

**"Secretary of State"** means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes and successor in function

**"Shared Ownership Dwelling"** means those Dwellings purchased on a Shared ownership Lease

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

- i) not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Registered Provider
- (ii) power to the purchaser to increase their ownership up to 100%
- (iii) an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Consumer Prices Index (CPI) published by the Office of National Statistics (or if such index ceases to be published such other index the Council shall reasonable determine) plus 1% or such other rent as complies within the requirements from time to time of Homes England

**"Valuer"** means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer acting in an independent capacity

## 2. **AFFORDABLE HOUSING**

- 2.1 The Owner covenants that no more than seventeen (17) of the Market Dwellings shall be Occupied until the Affordable Housing Contribution has been paid to the Council.
- 2.2 The Owner covenants that not more than seventeen (17) of the Market Dwellings shall be Occupied until a contract has been entered into with a Registered Provider for transfer of all of the Affordable Dwellings (save for any Affordable Dwellings to be sold directly by the Owner) unless otherwise agreed in writing
- 2.3 The Owner covenants that no more than seventeen (17) of the Market Dwellings shall be Occupied (save unless otherwise agreed with the Council) until the Council has been notified of the name and registration number of the proposed Registered Provider for the Affordable Dwellings (save for any Affordable Dwellings to be sold directly by the Owner)

- 2.4 The Owner covenants that no more than twenty six (26) of the Market Dwellings shall be occupied until the Affordable Dwellings have been constructed in accordance with the Planning Permission made ready for residential Occupation and transferred to the Registered Provider or marketed for sale to First Time Buyers in accordance with the terms of this Deed
- 2.5 The Owner covenants that from the date of Practical Completion of the Affordable Dwellings they shall not be used other than for the purposes of housing for Eligible Persons or Qualifying Persons or First Time Buyers in accordance with the Planning Permission subject to the provisions herein
- 2.6 In the event that a Registered Provider cannot be found for any of the Affordable Dwellings for Rent or Shared Ownership Dwellings despite the Owner's reasonable endeavours to do so the Owner will be required to provide notification to the Council's satisfaction that demand from a Registered Provider has not been forthcoming for Reasonable Consideration then if the Council is satisfied that demand from Registered Providers has not been forthcoming for Reasonable Consideration the Council will enter into written negotiations with the Owner to seek an agreed way forward that does not disadvantage the Owner or their Development whilst maximising the provision of Affordable Housing
- 2.7 If after three (3) calendar months of handover of the Affordable Dwellings to the Registered Provider there remains any Affordable Dwellings not leased or sold and the Registered Provider can provide evidence to the Council's satisfaction that there are no prospective occupants the Registered Provider shall be free to seek the written agreement of the Council to convert those Affordable Dwellings to an alternative form of Affordable Housing defined within Annex 2 to the NPPF (or any amended or subsequent national planning policy that may be published by the Government from time to time)
- 2.8 Nothing in this Schedule shall be binding on a Protected Person or any Mortgagee or Chargee of a Protected Person or any receiver appointed by such Mortgagee or Chargee or any person deriving title from any such person
- 2.9 The Affordable Housing obligations in this Deed shall not apply to any Mortgagee or Chargee (or any receiver (including an administrative receiver appointed by such Mortgagee or Chargee) or any other person appointed under any security documentation to enable such Mortgagee or Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Dwellings or any individual First Home or any persons or bodies deriving title through such Chargee, Mortgagee or Receiver PROVIDED THAT:

- 2.9.1 such Chargee or Receiver of an Affordable Dwelling for Rent or Shared Ownership Dwelling shall first give written notice to the Council of its intention to Dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a Disposal of the Affordable Dwelling[s] to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 2.9.2 if such Disposal of the Affordable Dwelling[s] for Rent or Shared Ownership Dwelling[s] has not completed within the three month period, the Mortgagee, Chargee or Receiver shall be entitled to dispose of the Affordable Dwelling[s] for Rent or Shared Ownership Dwelling[s] free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely
- 2.9.3 such Mortgagee or Receiver of a First Home shall first give written notice to the Council of its intention to Dispose of the relevant Dwelling; and
- 2.9.4 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home subject only to paragraph 2.9.5 at its full Market Value
- 2.9.5 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution
- 2.9.6 following receipt of notification of the Disposal of the relevant First Home the Council shall:
- 2.9.6.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 2.19; and
- 2.9.6.2 apply all such monies received towards the provision of Affordable Housing in East Suffolk

#### **Affordable Dwellings for Rent and Shared Ownership Dwellings**

- 2.10 The Registered Provider shall enter into a Nominations Agreement with the Council and shall not dispose or otherwise permit the Occupation of any of the Affordable Dwellings for Rent until such Nomination Agreement has been entered into
- 2.11 On the first and any subsequent letting of an Affordable Dwelling for Rent the Council will (unless otherwise agreed in writing) nominate Eligible Persons in accordance with

the Allocation Policy and Nomination Agreement and FOR THE AVOIDANCE OF DOUBT priority will be given to the applicant who has a Local Connection in accordance with the Local Connections cascade provided at Appendix A

- 2.12 The Registered Provider shall not dispose of any interest in any of the Affordable Dwellings for Rent other than by way of an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (or any form of residential tenancy prescribed by statute in substitution for or in addition to those) PROVIDED THAT nothing in this paragraph shall be deemed to prohibit the sale of the Affordable Dwellings individually or together (in any numerical combination) as one transaction (whether or not subject to any tenancy) to any other Registered Provider
- 2.13 The Owner will notify the Council within twenty-eight (28) days of transfer of any Affordable Dwellings to a Registered Provider of the plot number street address house type size and tenure of each Dwelling and date of transfer
- 2.14 The Shared Ownership Dwellings shall only be sold or leased (which term shall include a freehold sale of a registerable title) to a Qualifying Person in accordance with the Local Connections Cascade
- 2.15 In the event 100% of a Shared Ownership Dwelling is purchased:
- 2.15.1 the net proceeds from the final sale of the Shared Ownership Dwelling are to be ringfenced by the Registered Provider for 5 years for the provision of Affordable Housing within the East Suffolk District, and should the owner of the former Shared Ownership Dwelling wish to sell it he must notify the Registered Provider and allow the Registered Provider to purchase the former Shared Ownership Dwelling back in the first instance at Market Value;
- 2.15.2 in the event the Registered Provider purchases the former Shared Ownership Dwelling in accordance with this paragraph at 2.15.1, the former Shared Ownership Dwelling will be marketed as a Shared Ownership Dwelling subject to the terms of this Deed; and
- 2.15.3 in the event the Registered Provider declines to purchase the former Shared Ownership Dwelling or fails to notify the owner of the former Shared Ownership Dwelling of its intention to make an offer to purchase the dwelling within twenty-eight (28) days of the notification as specified in this clause 2.15.1, then the owner of the former Shared Ownership Dwelling may sell it on the open market free from the terms of this Deed.

### **First Homes**

- 2.16 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

- a. the Eligibility Criteria (National); and
- b. the Eligibility Criteria (Local).

2.17 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 2.16 b shall cease to apply.

2.18 Subject to paragraphs 2.21 to 2.25, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

2.19 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

2.19.1 the Council has been provided with evidence that:

2.19.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 2.17 applies meets the Eligibility Criteria (Local) (if any)

2.19.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

2.19.1.3 the transfer of the First Home includes:

- a. a definition of the "Council" which shall be East Suffolk Council
- b. a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clause[s] [ ] of the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."

c. A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) the Council [and] (2) [and (3) ]

d. a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions

e. a copy of the First Homes Provisions in an Annexure.

2.19.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty-eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 2.18 and 2.19.1 have been met.

2.20 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by East Suffolk Council of East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge IP12 1RT or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

2.21 The owner of a First Home may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

2.21.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 2.16 and 2.17 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 2.18 and 2.19.1; or

2.21.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 2.21.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

2.22 Upon receipt of an application served in accordance with paragraph 2.21 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is Disposed of to it at the Discount Market Price.

2.23 If the Council is satisfied that either of the grounds in paragraph 2.21 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 2.21 that the relevant Dwelling may be Disposed of:

2.23.1 to the Council at the Discount Market Price; or

2.23.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 2.23 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is Disposed of other than as a First Home.

2.24 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 2.21 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 2.20 serve notice on the owner setting out the further steps it requires

the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 2.20 following which the Council must within twenty-eight (28) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

2.25 Where a Dwelling is Disposed of other than as a First Home in accordance with paragraphs 2.22 and 2.23 above the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

2.26 Upon receipt of the Additional First Homes Contribution the Council shall:

2.26.1 within twenty-eight (28) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 2.19 where such restriction has previously been registered against the relevant title

2.26.2 apply all monies received towards the provision of Affordable Housing.

2.27 Any person who purchases a First Home free of the restrictions in the Second Schedule of this Deed pursuant to the provisions in paragraphs 2.23 and 2.24 shall not be liable to pay the Additional First Homes Contribution to the Council.

2.28 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 2.28-2.31 below.

2.29 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

2.30 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

a. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

- b. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
- c. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

2.31 A letting or sub-letting permitted pursuant to paragraph 2.28 or 2.29 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

2.32 Nothing in this paragraph 2 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation (except where other local policy restrictions apply) provided that the First Home remains at all times the First Home Owner's main residence.

2.33 An application fee will be payable on each and every application for a First Home in line with the Councils set charges for such applications

2.34 Affordable Housing Table

House Type	Tenure	Numbers	Plots	M4(2) compliant
1 x bed 2 person house	Affordable Rent	8	7, 8, 17, 18, 19, 23, 24, 25	M4 (2)
2 x bed 4 person house	Affordable Rent	1	14	M4 (2)
3 x bed 5 person house	Affordable Rent	2	15, 16	M4 (2)
2 x bed 4 person bungalow	Shared Ownership	5	5, 6, 12, 13, 20	M4 (2)
2 x bed 4 person house	First Homes	5	9, 10, 11, 21 22	M4 (2)



## PART 2

### OPEN SPACE

#### 1. Definitions

**“Landscaping Management and Maintenance Specification”**

means the plans and drawings showing but not limited to the layout, design, phasing, planting, seeding and timing of the provision of Open Space indicatively shown on drawing EYK1-002 Rev E including details of the proposed future management and maintenance regime for the Open Space to be agreed in writing with the Council in accordance with Paragraph 2 of this Part 2 of the Second Schedule and for the avoidance of doubt the Landscaping Management and Maintenance Specification excludes plot landscaping for individual Dwellings

**“LEAP”**

the Locally Equipped Area of Play to be erected on the Site in accordance with the Open Space Plan

**“Management Company”**

a company or body who will take over responsibility for the future ownership and maintenance of the Open Space and LEAP in perpetuity and which definition may include a resident's association established for this purpose, a private limited company or a community interest company or other organisation primarily for the benefit of the general public in the location of the Site

**“Open Space”**

the areas of open space within the Site to be used for recreational use shown indicatively on the Open Space Plan

**“Open Space Plan”**

a plan to be submitted to the Council for approval indicating the location of the Open Space

**“Open Space Transfer”**

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

a) The Owners shall transfer the fee simple estate free from encumbrances save those set out in the title;

b) All easements and rights necessary in relation to access for the benefit of the Open Space;

c) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development;

d) Restrictive covenants by the Management Company :

(i) Not to use or permit the Open Space to be used for any purpose other than for the provision of recreational facilities or amenity land for use by the general public as open space as defined in this Deed and shown on the Open Space Plan;

(ii) Not to use or permit the Open Space to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development

2. The Owner hereby covenants with the Council that prior to Commencement of Development to submit the Open Space Plan and the Landscaping Management and Maintenance Specification to the Council for approval

3. The Owner covenants not to Commence the Development unless and until the Open Space Plan and the Landscaping Management and Maintenance Specification have been approved by the Council in writing such approval not to be unreasonably withheld or delayed and FOR THE AVOIDANCE OF DOUBT the Landscaping Management and Maintenance Specification will account for planting seasons extending beyond the provision trigger point in paragraph 5 below
4. If the Council fails within thirty (30) Working Days' of submission of the Open Space Plan and Landscaping Management and Maintenance Specification to notify the Owner of its approval or refusal of the Open Space Plan and the Landscaping Management and Maintenance Specification the Owner shall be entitled to assume deemed approval of the Open Space Plan and Landscaping Management and Maintenance Specification
5. The Owner hereby covenants with the Council not to Occupy more than forty five (45) Dwellings or any dwelling adjacent to the Open Space until the Open Space has been provided in accordance with the approved Open Space Plan and the Landscaping Management and Maintenance Specification
6. The Owner covenants to provide all the Open Space for the whole of the Site and the LEAP prior to Occupation of thirty (30) Market Dwellings
7. The Owner further covenants with the Council at their own cost to maintain and manage or procure the maintenance and management the Open Space and LEAP strictly in accordance with the Landscaping Management and Maintenance Specification and the Planning Permission until the date of the Open Space Transfer described in paragraphs 8 and 9 of this Part 2 of this Second Schedule has been completed
8. The Owner covenants that following the Council's written confirmation (not to be unreasonably withheld or delayed) that the LEAP and the Open Space has been laid out in accordance with the Open Space Plan and the Landscaping Management and Maintenance Specification to transfer the freehold of the LEAP and the Open Space as agreed in writing by the Council to the Management Company (in accordance with the provisions of paragraph 9) and such transfer to include such items as necessary and outlined in the Open Space Transfer and shall for the avoidance of doubt include a covenant that the Open Space and LEAP shall thereafter be retained and maintained in accordance with the Landscaping Management and Maintenance Specification and the Planning Permission and that the Open Space shall be retained for the benefit of the public
9. The Owner shall use all reasonable endeavours to transfer the LEAP and the Open Space to the Management Company within twelve (12) months of Occupation of the

final Dwelling of the Development in accordance with the Open Space Transfer for the sum of One Pound (£1.00)

### Part 3

#### HABITATS REGULATIONS MITIGATION

##### 1. Definitions

**“Habitats Regulations Mitigation Contribution”**

means the sum of Twenty Four Thousand Three Hundred and Twenty Eight pounds and eighty five pence (£24,328.85) (Index Linked) calculated using the Habitat Regulations Mitigation Contribution Calculation to be paid by the Owner to the Council towards the cost of mitigating the impact of additional visitors upon European Protected Sites as a result of the Development pursuant to Council's Local Plan Policies and the Appropriate Assessments of the Local Plans, and the Recreational Disturbance Avoidance and Mitigation Strategy Supplementary Planning Document

**“Habitats Regulations Mitigation Contribution Calculation”**

the sum of three hundred and seventy four pounds and twenty nine pence (£374.29) multiplied by the total number of new Dwellings proposed pursuant to the Planning Permission to calculate the Habitat Regulations Mitigation Contribution

2. The Owner covenants on or before Commencement of Development to pay to the Council the Habitats Regulations Mitigation Contribution

3. The Owner covenants not to Commence Development or cause or permit Commencement of Development until the Habitats Regulations Mitigation Contribution has been paid to the Council

## PART 4

### CAR PARK PROVISIONS

#### 1. Definitions

- “Car Park”** shall mean the car park adjacent to the Site owned by Eyke Parish Council
- “Car Park Improvements Contribution”** means the sum of Forty Two Thousand Pounds (£42,000) to be paid to the Council to enable improvements to the Car Park and the Car Park Extension Land in the event the Parish Council have not agreed within thirty (30) Working Days of the Owner requesting access to the Car Park to carry out the Car Park Improvements
- “Car Park Extension Land”** shall mean the piece of land within the Site shown for identification purposes only shaded brown on plan EYK1-002.2 (or as otherwise agreed in writing by the Council pursuant to the Planning Permission)
- “Car Park Improvements”** the improvements to the existing Car Park and Car Park Extension Land in accordance with drawing and specification approved pursuant to the Planning Permission (and any amendments approved thereof)

**"Parish Council"**

shall mean Eyke Parish Council

2. Prior to Commencement of Development the Owner shall offer the Car Park Extension Land to the Parish Council for a sum not exceeding One Pound (£1) and subject to a future restriction to use the land as an extension to the Car Park
3. In the event the Parish Council accepts the offer pursuant to paragraph 2 within thirty (30) Working Days the Owner shall:
  - 3.1 put a request in writing to the Parish Council for permission to access the Car Park to carry out the Car Park Improvements; and
    - 3.1.1 In the event the Parish Council provides written permission to the Owner within thirty (30) Working Days of the request pursuant to paragraph 3.1 above the Owner covenants to carry out the Car Park Improvements and not to Occupy more than ten (10) Dwellings or cause or permit Occupation of more than ten (10) Dwellings unless and until the Car Park Improvements have been completed
    - 3.1.2 In the event the Parish Council does not provide written permission to the Owner within thirty (30) Working Days of the request pursuant to paragraph 3.1 above the Owner shall pay the Car Park Improvements Contribution to the Council prior to Occupation of the first Dwelling
  - 3.2 use all reasonable endeavours to transfer the Car Park Extension Land to the Parish Council within thirty (30) months following the date the offer is made pursuant to paragraph 2 above.
4. In the event the Parish Council does not accept the offer pursuant to paragraph 2 within 30 working days OR in the event the Owner is unable to transfer the Car Park Extension Land to the Parish Council in accordance with paragraph 3.2 above the Owner shall offer the Car Park Extension Land to the County Council as an addition to the Education Land (as defined in Schedule Three) and upon acceptance shall transfer the Car Park Extension Land to the County Council for the use as Education Land, and:
  - 4.1 the Owner shall pay the Car Park Improvements Contribution to the Council prior to Occupation of the first Dwelling

5. Any transfer of the Car Park Extension Land shall be on the following terms to be included in the relevant transfer:
  - 5.1 for consideration of One Pound (£1);
  - 5.2 the land comprising the Car Park Extension Land will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations rights easements and other matters contained and referred to in the registered title to the Car Park Extension Land;
  - 5.3 vacant possession of the Car Park Extension Land shall be given on the date of the transfer in accordance with the provisions of this Deed;
  - 5.4 a restrictive covenant that the Car Park Extension Land shall not be used other than for the intended purposes as either an extension to the existing car park in the event that the Car Park Extension Land is transferred to the Parish Council or for Education Land in the event the land is transferred to the County Council as set out in this Deed and that no development shall be carried out on the Car Park Extension Land unless it is for such purposes

## THIRD SCHEDULE

### Owner's Covenants with the County Council

#### PART 1

#### EDUCATION LAND

1. Definitions

- |  |   |
|--|---|
| <b>"Commercial Consideration"</b>          | the sum of Forty Thousand Pounds (£40,000)  |
| <b>"Education Land"</b>                    | shall mean the piece of land within the Site shown for identification purposes only edged green on the attached School Expansion Land plan referenced EYK1 002.1 (or as otherwise agreed in writing by the Council pursuant to the Planning Permission) |
| <b>"Education Land Site Specification"</b> | the schedule of condition appended to this Deed at Appendix C setting out the condition in which the Education Land is to be transferred to the County Council  |
| <b>"Primary School"</b>                    | shall mean the Eyke Church of England (Voluntary Controlled) Primary School   |

2. Prior to Commencement of Development the Owner shall offer in writing the Education Land to the County Council ("the Notice") for a Commercial Consideration and subject to a future restriction to use the land as an extension to the Primary School
3. In the event the County Council confirm in writing to the Owner that they require the Education Land the Owner covenants to enter into a transfer agreement for the Education Land within four (4) months of receiving the written confirmation from the County Council
4. Any transfer of the Education Land shall be on the following terms to be included in the relevant transfer:



- 4.1 for Commercial Consideration;
- 4.2 the land comprising the Education Land will be transferred without unreasonable delay free of any financial charges together with the rights and easements and in the condition set out in the attached Education Land Site Specification but subject only to the exceptions reservations rights easements and other matters contained and referred to in the registered title to the Education Land;
- 4.3 vacant possession of the Education Land shall be given on the date of the transfer in accordance with the provisions of this Deed;
- 4.4 a restrictive covenant that the Education Land shall not be used other than for the intended purposes of the purchaser as set out in this Deed and that no development shall be carried out on the Education Land unless it is for such purposes as permitted under Use Class F1(a) and/or Use Class F2(c) of the Town and Country Planning (Use Classes) Order 1987 (as amended)

## PART 2

### SECONDARY SCHOOL TRANSPORT CONTRIBUTION

#### 1. Definitions

**“Secondary School Transport Contribution”** means the sum of Seventy Thousand Two Hundred and Fifty Pounds (£70,250) RPI Index Linked for the purposes of funding school transport provision for a minimum of five years for secondary-age pupils residing on the Development.

2. The Owner covenants with the County Council to pay the Secondary School Transport Contribution to the County Council prior to first Occupation
3. The Owner hereby covenants not to Occupy or permit or allow Occupation unless and until the Secondary School Transport Contribution has been paid in full to the County Council

## **FOURTH SCHEDULE**

### **Council Covenants to the Owner**

#### **1. ISSUE OF PLANNING PERMISSION**

- 1.1 The Council shall use reasonable endeavours to issue the Planning Permission within ten (10) Working Days following completion of this Deed

#### **2. DISCHARGE OF OBLIGATIONS**

- 2.1 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

#### **3. AFFORDABLE HOUSING AND HABITATS REGULATIONS MITIGATION CONTRIBUTION**

- 3.1 The Council shall pay the Affordable Housing Contribution and the Habitat Regulations Mitigation Contribution (together, 'the Contributions') when received into an account and use the Contributions for the purposes set out in the Deed within ten (10) years from receipt PROVIDED THAT nothing shall prevent the Council from paying any part of the Contributions to a person, body or company that might be responsible for the carrying out of the work as set out in this Deed
- 3.2 The Council shall if requested to do so in writing after the expiry of TEN (10) years of the date of receiving the final payment of a contribution within ONE (1) year pay to any such person such amount of the Contributions paid by that person in accordance with the provisions of this Deed which have not been committed or expended by the Council, such payment to be made within TWENTY EIGHT (28) working days of such a request together with any interest thereon.

#### **4. CAR PARK EXTENSION CONTRIBUTION**

- 4.1 In the event the Car Park Extension Contribution is paid to the Council in accordance with paragraph 4 of Part 4 of the Second Schedule the Council shall pay the Car Park Extension Contribution when received into an account and shall at the request of the Parish Council transfer the Car Park Extension Contribution to the Parish Council for the purposes set out within this Deed PROVIDED THAT nothing shall prevent the Car Park Extension Contribution being passed to a person, body or company that might be responsible for the carrying out of the work as set out within this Deed

4.2 If the Car Park Extension Contribution has not been transferred by the Council to the Parish Council within five (5) years of receipt of payment the Council will refund the Car Park Extension Contribution to the payer together with any accrued interest

## FIFTH SCHEDULE

### County Council Covenants to the Owner

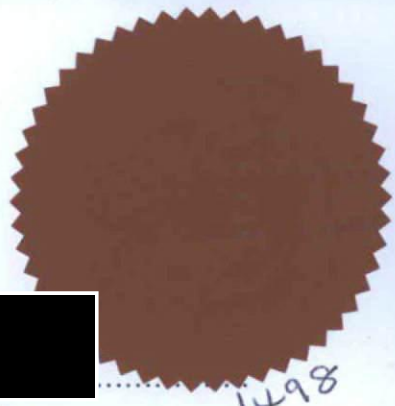
#### EDUCATION LAND

1. The County Council covenants:
  - 1.1 to serve notice on the Owner within two (2) months of receiving the Notice from the Owner served in accordance with paragraph 2 of Part 1 of the Third Schedule of this Deed of their intentions in respect of the Education Land
  - 1.2 in the event the County Council notify the Owner in accordance with paragraph 1.1 above that they require the Education Land to use reasonable endeavours to enter into a transfer agreement in the terms as set out within paragraph 5 of Part 1 of the Third Schedule with the Owner within six (6) months of notifying the Owner the land is required

#### SECONDARY SCHOOL TRANSPORT CONTRIBUTION

1. The County Council covenants
  - 1.1 to place the Secondary School Transport Contribution in an account and apply the same towards the purpose for which it was paid
  - 1.2 in the event that the Secondary School Transport Contribution has not been committed (by way of contract or otherwise) to the purpose for which it was paid within ten (10) years of Completion of the Development then the County Council shall if requested to do so in writing within a further period of one (1) year repay to the payer so much of the Secondary School Transport Contribution as shall remain uncommitted together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable

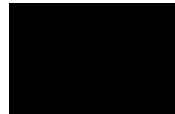
THE COMMON SEAL OF  
**EAST SUFFOLK COUNCIL**  
as affixed in the presence of:



Authorised Officer

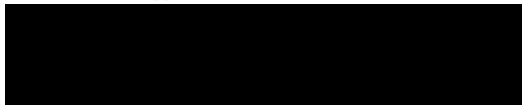
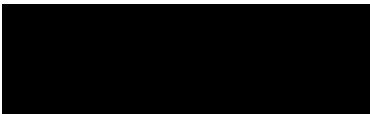
.....  
~~Authorised Officer~~

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



.....  
Authorised Officer

Executed as a DEED by  
**PETER JAMES ROBINSON**  
in the presence of



Signature

W Name *John Andrew Nicholson*

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T Address

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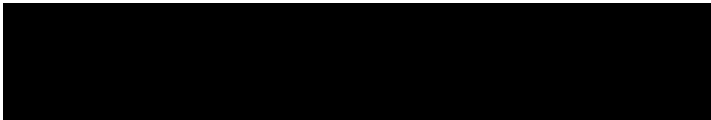
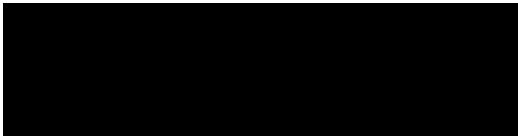
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Occupation

*Solicitor*



Executed as a DEED by  
**BRENDA MARGARET ROBINSON**  
in the presence of



Signature

W Name *John Andrew Nicholson*

I

T Address

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Occupation

*Solicitor*

