modes link from the A1120 Cedars Link to Mill Lane, new footway cycleway over the existing A1120 overbridge, installation of toucan crossing on the A1120 Cedars Link, footpath connection to the Gipping Valley Way, foul and surface water drainage infrastructure, outfalls and associated works: Outline Planning Permission (all matters reserved, except for access) for the erection of buildings comprising employment and commercial use, open space and landscaping, car and

	cycle parking, highway works, and other associated works allocated with planning application reference number DC/21/00407;
"Certificate of Final Completion"	a certificate issued by the Owner's architect or engineer (as appropriate) following the end of the Maintenance Period to the effect that the Managed Areas within a Phase are complete and all defects which have become manifest since the issue of a Certificate of Practical Completion have been made good;
"Certificate of Practical Completion"	a certificate of practical completion issued by the Owner's architect or engineer (as appropriate) to the effect that the relevant works to lay out the Managed Areas within a Phase have been completed in all respects;
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) 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, the temporary display of site notices or advertisements and "Commence" and "Commence Development" shall be construed accordingly;
"Completion of the Development"	the date that the last Unit constructed pursuant to the Planning Permission is first Occupied;
"Development"	the development of the Site in accordance with the Planning Permission;
"Draft Condition"	means a planning condition as set out in the draft conditions set out at the Second Schedule as shall be

	finalised (with any updated condition number) and attached to the Planning Permission;
"Employee Sports Facility Contribution"	means the sum of one hundred and ninety thousand pounds (£190,000) payable to the District Council towards the provision and/or improvement of sports facilities available to employees of the Development and others;
"Enforcing Authority"	either the District Council or the County Council in respect of those obligations given in Part 2 of the Third Schedule determined in accordance with Clause 3 until the Owner ceases to have an interest in the Site after which time it means the District Council;
"Estate Management Company"	means a fully constituted management company incorporated and appointed to be responsible for the maintenance and management of the Managed Areas in perpetuity which shall be Stowmarket Estates Limited company registration no. 09844732 or such other company as may be approved by the District Council;
"Estate Management Scheme"	<p>a scheme setting out the detailed arrangements for the long term management and maintenance in perpetuity of the landscaping and biodiversity measures comprised in the Managed Areas to the satisfaction of the District Council and which may be submitted in relation to a Phase and which scheme shall include details of:</p> <ul style="list-style-type: none"> (a) the enhancement, monitoring and management of the landscaping features of the Managed Areas within a Phase which will deliver biodiversity net gain including woodland habitats; (b) the responsibilities of the Estate Management Company and its management structure; (c) in the case of the Estate Management Company copies of its memorandum and articles of association;

- (d) the proposals for the long term funding of the Estate Management Company including the setting and collection of the service charges and any sinking/reserve fund and evidence of the covenants on occupiers of the Development to pay service charge in respect of the Managed Areas within a Phase to the Estate Management Company; and
- (e) full details of the maintenance specification for the Managed Areas within a Phase and the management programme (including frequency) and standards of maintenance for implementing those specifications to be managed by the Estate Management Company provided that the details submitted may be amended or varied by the written agreement of the District Council;

"Footpath 1"	means the part of the public footpath Creeting St Peter number 1 as shown between points C and B on Plan 4
"Footpath 23"	means public footpath Creeting St Mary number 23
"Footpath 25"	means the part of public footpath Creeting St Peter number 25 as shown between points B and A on Plan 4;
"Footpath 57"	means public footpath Stowmarket number 57;
"Index"	the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organization;
"Index Linked"	the increase in any sum referred to in the Third Schedule by an amount equivalent to the increase in the Index from the date hereof (or from such date as noted in the Third Schedule for that sum) until the date on which such sum is payable to be calculated in accordance with Clause 13 of this Deed;

"Late Payment Interest"	interest at 4% per cent above the base lending rate of the Bank of England from time to time;
"Maintenance Period"	a period of 12 months starting from the date of the issue of the Certificate of Practical Completion or the Open Space Certificate of Practical Completion (as appropriate) for a Phase;
"Managed Areas"	<p>all those areas located on the Site that (in accordance with the submitted and approved Estate Management Scheme for each Phase) are identified by the Owner as being intended to remain in the ownership of the Owner or their appointed Estate Management Company and which are intended to be used in common by the owners and occupiers of the Development and as identified as part of the Estate Management Scheme which may include:</p> <ul style="list-style-type: none"> (a) open space (b) attenuation/detention basins/SUDS so far as they are not adopted and maintained at the public expense; (c) unadopted highways; and (d) planting including woodland;
"Occupation"	<p>occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in site investigation, 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;</p>
"Phase"	<p>a distinct phase (or part of a phase as proposed within a Reserved Matters Application) of the Development as submitted in accordance with Draft Condition 4 OR as otherwise submitted to and approved by the Council in relation to a Phase forming part of the Estate Management Scheme in which case such Phase shall</p>

	also comprise any strategic landscaping and bunds forming part of that Phase;
"Plan 1"	the plan attached to this Deed at Schedule 1 and marked "Plan 1" showing the Site;
"Plan 2"	the plan attached to this Deed at Appendix 1 and marked "Plan 2" showing the Skylark Mitigation Land;
"Plan 3"	the plan attached to this Deed at Appendix 2 and marked "Plan 3" showing the Skylark Area;
"Plan 4"	the plan attached to this Deed at Appendix 3 and marked "Plan 4" showing Footpath 1, Footpath 25 and Footpath 57;
"Planning Permission"	the hybrid (outline and full) planning permission subject to conditions to be granted by the District Council pursuant to the Application substantially as set out in draft in the Second Schedule;
"PROW Contribution"	the sum of £109,100 (one hundred and nine thousand one hundred pounds) Index Linked required by the County Council to cover the costs of the PROW Works;
"PROW Works"	works to Footpath 1 and Footpath 25 and Footpath 57 to include: <ul style="list-style-type: none"> - widening of the footpath running between 'Pound Road (Point A as shown on Plan 4)' and the proposed 'Gateway Road' to 3 metres and upgrading to bridleway status to enable pedestrians and cyclists off-road access to the east of the site from both north and south of the A14; - clearance works; - installing unsealed hoggin surface to Footpath 1 and Footpath 25; - a new bridleway bridge at 'Point C as shown on Plan 4';

	<ul style="list-style-type: none"> - post and wire (stock type) fencing along the northern side of Footpath 25 to provide a physical barrier between users and the A14; - replacement of fencing along the full length of the south side of Footpath 1 and Footpath 25 - all legal fees administrative costs professional fees officer time and all other expenses associated with any necessary legal processes to upgrade Footpath 1 and Footpath 25 to bridleway status; and - improvements to Footpath 57 and Footpath 23 to include clearance works and a new footbridge at 'Point D' as shown on Plan 4;
"Reserved Matters Application"	a reserved matters application pursuant to the Planning Permission;
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan 1;
"Skylark Mitigation Land"	means the land at Kelsale, Saxmundham upon which the Skylark Mitigation Scheme is to be delivered being that land shown edged yellow on Plan 2 being part of that land registered at the Land Registry under title number SK336543;
"Skylark Mitigation Scheme"	means the works to be carried out on the Skylark Mitigation Land to compensate for the loss of the skylark territories and such approved Scheme is appended to this Deed at Appendix 4:
"Skylark Area"	means the land shown edged blue on Plan 3;
"Skylark Works"	<p>means any works forming the Development which:</p> <ul style="list-style-type: none"> (a) have been approved under a Reserved Matters Application; and (b) fall within the Skylark Area;
"Travel Plan Evaluation and Support Contribution"	means the sum of £10,000 (ten thousand pounds) payable to the County Council in relation to the ongoing monitoring of the travel plan to be submitted and complied with in accordance with Draft Condition 52;

“Unit”	any unit to be constructed as part of the Development in accordance with the Planning Permission on the Site;
“Working Day”	any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday in England and Wales and reference to “Working Days” shall be construed accordingly.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule 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 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 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 person deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Any covenants 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 and in respect of any covenant which does not fall within Section 106 of the 1990 Act Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the

District Council and County Council in the case of covenants made with them as local planning authorities against the Owner or its successors in title.

3.3 In the event that any of the obligations within Parts 1 and 2 of the Third Schedule fall to be enforced at any time that the Owner continues to have an interest in the Site the District Council shall first provide written notice to the County Council as to whether it considers it is appropriate and prudent for it to be the Enforcing Authority taking into account the nature of any breach and the proposed enforcement action or whether it requires the County Council to be the Enforcing Authority for any such breach.

3.4 In the event that the District Council confirms by way of such written notice that it requires the County Council to be the Enforcing Authority:

3.4.1 the County Council shall confirm in writing that it shall be the Enforcing Authority and in such circumstances the District Council shall indemnify the County Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the County Council arising out of or in connection with the enforcement of the obligations made to the District Council under this Deed;

3.4.2 the District Council shall provide written notification to the County Council of which obligations in Parts 1 and 2 of the Third Schedule that it requires the County Council to enforce and if such obligation:

3.4.2.1 requires payment of the Employee Sports Facility Contribution, the District Council shall provide the County Council with the bank account details into which the Employee Sports Facility Contribution should be paid and following expenditure by the District Council of the Employee Sports Facility Contribution the District Council shall provide the County Council with written confirmation of the purposes upon which the Employee Sports Facility Contribution has been expended within 30 Working Days of such expenditure having taken place; and

3.4.2.2 requires approval of either the Skylark Mitigation Scheme and/or the Estate Management Scheme or compliance with the same, the District Council shall confirm in writing the name and email address of the relevant District Council officer to whom such Scheme or information submitted to demonstrate compliance with the same should be provided and the District Council shall provide to the County Council written confirmation of approval of such Scheme or reasons for refusal within 30 Working Days of receipt of such Scheme or information

3.5 In the event that the County Council becomes the Enforcing Authority in the circumstances set out in this clause 3 all references to the District Council in Parts 1 and 2 of the Third Schedule shall be taken to include the County Council (subject to the District Council complying with its obligations in clause 3.4).

4. CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission.

5. THE OWNER'S COVENANTS

5.1 The Owner covenants with the District Council as set out in Part 2 of the Third Schedule;

5.2 The Owner covenants with the County Council as set out in Part 3 of the Third Schedule.

6. THE SKYLARK LANDOWNER'S COVENANTS

The Skylark Landowner covenants with the District Council so as to bind the Skylark Mitigation Land only and that is shall comply with the obligations contained within Part 1 of the Third Schedule and for avoidance of doubt the Skylark Landowner shall otherwise have no other liability under this Deed.

7. THE DISTRICT COUNCIL'S COVENANTS

The District Council's covenants with the Owner as set out in the Fourth Schedule.

8. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as set out in the Fifth Schedule.

9. MISCELLANEOUS

9.1 The Owner covenants with the District Council and the County Council to pay on completion of this Deed their respective reasonable legal costs incurred in the negotiation, preparation and execution of this Deed;

9.2 Upon completion of this Deed the Owner shall pay to the District Council a contribution of five hundred pounds (£500) and to the County Council a contribution of £1236 (One thousand two hundred and thirty-six pounds) towards their respective administration costs of monitoring compliance with the performance of the planning obligations created by this Deed which the Owner is required to observe and perform;

9.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person or body who is not a party to this Deed;

9.4 This Deed shall be registrable as a local land charge by the District Council;

- 9.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or County Council (as appropriate) under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:
- 9.5.1 the District Council by the Professional Lead – Growth and Sustainable Planning or such other officer who may be appointed by the District Council in connection with development control functions;
 - 9.5.2 the County Council by the Executive Director of Growth Highways and Infrastructure or officer acting under his hand;

And any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;

- 9.6 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed;
- 9.7 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;
- 9.8 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 or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development;
- 9.9 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 Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT the reservation of any rights or the inclusion of any covenants or restrictions over the relevant part of the Site in any transfer shall not constitute any title or interest in that part of the Site for the purposes of this clause;
- 9.10 This Deed shall not be enforceable against:
- 9.10.1 owner-occupiers or tenants of any units/buildings constructed pursuant to the Planning Permission nor against those deriving title from them; or
 - 9.10.2 any statutory undertaker owning or occupying the Site for the purposes of their statutory functions;

- 9.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed;
- 9.12 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the District Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority and without prejudice to the generality of this clause nothing contained or implied in this Deed shall in particular prejudice fetter or otherwise affect the County Council in its capacity as local highway authority in the making of any agreements or orders or in its role as a consultee or decision maker for any purpose;
- 9.13 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.

10. WAIVER

No waiver (whether expressed or implied) by the District Council or 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 or the County Council or the Owner from enforcing any of the relevant terms or conditions against the relevant party or for acting upon any subsequent breach or default.

11. CHANGE IN OWNERSHIP

The Owner shall give the District Council and County Council immediate written notice of any change in ownership of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan EXCEPT THAT the Owner shall not be required to give such notice in relation to any change in the interests of a Unit beyond the first Occupation of such Unit.

12. RIGHT OF ENTRY

- 12.1 At all times on not less than twenty-four (24) hours written notice except in case of emergency where no notice is required the Owner shall allow any employee or agent of either or both of the District Council or the County Council entry to the Site for the purposes

of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

- 12.1.1 such employee or agent on arrival at the Site 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 Site);
- 12.1.2 such entry shall be effected between 08.00 and 17.00 on any day (except in and emergency where no time limits apply);
- 12.1.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary;
- 12.1.4 such employee or agent may take photographs measurements and levels
- 12.1.5 such employee or agent may not remain on the Site for no longer than is reasonably necessary for carrying out a proper inspection;
- 12.1.6 such employee or agent and any other accompanying persons shall comply with the Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety.

13. INDEXATION

Any sum referred to in the Third Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the 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:

- 13.1 A is the sum payable under this Deed;
- 13.2 B is the original sum calculated as the sum payable;
- 13.3 C is the Index for the month 2 months before the date on which the sum is payable;
- 13.4 D is the Index for the month 2 months before the date of this Deed (or if an alternative date is referred to in the Third Schedule for that sum then such date as is referred to); and
- 13.5 C/D is greater than 1

14. 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.

15. VAT

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

16. DISPUTE PROVISIONS

- 16.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Parties in equal shares
- 16.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 16.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all Parties in the absence of manifest error 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 in equal shares;
- 16.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation;
- 16.4 The expert shall be required to give notice to each of the said Parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days;

16.5 The provisions of this clause shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, and any other means of enforcing this Deed and consequential and interim orders and relief.

17. COMMUNITY INFRASTRUCTURE LEVY

The parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the planning obligations imposed by clause 5 and the Third Schedule are (a) necessary to make the Development acceptable in planning terms (b) directly relate to the Development and (c) fairly and reasonably relate in scale and kind to the Development.

18. NOTICE

The Owner covenants to inform the District Council and the County Council by way of written notice within seven (7) Working Days following:

- a) Commencement of Development;
- b) Occupation of the first Unit on the Development;
- c) Completion of the Development.

19. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

20. CHARGEES' CONSENT

The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of its charge over the Site shall take effect subject to this Deed provided that the Chargee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

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.

22. COUNTERPARTS

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

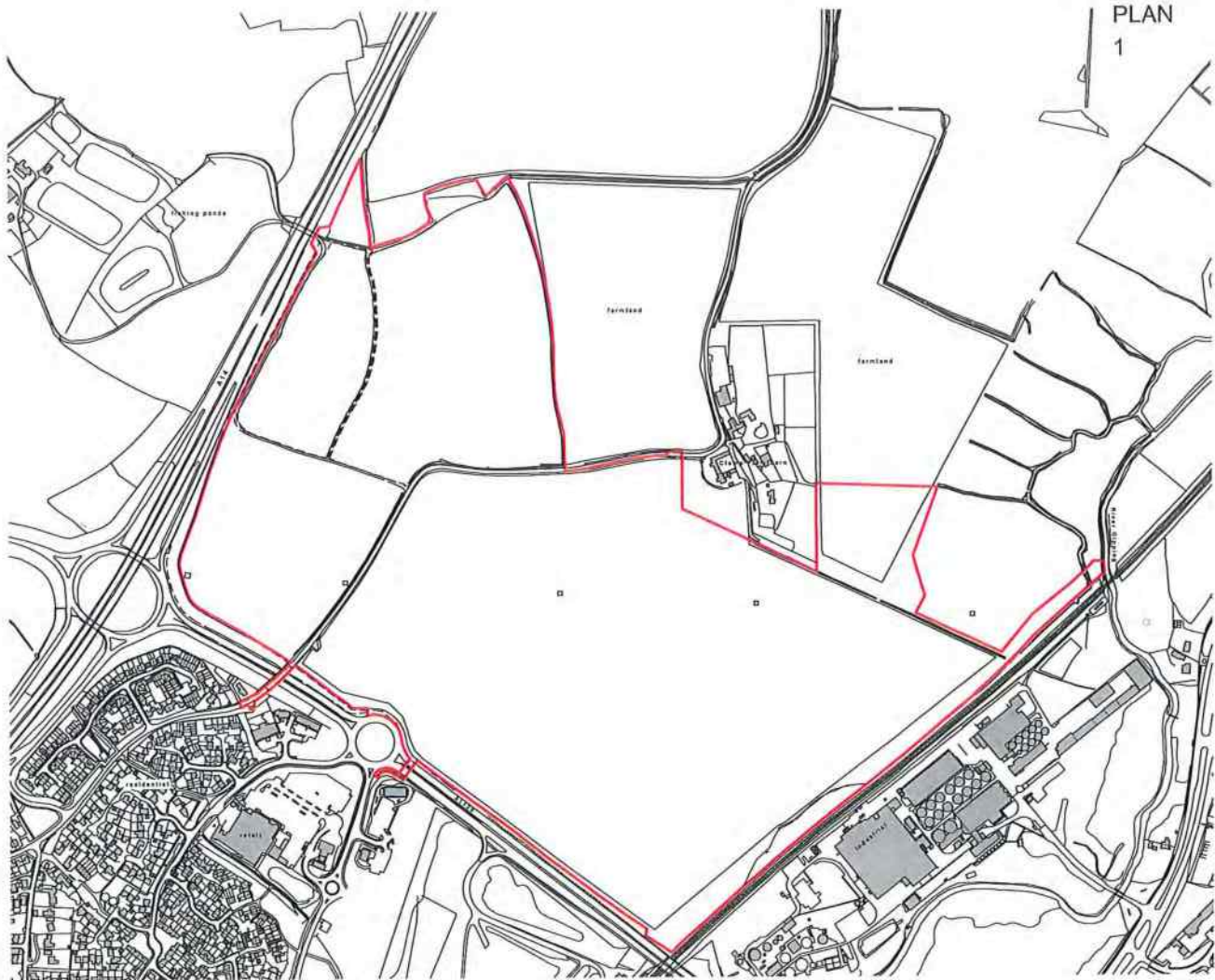
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

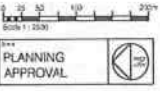
The Site and Plan 1

The freehold land at The Clamp Mill Lane Stowmarket as shown on Plan 1 and as the same is registered at the Land Registry and comprises Title Numbers SK388759 and SK298485.

12562



PLAN
1



12562

GATEWAY 14

LOCATION PLAN

JAYNIC

FRANK
SHAW
ASSOCIATES
LIMITED
ARCHITECTS

Professional Seal: Frank Shaw, Architect, No. 11111, State of Florida, Exp. 12/31/2012

Scale: 1" = 2500' @ A1

Date: 20012

Sheet No: 23/29 (23)

Project No: 20012-PSA-00-00-00-4-0100

Plot: P03



65161

SECOND SCHEDULE
Draft planning permission

Philip Isbell – Chief Planning Officer
Sustainable Communities

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

Website: www.midsuffolk.gov.uk



OUTLINE PLANNING PERMISSION

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

Correspondence Address:

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Applicant:

Gateway 14 Limited
C/O Agent

Date Application Received: 21-Jan-21

Application Reference: DC/21/00407

Date Registered: 27-Jan-21

Proposal & Location of Development:

Hybrid Application for the phased employment-led redevelopment of Land at Mill Lane, Stowmarket (Gateway 14) including: Full Planning for site enabling works phase comprising, ground remodelling, utility diversions, installation of framework landscaping, creation of new footpath links, installation of primary substation, highways works including stopping up of Mill Lane, new all modes link from the A1120 Cedars Link to Mill Lane, new footway cycleway over the existing A1120 overbridge, installation of toucan crossing on the A1120 Cedars Link, footpath connection to the Gipping Valley Way, foul and surface water drainage infrastructure, outfalls and associated works: Outline Planning Permission (all matters reserved, except for access) for the erection of buildings comprising employment and commercial use, open space and landscaping, car and cycle parking, highway works, and other associated works (additional plans, documents and EIA information received 08/04/2021) and subsequent ES addendum letter received 17th June 2021.

Gateway 14, Land Between The A1120 And A14, Stowmarket, Suffolk

Section A – Plans & Documents:

This decision refers to drawing no./entitled 20012-FSA-XX-XX-DR-A-0100-P03 received 08/04/2021 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:

Elevations - Proposed 1902 01 Substation - Received 21/01/2021
Drainage Details 60417 PP 001 - Received 21/01/2021
Highway Access Plan 60417/PP011 - Received 21/01/2021

Highway Access Plan ROAD SECTIONS SHEET 1 60417-C--008B - Received 21/01/2021
Highway Access Plan ROAD SECTIONS SHEET 2 60417-C-009B - Received 21/01/2021
Sectional Drawing PROPOSED BUND SECTIONS 60417-C-011A - Received 21/01/2021
Highway Access Plan HIGHWAY GENERAL ARRANGEMENT 60417-C-SK05-C - Received 21/01/2021
Drainage Details OUTLINE SURFACE WATER STORAGE 60417-PP-004 - Received 21/01/2021
Sectional Drawing 60417-PP-07 RAIL EASEMENT SECTIONS - Received 30/07/2021
Drainage Details STORAGE AREA CROSS SECTION 60417-PP-007 - Received 21/01/2021
PROPOSED ROAD MARKINGS A14 JUNCTION 50 WESTBOUND 60417-PP-012 - Received 21/01/2021
Sectional Drawing 60417-C-055 Earthwork Sections 5 of 7 - Received 09/08/2021
Design Code Plan 20012-FSA-XX-XX-RP-A-0101-P07 - Received 28/05/2021
Plans - Proposed Parameters Plan 20012-FSA-XX-XX-DR-A-0105-P16 - Received 14/04/2021
Landscape Parameters Plan JBA-20-104 REV D 1-18 - Received 08/04/2021
Defined Red Line Plan 20012-FSA-XX-XX-DR-A-0100-P03 - Received 08/04/2021
Sectional Drawing 60417-C-051-P01-Earthwork Section 1 of 7 - Received 09/08/2021
Sectional Drawing 60417-C-052-P01-Earthwork Section 2 of 7 - Received 09/08/2021
Sectional Drawing 60417-C-53-Earthwork Sections 3 of 7 - Received 09/08/2021
Sectional Drawing 60417-C-054-Earthwork Sections 4 of 7 - Received 09/08/2021
Sectional Drawing 60417- C-056-Earthwork Sections 6 of 7 - Received 09/08/2021
Sectional Drawing 60417-C-057-P01 Earthwork Sections 7 of 7 - Received 09/08/2021
Floor Plan - Proposed 1902 01 Substation - Received 21/01/2021
Highway Access Plan 60417-PP-013 - Highway General Arrangement - Received 09/03/2021

Section B:

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

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

Application for approval of reserved matters for the first plot 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 on any development area or phase, approval of the details of the appearance, scale and layout of the building(s) and the landscaping for that part or phase (hereinafter called "the reserved matters") shall be obtained in writing from the Local Planning Authority.

The reserved matters application for landscaping adjacent to the A1120 and A14 boundaries of the site shall demonstrate supplementary landscaping measures to address the landscape impact in relation to views from Creeting St Peter, Cedars Park and the A14.

The reserved matters application for the scale of each part or phase of the development shall include details of the maximum heights of storage of any goods, chattels, materials, or waste in relation to that plot.

All landscape reserved matters applications shall include details of the inclusion of appropriate local planting species within those details.

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

3. APPROVED PLANS & DOCUMENTS

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

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

4. ACTION REQUIRED PRIOR TO SUBMISSION OF FIRST RESERVED MATTERS: APPROVAL OF PHASING OF DEVELOPMENT

Not later than the submission of the first Reserved Matters Application for each Plot (1000, 2000, 3000 or 4000) a phasing plan for that plot shall be submitted to the Local Planning Authority. The phasing plan must be approved in writing by the LPA before work commences above slab level.

The submission shall include appropriate alternative phasing plans as necessary. The development shall be implemented in accordance with the phasing plan, unless otherwise subsequently approved within any other submission of Reserved Matters lodged thereafter.

Where any Reserved Matters Application is made in relation to a part of a plot, the submission shall be accompanied by a statement setting out the relationship of the on plot infrastructure to relevant previous phases, or part phases, within that plot, together with a statement setting out the approach to coordinating the delivery of infrastructure and landscaping in relation to both.

Reason - To enable the Local Planning Authority to secure an orderly and well designed development provided in appropriate phases to ensure minimal detriment to landscape and residential amenity, the environment and highway safety prior to the commencement of such development.

5. ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF OTHER DEVELOPMENT: CREATION OF BUND

No development hereby permitted shall commence until the construction of the Clamp Farm bund proposed in the full part of this application, has been completed and provides mitigation of construction and site noise, unless otherwise agreed in writing with the Local Planning Authority.

Reason - In order to minimise the adverse impacts of the proposal on neighbouring properties with particular regards to noise and visual amenity impacts.

6. ACTION REQUIRED: CONCURRENT WITH RESERVED MATTERS: DESIGN, MATERIALS AND LANDSCAPING

Concurrent with the submission of the Reserved Matters application(s), in any development area or phase details of design, materials and landscaping for that area or phase shall be submitted to and approved in writing by the Local Planning Authority.

Such details shall include colour, type and finish of facing and roofing materials, signage, parking, boundary treatments (including the details of walls and fences for individual buildings), lighting, outdoor spaces, security principles and waste bin storage and presentation arrangements.

Thereafter the development shall be carried out in accordance with the approved details.

Reason: In order to minimise the adverse impacts of the proposal on the character of the development with regards to the landscape and local visual amenity having particular regard for Policy CS5 and saved policy CS2.

7. PERMITTED USES: RESTRICTION ON CHANGES OF USE PLOTS 1000, 2000 AND 4000

The use of the land on Plots 1000, 2000 and 4000 hereby permitted shall fall within Class E(g), B2 and B8 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any Statutory instrument and re-enacting that Order with or without modification) and no other use except pursuant to the grant of planning permission on an application made in that regard.

Except as provided for within Class I, notwithstanding the provisions of Article 3, Schedule 2 Part 3 of the Town and Country Planning (General Permitted Development) Order 2015, (or any Order revoking and reenacting that Order with or without modification), there shall be no change to the approved use(s) except pursuant to the grant of planning permission on an application made in that regard.

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

8. PERMITTED USES: RESTRICTION ON CHANGES OF USE PLOT 3000

Plot 3000 shall only be used for Class E(g) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) and for no other use. Notwithstanding the provisions of Article 3, Schedule 2 Part 3 of the Town and Country Planning (General Permitted Development) Order 2015, (or any Order revoking and reenacting that Order with or without modification), there shall be no change to the approved use(s) except pursuant to the grant of planning permission on an application made in that regard.

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

9. ACTION REQUIRED: CONCURRENT WITH RESERVED MATTERS: CUT AND FILL

Concurrent with the first submission of any reserved matters application for each part or phase of development, details of the cut and fill levels for that part or phase shall be submitted to and approved in writing by the Local Planning Authority.

There shall be no change of levels within Flood Zones 2 or 3.

Such works shall be carried out in full in accordance with the approved details prior to the commencement of any other development within that part or phase of the development.

Reason: In order to minimise the adverse impacts of the proposal on the character of the development with regards to the landscape and local visual amenity having particular regard for Policy CS5 and saved policy CS2.

10. ACTION REQUIRED: CONCURRENT WITH RESERVED MATTERS: FINISHED FLOOR LEVEL

Concurrent with the submission of the Reserved Matters application(s), in any part or phase of the development details of the finished floor level(s) for that part or phase shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter the development shall be carried out in accordance with the approved details.

Reason: In order to minimise the adverse impacts of the proposal on the character of the development with regards to the landscape and local visual amenity having particular regard for Policy CS5 and saved policy CS2.

11. ACTION REQUIRED: CUT AND FILL AND LIMIT ON BUILDING HEIGHTS

The maximum building heights AOD shall be as detailed on plan 20012-FSA-XX-XX-DR-A-0105 P16 received 9th February 2021.

The maximum building height on plots 1000, 2000 and 4000 shall be 21m. The maximum building height on plot 3000 shall be 15m.

Reason: In order to minimise the adverse impacts of the proposal on the character of the development with regards to the landscape and local visual amenity having particular regard for Policy CS5 and saved policy CS2.

12. ACTION REQUIRED: LIMIT ON DEVELOPMENT AREAS

As detailed on plan 20012-FSA-XX-XX-DR-A-0105 P16 received 9th February 2021 there shall be no development permitted in the areas shown in pink and a height limitation of 10m to the zone highlighted in blue.

Reason: In order to minimise the adverse impacts of the proposal on the character of the development with regards to the landscape and local visual amenity having particular regard for Policy CS5 and saved policy CS2.

13. SPECIFIC RESTRICTION ON DEVELOPMENT WITHIN THE FLOODPLAIN

Notwithstanding the provisions 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 structure shall be erected and no changes to levels or landscaping shall take place within the floodplain of the River Gipping.

Notwithstanding the provisions 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 permitted development shall occur within the area shown as Flood Zone 3.

Reason: To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site in a range of rainfall events and ensure the system operates as designed for the lifetime of the development. The south of the site, to the north of the main river, is partially located within the functional floodplain, (Flood Zone 3b). This condition is to ensure that there is no additional risk of flooding or alteration of the functional flood plain, which may reduce the functional flood plain and increase the risk of flooding both on and off site.

14. ACTION REQUIRED CONCURRENT WITH RESERVED MATTERS: SURFACE WATER DRAINAGE SCHEME

Concurrent with the submission of the Reserved Matters application(s), in any development area or phase a surface water drainage scheme shall be submitted to, and approved in writing by, the Local Planning Authority (LPA).

The scheme shall be in accordance with the approved FRA and include:

- a. Dimensioned plans and drawings of the surface water drainage scheme;
- b. Further infiltration testing on the site in accordance with BRE 365 and the use of infiltration as the means of drainage if the infiltration rates and groundwater levels show it to be possible;
- c. If the use of infiltration is not possible then 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;
- d. 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;
- e. 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 rainfall event including climate change, along with topographic plans showing where the water will flow and be stored to ensure no flooding of buildings or offsite flows;

f. 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;

g. Details of the implementation, maintenance and management of the strategy for the disposal of surface water on the site;

h. 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) shall be submitted to and approved in writing by the Local Planning Authority.

The CSWMP shall include:

Method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include:-

i. Temporary drainage systems

ii. Measures for managing pollution / water quality and protecting controlled waters and watercourses

iii. Measures for managing any on or offsite flood risk associated with construction

i. 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 CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction.

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-developmentand-flood-risk/construction-surface-water-management-plan/>

15. ACTION REQUIRED WITHIN 28 DAYS OF COMPLETION OF FINAL UNIT

Within 28 days of practical completion of the final unit, a Sustainable Drainage System (SuDS) verification report shall be submitted to the LPA, detailing that the SuDS have been inspected, have been built and function in accordance with the approved designs and drawings. The report shall include details of all SuDS components and piped networks have been submitted, in an approved form, to and approved in writing by the LPA for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.

Reason: To ensure that the surface water drainage system has been built in accordance with the approved drawings and is fit to be put into operation and 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

required under s21 of the Flood and Water Management Act 2010 in order to enable the proper management of flood risk within the county of Suffolk
<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/flood-risk-asset-register/>

16. ACTION REQUIRED PRIOR TO FIRST OCCUPATION OF A PHASE: SCHEME FOR DISPOSAL OF FOUL DRAINAGE

Prior to the first use or occupation of each part or phase of the development a scheme to dispose of foul drainage and including a timetable for implementation, shall be submitted to and approved in writing by the Local Planning Authority.

The scheme shall thereafter be implemented as approved, in accordance with the timetable.

Reason: There is not capacity for all the wastewater flows from this proposed development to be treated at Stowmarket WRC. AWS has long term plans to upgrade Stowmarket WRC. However these are not yet confirmed and funded. These plans therefore need to be confirmed in the strategy ahead of use of this site to protect the local watercourses and environment.

17. ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF DEVELOPMENT; CONSTRUCTION MANAGEMENT PLAN

Prior to the commencement of development on any part or phase a Construction Management Plan for that part or phase shall be submitted to and approved in writing by the Local Planning Authority.

The Construction Management Plan shall include the following matters:

- o a photographic survey to be carried out to determine the condition of the carriageway and footways prior to commencement of the works
- o Means of access for construction traffic, including details as to how access will be provided via A1120 and A14, and directed and managed away from Cedars Park and Creeping St Peter.
- o haul routes for construction traffic on the highway network and monitoring and review mechanisms.
- o provision of boundary hoarding and lighting
- o details of proposed means of dust suppression
- o details of measures to prevent mud from vehicles leaving the site during construction
- o details of deliveries times to the site during construction phase
- o details of provision to ensure pedestrian and cycle safety
- o programme of works (including measures for traffic management and operating hours)
- o parking and turning for vehicles of site personnel, operatives and visitors
- o loading and unloading of plant and materials
- o storage of plant and materials including location and nature of compounds and storage areas
- o litter management
- o 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.

Construction of the development shall not be carried out other than in accordance with the approved plan.

Reason: To protect neighbouring residential amenity from the impacts of construction.

18. RESTRICTION ON LOCATION OF STORAGE IN THE FLOODPLAIN

No goods, products, raw materials, scrap material or other materials of any other sort shall be deposited, stacked or stored in the areas of the site within flood plain (areas shown within Flood Zones 2 and 3).

Reason - To ensure that there is no alteration of the functional flood plain which may reduce the functional flood plain and increase risk of flooding both on and off site.

19. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT: CEMP NOISE

Prior to the commencement of development on any part or phase a Construction Environmental Management Plan for Noise for that part or phase, in line with the Noise and Vibration assessment of the Environmental Statement (January 2021) shall be submitted to and approved in writing by the Local Planning Authority. The CEMP shall include the following details:

- o Ensure that modern plant is used, complying with the latest European Commission noise emission requirements;
- o Selection of inherently quiet plant where possible;
- o Use of hoarding around the work site perimeter, where practicable, to assist in the screening of noise generation from low-level sources;
- o Hydraulic techniques for breaking to be used in preference to percussive techniques where practical;
- o Use of rotary bored rather driven piling techniques, where appropriate;
- o Off-site pre-fabrication to be used, where practical;
- o All plant and equipment to be used for the works to be properly maintained, silenced where appropriate, operated to prevent excessive noise and switched off when not in use;
- o Plant to be certified to meet relevant current legislation as defined by BS 5228 standards;
- o All Contractors to be made familiar with current legislation and the guidance in BS 5228 (Parts 1 and 2), which should form a prerequisite of their appointment;
- o Loading and unloading of vehicles, dismantling of site equipment such as scaffolding or moving equipment or materials around the site to be conducted in such a manner as to minimise noise generation and where practical to be conducted away from NSRs;
- o Careful consideration should be given to planning construction traffic haul routes within the Site and along local roads close to existing sensitive receptors, so as to minimise reversing movements and to minimise the number of construction vehicles during peak traffic flows on local roads;
- o Alert residents regarding periods when higher levels of noise may occur during specific operations and providing them with lines of communication where complaints can be addressed, and,
- o Noise complaints should be reported to the Contractor and immediately investigated.

- o Demonstrate how works will comply with the criteria derived in the ES based on BS5228-1 Appendix E criteria, including best practice measures such as using efficient machinery and vehicles.

The approved CEMP Noise 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 protect neighbouring residential amenity from the impacts of construction.

20. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT: CEMP LANDSCAPE

Prior to the commencement of development on any part or phase a Construction Environmental Management Plan for Landscape in line with the Landscape and Visual Impact Assessment of the Environmental Statement (January 2021) for that part or phase, shall be submitted to and approved in writing by the Local Planning Authority for that part or phase.

The CEMP Landscape shall include the following:

- o Details of the Root Protection Areas of all trees and hedgerows which are to be retained as part of the Proposed Development to be safeguarded by the use of appropriate fencing in line with BS5837:2012
- o Details of where trees and/or sections of hedgerow are to be removed as part of the Proposed Development, details of such works and that these would be undertaken outside of the bird nesting season.
- o The location and arrangement of site access, compounds (including accommodation and cabins) and parking;
- o The use of hoardings and fencing (including temporary fencing);
- o The storage of construction materials and waste;
- o The handling and storage of topsoil (including imported topsoil);
- o Measures for the protection of existing vegetation and landscape areas (in accordance with BS5837:2012);
- o Permitted working hours and use of lighting, including a detailed lighting specification;
- o The implementation of planting (and where necessary proposed protection on the substantial completion of each phase); and
- o Responsibilities, and monitoring/reporting measures including supervision by appropriately qualified personnel

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 protect existing and proposed landscape features during the construction of the development.

21. ACTION REQUIRED PRIOR TO COMMENCEMENT: CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN (BIODIVERSITY)

Prior to the commencement of development on a part or phase a construction environmental management plan (CEMP: Biodiversity) for that part or phase shall be submitted to and approved in writing by the Local Planning Authority, in line with the Ecology and Nature Conservation of the Environmental Statement (Penny Anderson, January 2021). 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 Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats & species).

22. ACTION REQUIRED IN ACCORDANCE WITH ECOLOGICAL APPRAISAL RECOMMENDATIONS

All mitigation and enhancement measures and/or works shall be carried out in accordance with the details contained in the Chapter 14 - Ecology and Nature Conservation of the Environmental Statement (Penny Anderson, January 2021), as already submitted with the planning application and agreed in principle with the local planning authority prior to determination.

This will include the appointment of an appropriately competent person e.g. an ecological clerk of works (ECoW,) to provide on-site ecological expertise during construction. The appointed person shall undertake all activities, and works shall be carried out, in accordance with the approved details.

The ECoW will check for active nests including ground nesting farmland species, following best practice methods to safeguard habitats and species during site clearance and construction.

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

23. ACTION REQUIRED CONCURRENT WITH SUBMISSION OF ANY RESERVED MATTERS: BIODIVERSITY NET GAIN DESIGN STAGE REPORT

Concurrent with submission of reserved matters for each part or phase a Biodiversity Net Gain Design Stage Report shall be submitted to and approved in writing by the Local Planning Authority which provides a minimum of 10% measurable biodiversity net gain, using the Defra Biodiversity Metric 2.0.

The content of the Biodiversity Net Gain Design Stage Report should follow BNG Report & Audit Templates (CIEEM, 2021) or any successor versions and include the following:

- o Baseline data collection and assessment of current conditions on plot and cumulatively;
- o A commitment to measures in line with the Mitigation Hierarchy and evidence of how BNG Principles have been applied to maximise benefits to biodiversity;
- o Provision of the full BNG calculations, with detailed justifications for the choice of habitat types, distinctiveness and condition, connectivity and ecological functionality;
- o Details of the implementation measures and management of BNG proposals to be delivered for 32 years e.g. in Landscape & Ecological Management Plan (LEMP);
- o Details of the monitoring and auditing BNG measures.

The proposed enhancement measures shall be implemented in accordance with the approved details and shall be retained in that manner thereafter.

Reasons: In order to demonstrate measurable net gains for biodiversity and allow the LPA to discharge its duties under the NPPF (2021)

24. TIME LIMIT ON DEVELOPMENT BEFORE FURTHER SURVEYS ARE REQUIRED

If the development hereby approved does not commence within 18 months from the date of the planning consent, the approved ecological mitigation measures secured through condition shall be reviewed prior to commencement of development and, where necessary, amended and updated. The review shall be informed by further ecological surveys commissioned to:

- i. establish if there have been any changes in the presence and/or abundance of protected and priority species and
- ii. identify any likely new ecological impacts that might arise from any changes.

Where the survey results indicate that changes have occurred that will result in ecological impacts not previously addressed in the approved scheme, the original approved ecological measures will be revised and new or amended measures, and a timetable for their implementation, submitted to and approved in writing by the local planning authority prior to the commencement of development.

Works will then be carried out in accordance with the proposed new approved ecological measures and timetable.

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

25. ACTION REQUIRED CONCURRENT WITH FIRST RESERVED MATTERS: SKYLARK MITIGATION STRATEGY

A Skylark Mitigation Strategy shall be submitted to and approved in writing by the Local Planning Authority concurrent with the first reserved matters submission.

The Skylark Mitigation Strategy shall include the following:

- a) Purpose and conservation objectives for the proposed measures
- b) Detailed Methodology for measures to be delivered
- c) Location of the proposed measures by appropriate maps and/or plans
- d) Mechanism for implementation & Monitoring of delivery

The Skylark Mitigation Strategy shall be implemented in the first nesting season following commencement of the development and in accordance with the approved details, or any amendment as may be approved in writing pursuant to this condition, and all features shall be delivered for a minimum period of 10 years.

Reason: To allow the LPA to discharge its duties under the NERC Act 2006 (Priority habitats & species)

26. ACTION REQUIRED PRIOR TO COMMENCEMENT: METHOD STATEMENT FOR SHEPHERD'S NEEDLE

No development shall take place until a Method Statement for Shepherd's needle has been submitted to and approved in writing by the local planning authority. The Method Statement for Shepherd's needle shall include the following:

- a) Purpose and conservation objectives for the proposed works.
- b) Review of site potential and constraints.
- c) Working method(s) to achieve stated objectives.
- d) Extent and location/area of proposed works on appropriate scale maps and plans, including the identification of a suitable receptor site.
- e) Timetable for implementation demonstrating that works are aligned with the proposed phasing of development.
- f) Persons responsible for implementing the works.
- g) Details of initial aftercare and long-term maintenance.
- h) Details for monitoring and remedial measures.

The Method Statement for Shepherd's needle shall be implemented in accordance with the approved details and all features shall be retained in that manner thereafter.

Reason: To allow the LPA to discharge its duties under s40 of the NERC Act 2006 (Priority habitats & species)

27. ACTION REQUIRED: LANDSCAPE MANAGEMENT PLAN

No development shall commence within a development area or phase, until there has been submitted to and approved in writing by the Local Planning Authority a landscape management plan and associated work schedule for a minimum of 5 years. Both new and existing planting will be required to be included in the plan, along with surface treatments, SuDS features and all other landscape assets (i.e. street furniture).

The management plan shall make provision for the interim landscape management of undeveloped plots or land parcels within plots 1000, 2000, 3000 and 4000 together with a timetable for implementation as required in order to safeguard the landscape amenity of the locality. The interim landscape management plan shall include provision for the details

of interim boundary treatments and landscaping and a timetable for implementation of those works where Reserved Matters applications on undeveloped plots or land parcels do not come forward within 5 years of the date of approval of the last Reserved Matters Application on the site.

The management plans shall be implemented in accordance with the agreed landscape management timetable.

Reason: To ensure the longevity of the landscaping scheme and protect the visual amenity and character of the area, in accordance with Chapters 12 and 15 of the National Planning Policy Framework and all relevant Core Strategy Policies.

28. ACTION REQUIRED PRIOR TO DEVELOPMENT ABOVE SLAB LEVEL: LANDSCAPE AND ECOLOGICAL MANAGEMENT PLAN

A Landscape and Ecological Management Plan (LEMP) for each part or phase shall be submitted to and approved in writing by the Local Planning Authority prior to development above slab level of that part or phase. The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management including interim management of undeveloped plots within the phase in question.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organisation responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the longterm implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery.

The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme.

The approved plan will be implemented in accordance with the approved details.

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

29. CONCURRENT WITH RESERVED MATTERS: LIGHTING DESIGN SCHEME

Concurrent with the reserved matters scheme for a part or phase of development a lighting design scheme for all lighting other than adopted Highways lighting including measures to reduce impacts on night-time light, wildlife/biodiversity and SMART features, such as automatic lighting controls and use of LEDs, for that part or phase 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 shall 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 Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats & species).

30. ACTION REQUIRED PRIOR TO DEVELOPMENT ABOVE SLAB LEVEL: SWIFT NEST BRICK/BOXES

Prior to the commencement of development above slab level in a part or phase on Plot 3000 a scheme for swift nest bricks/boxes for that part or phase shall be submitted to and approved in writing by the Local Planning Authority.

Integral swift nest bricks should be incorporated into buildings that are two storeys or higher.

Such details as may be approved shall be implemented in full prior to the first use or occupation of the part or phase of development to which the scheme relates.

Reason: To provide suitable nesting opportunities to enhance biodiversity.

31. ARBORICULTURAL RECOMMENDATIONS

All works shall be undertaken in accordance with the measures outlined in the accompanying arboricultural report.

Monitoring should be undertaken by a qualified arboriculturist in accordance with the details for monitoring in the Arboricultural Method Statement as set out in Chapter 9 of the January 2021 ES.

Reason - To enable existing landscaping to be protected and retained in the interests of visual amenity.

32. SPECIFIC RESTRICTION ON DEVELOPMENT: DEVELOPMENT AFFECTING OR ADJACENT TO NETWORK RAIL

a) Except for the required trespass proof fence, there shall be no building operations undertaken within 3m of the site boundary with Network Rail land. All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of mishandling, collapse or failure, no plant or materials are capable of falling within 3.0m of the boundary with Network Rail.