

DATED

7 October

2024

**Agreement pursuant to Section 106 of the Town and
Country Planning Act 1990 (as amended)**

SUFFOLK COUNTY COUNCIL (1)

and

MID SUFFOLK DISTRICT COUNCIL (2)

Relating to

**The Stowmarket Health, Education and Leisure Facilities Project
(SHELF) at Chilton Sports Club, Chilton Way, Stowmarket, Part in
the Parish of Onehouse IP14 1SZ**

(Planning Reference: DC/23/01323)

Legal Service
West Suffolk House
Western Way
Bury St Edmunds
IP33 3YU
Ref: BM0037.5/104248

This Agreement is made the 7 day of October 2024

Between:

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the County Council")
- (2) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the Owner")

Together "the Parties"

INTRODUCTION

1. The County Council is the Highways Authority, the Local Education Authority and the Local Planning Authority for the purposes of the 1990 Act for the area in which the Land (which forms part of the Site) is situated and by whom the planning obligations contained in this Agreement are enforceable.
2. Mid Suffolk District Council is also a Local Planning Authority ("the District Planning Authority") for the purposes of the 1990 Act for the area in which the Land (which forms part of the Site) is situated
3. As the Owner is applying to the District Planning Authority for Planning Permission, the County Council will be the Enforcing Authority regarding the planning obligations contained in this Agreement.
4. The ownership and other interests in the Land are as set out in the First Schedule.
5. The Owner submitted the Application to the District Planning Authority for the Development and the District Planning Authority has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Agreement to regulate the Development and to secure the planning obligations contained in this Agreement.
6. The Owner warrants to the County Council that it has full power to enter into this Agreement.

7. The Owner enters into this Agreement content that the requirements of the District Planning Authority's planning policies are met and that any objections by the District Planning Authority to the grant of planning permission on the basis of those policies are overcome.
8. The District Planning Authority considers, and the Owner and the County Council acknowledges that the Development should not proceed unless certain restrictions regulating the use of the Land are imposed in the manner hereinafter appearing and pursuant to Section 106 of the 1990 Act the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement on the Land.
9. The District Planning Authority in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Agreement meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:
OPERATIVE PART**

1. DEFINITIONS

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

"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"Agreement"	means this Agreement pursuant to section 106 of the 1990 Act
"Application"	the application for hybrid planning permission for the Development validated by the District's Planning Authority on 20 th March 2023 and allocated reference DC/23/01323
"BCIS Index"	The All In Tender Price Index published by the Building Cost Information Service or any successor organisation

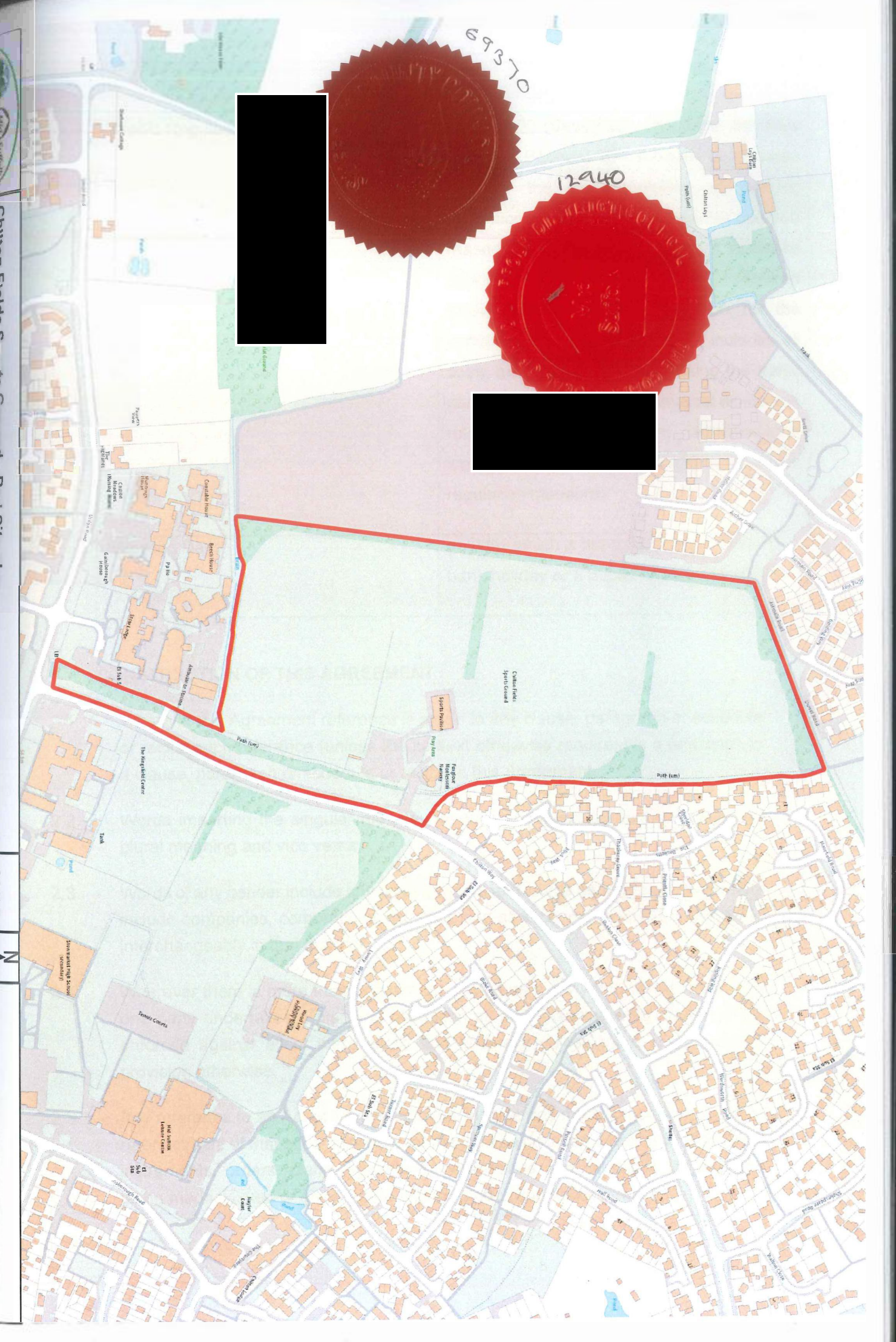
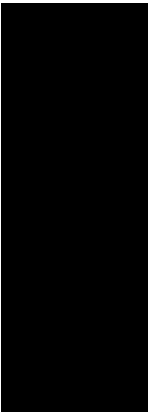
<p>“Commencement of Development”</p>	<p>the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition 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, any underground works, construction of access road (whether temporary or permanent), construction of temporary site compound and temporary marketing suite, erection of any temporary means of enclosure/ site security and the temporary display of site notices or advertisements and any other preparatory works as may be agreed with the District Planning Authority and “Commence”, “Commenced” and “Commencement” shall be construed accordingly</p>
<p>“Completion of Development”</p>	<p>the date the Development has been completed and the new and improved facilities pursuant to the Planning Permission are first open to the public for their intended use</p>
<p>“Development”</p>	<p>The development as set out in the Application</p>
<p>“Enforcing Authority”</p>	<p>means the authority entitled to enforce the terms of this Agreement (in whole or in part) against the Owner</p>

"Index Linked"	the increase in the Traffic Regulation Order Contribution by an amount equivalent to the increase in the RPI Index (as the context dictates) to be calculated in accordance with clause 12 of this Agreement
"Land"	the land forming part of the Site against which this Agreement may be enforced as shown edged red for identification purposes only on the Plan
"Late Payment Interest"	interest at four per cent (4%) above the minimum lending rate of the Bank of England from time to time
"Notice of Actual Commencement"	notice in writing to advise of the actual date of Commencement of Development
"Notice of Expected Commencement"	notice in writing to advise of the expected date of Commencement of Development
"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly
"Plan"	the plan marked "Chilton Fields Sports Ground – Red Site plan" attached to this Agreement
"Planning Permission"	the hybrid planning permission subject to conditions which may be granted by the District Planning Authority pursuant to the Application

<p>"Practical Completion"</p>	<p>the issue of a certificate of practical completion by the Owner's architect or project manager or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect or project manager</p>
<p>"Reserved Matter"</p>	<p>means any one of those matters reserved under the terms of the Planning Permission for subsequent approval and "Reserved Matters" shall be construed accordingly</p>
<p>"Reserved Matters Application"</p>	<p>An application for the approval of Reserved Matters (within the meaning of the Town and Country Planning (Development Management Procedure) Order 2015) pursuant to the Planning Permission</p>
<p>"RPI Index"</p>	<p>means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Parties;</p>
<p>"Site"</p>	<p>the land shown edged in red on the Existing Location Plan submitted with the Application</p>
<p>"Traffic Review"</p>	<p>A review of the impact of the Development on the volume of traffic and parking in the vicinity of the Site to be carried out at any time up to six (6) years following the Completion of the Development</p>

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12940



Map labels: The Heritage Center, Park, Path (km), Spirit Pavilion, Fairview Sports Center, Path (km), The Heritage Center, Park, Path (km), Spirit Pavilion, Fairview Sports Center, Path (km).

Map labels: Spirit Pavilion, Fairview Sports Center, Path (km).

Map labels: Path (km), Spirit Pavilion, Fairview Sports Center, Path (km).

<p>“Traffic Regulation Order Contribution”</p>	<p>£17,500.00 (Seventeen Thousand and Five Hundred Pounds) RPI Indexed to be used towards the implementation of parking restrictions and any other measures deemed reasonably necessary to prevent nuisance parking in the vicinity of the Site if required following the Traffic Review and for the avoidance of doubt this amount includes all costs associated with undertaking the traffic review and all legal costs physical works and related officer time and administrative expenses associated with any such traffic regulation measures</p>
<p>“Working Days”</p>	<p>any day which is not a Saturday or Sunday, a bank holiday or a public holiday in England</p>

2. CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement 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 Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of any gender include any other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes a planning obligation all their planning obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act or Directive for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.

- 2.6 Any references to any party to this Agreement 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 County Council any successors to their statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 References to a "Plan" or "Drawing" in this Agreement shall be reference to the plans attached to this Agreement bearing the relevant plan number or any amended plans as shall be agreed in writing between the Owner, the County Council and the District Planning Authority.
- 2.9 None of the covenants contained in this Agreement on the part of the Owner shall be enforceable against: -
- (a) any statutory undertaker who acquires any part of the Land or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services; or
- (b) any person who has an interest in the Land only by way of an easement.
- 2.10 Any covenant by the Owner not to do an act or thing shall be deemed to include a planning obligation not to permit or suffer such act or thing to be done by another person.

3. LEGAL BASIS

- 3.1 This Agreement is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the County Council as the local planning authority against the Owner or their successors in title.
- 3.3 This Agreement is a deed and may be modified or discharged in part or in total at any time after the date of this Agreement by deed between the Parties in the form of a deed.
- 3.4 This Agreement is a local land charge and upon completion shall be registered by the County Council as such.

4. CONDITIONALITY

4.1 The planning obligations set out in this Agreement are conditional upon:

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- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of clauses 3.3, 3.4, 7.3, 7.4, 7.5, 7.6, 7.8, 7.9, 7.12, 7.13, 7.14, 7.15, 7.16, 9, 15, 18, 19, 21, 22 and 23 and any other relevant provisions which shall come into effect immediately upon completion of this Agreement.

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

4.2.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Agreement will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development

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

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

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

4.3.1 proceedings by way of judicial review are concluded:

(a) when permission to apply for judicial review has been refused and no further application can be made;

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

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

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

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

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

5. THE OWNER'S COVENANTS

5.1 The Owner hereby covenants with the County Council as set out in the Second Schedule so as to bind the Land.

6. THE COUNTY COUNCIL'S COVENANTS

6.1 The County Council hereby covenants with the Owner as set out in the Third Schedule so as to bind the Land.

7. MISCELLANEOUS

7.1 The Owner shall act in good faith and shall co-operate with the County Council (as Enforcing Authority pursuant to the terms of this Agreement to facilitate the discharge and performance of all planning obligations contained herein and the Owner shall comply with any reasonable requests of the County Council and their duly authorised officers or agents to have access to any part or all of the Land (provided that at all times they comply with the requirements set out in clause 10) or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the planning obligations contained herein.

7.2 The Owner agrees declares and covenants with the County Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the County Council (as Enforcing Authority pursuant to the terms of this Agreement) for any expenses or liability arising to the County Council respectively in respect of breach by the Owner or any planning obligation contained herein save to the extent that any act or omission of the County Council respectively its employees or agents has caused or contributed to such expenses or liability.

7.3 The Owner agrees to pay to the District Planning Authority on completion of this Agreement the proper and reasonable legal costs of the District Planning Authority up to a maximum amount of £750 incurred in the negotiation preparation and execution and completion of this Agreement.

7.4 The Owner agrees to pay to the County Council on completion of this Agreement the proper and reasonable legal costs of the County Council up to a maximum

amount of £1,000 incurred in the negotiation preparation and execution and completion of this Agreement.

- 7.5 The Owner agrees to pay to the County Council upon written demand a monitoring fee of £952 towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Agreement.
- 7.6 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.7 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the County Council under the terms of this Agreement 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 the County Council by the Executive Director of Growth Highways and Infrastructure or officer acting under their respective 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.
- 7.8 Following the performance and satisfaction of all the planning obligations contained in this Agreement the County Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Agreement.
- 7.9 Insofar as any clause or clauses or paragraphs of this Agreement 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 Agreement.
- 7.10 This Agreement 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 and the County Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Agreement.
- 7.11 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Land notwithstanding the retention

of easements or the benefit of covenants, restrictions or reservations in respect of it.

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

7.13 In the event that any new planning applications are made in respect of the Development pursuant to Section 73 of the 1990 Act then with effect from the date that the new planning permission is granted pursuant to Section 73 of the 1990 Act:

7.13.1 Unless the local planning authority requires otherwise the planning obligations in this Agreement shall in addition to binding the Land in respect of the Planning Permission shall also bind the Land in respect of any planning permission granted pursuant to Section 73 of the 1990 Act; and

7.13.2 the definitions of "Application", "Development" and "Planning Permission" shall be assumed to include references to any applications under Section 73 of the 1990 Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this clause 7.13 shall fetter the discretion of the District Planning Authority in determining any applications under Section 73 of the 1990 Act and the appropriate nature and/or quantum of planning obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act (whether by way of a new deed or supplemental deed pursuant to Section 106 of the 1990 Act or a modification pursuant to Section 106A of the 1990 Act).

7.14 Nothing contained or implied in this Agreement shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the County Council or the District Planning Authority under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities.

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

7.16 The Owner covenants and warrants to the County Council that they have full power to enter into this Agreement and there is no other person having a charge over or

any other interest in the Land whose consent is necessary to make this Agreement binding on the Land

8. **WAIVER**

No waiver (whether expressed or implied) by the County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. **CHANGE IN OWNERSHIP**

The Owner agrees with the County Council to give written notice of any transfer in ownership of its freehold interest in the Land (save for disposals to any statutory undertaker) occurring before all the planning obligations under this Agreement have been discharged such notice to be served within twenty (20) Working Days' of such transfer quoting the Planning Application reference number DC/23/01323 to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the land purchased by reference to a plan and a copy of the registered title and plan thereto.

10. **RIGHTS OF ENTRY**

10.1 At all times on not less than forty-eight (48) hours written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of the County Council entry to the Land for the purposes of inspection and monitoring compliance with the provisions of this Agreement PROVIDED THAT:

10.1.1 such employee or agent on arrival on the Land shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Land);

10.1.2 such entry shall be effected between 08:00 and 18:00 on any Working Day;

10.1.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary;

10.1.4 such employee or agent may take photographs measurements and levels;

10.1.5 such employee or agent may not remain on the Land for any longer than is reasonably necessary for carrying out a proper inspection;

- 10.1.6 such employee or agent and any other accompanying persons shall comply with the Owner or the Owner's representatives, reasonable directions and all the Owner's compliance precautions, procedures and measures in place for the Land at such time in the interests of health and safety;
- 10.1.7 such employee or agent shall not be entitled to access any Dwellings that have been sold;
- 10.1.8 such employee or agent shall be accompanied at all times by the Owner's manager or person in charge at the Land or such other employee or agent of the Owner in the interests of health and safety except in the event that no such person is available (in accordance with clause 10.1.1).

11. INDEXATION

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

- 11.1 A is the sum payable under this Agreement;
- 11.2 B is the original sum calculated as the sum payable;
- 11.3 C is the RPI Index (as the context dictates) for the month 2 months before the date on which the sum is payable;
- 11.4 D is the RPI Index (as the context dictates) for the month 2 months before the date of this Agreement; and
- 11.5 C/D is greater than 1.

12. INTEREST

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

13. VAT

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

14. **NOTICES**

- 14.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 14.2.
- 14.2 The address for any notice or other written communication in the case of each party to this Agreement shall (until such time as otherwise notified in writing) be as follows:

The County Council	Legal Services, Suffolk County Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX and marked for the attention of the Executive Director of Growth, Highways and Infrastructure (or a duly appointed successor)
The Owner	Property, Development and Regeneration Division, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX and marked for the attention of the Regeneration Team
The District Planning Authority	Chief Planning Officer, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX.

15. **DISPUTE RESOLUTION PROVISIONS**

- 15.1 In relation to any disputes between the County Council and the Owner, attempts will be made in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 15.2 Any dispute or difference of any kind not resolved within 15 (fifteen) Working Days whatsoever arising between any or all of the Parties out of or in connection with this Agreement (including without limitation any question regarding its existence

validity or termination) shall be referred to an independent single Expert ("the Expert")

- 15.3 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to clause 15.1.
- 15.4 The parties to the dispute shall jointly appoint the Expert not later than twenty (20) Working Days' after service of a request in writing by any party to the dispute to do so
- 15.5 If the parties to the dispute are unable to agree within twenty (20) Working Days' as to the appointment of such Expert then the Expert shall be appointed on the application of any of the parties to the dispute as follows:
 - 15.5.1 difference or question relates to the rights and liabilities of any party to the dispute or to the terms or conditions to be embodied in the Agreement or document appertaining to the Agreement it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society; or
 - 15.5.2 difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers; or
 - 15.5.3 difference or question relates to the value of any interest in property it shall be referred to a chartered surveyor agreed upon by the parties but in default of agreement appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or
 - 15.5.4 if such difference of question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute.
- 15.6 In the event of a reference to an Expert the parties to the dispute agree to:
 - 15.6.1 prosecute any such reference expeditiously; and
 - 15.6.2 do all things or take all steps reasonably necessary in order to enable the Expert to make a final determination as soon as reasonably practicable and in any event within one (1) month of his appointment PROVIDED THAT if the Expert fails to do so any party to the dispute may apply to the President for the time being of the Institution of Law Society, Civil Engineers, Royal Institution of Chartered Surveyors or Royal Town

Planning Institute (as appropriate) for a substitute to be appointed in which case the same procedure shall be repeated.

- 15.7 The Expert shall invite written representations from any of the parties.
 - 15.8 The Expert will have the power to consolidate proceedings or hold concurrent proceedings.
 - 15.9 The findings of the Expert shall be in writing signed by the Expert.
 - 15.10 The findings of the Expert shall be final and binding on all of the parties to the dispute except in the case of manifest, material error.
 - 15.11 The Expert shall act as an expert and not as an arbitrator.
 - 15.12 The costs of the Expert shall be payable by the parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the parties.
 - 15.13 Unless this Agreement has already been terminated any of the parties to the dispute shall in every case continue to comply with its planning obligations under this Agreement regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this clause 15 but without prejudice to the rights and planning obligations of the parties to the dispute in relation to the termination of the Agreement.
 - 15.14 Nothing in the provisions of this clause 15 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.
16. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**
- 16.1 Where in the opinion of the Owner any of the provisions of this Agreement have been satisfied the Owner shall be entitled to apply to the County Council for a certificate to that effect and upon the County Council (acting reasonably) being satisfied that the relevant agreement planning obligation and covenant as the case may be has been satisfied the County Council shall forthwith issue a certificate to such effect.

17. APPROVALS

17.1 Where any details, programmes, plans, strategies, reports, matters or materials are approved by the County Council under the terms of this Agreement further or amended details programmes plans strategies reports matters or materials may be submitted from time to time and if approved by the County Council (acting reasonably) shall replace those previously approved.

18. COMMUNITY INFRASTRUCTURE LEVY

18.1 The Parties to this Agreement agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the planning obligations imposed in this Agreement are:

18.1.1 necessary to make the Development permitted pursuant to the Application acceptable in planning terms;

18.1.2 directly related to the Development permitted pursuant to the Application; and

18.1.3 fairly and reasonably related in scale and kind to the Development permitted pursuant to the Application.

19. LAND OUTSIDE THE OWNER'S CONTROL

Nothing in this Agreement shall require the performance of any planning obligation whatsoever in, over or under land outside the ownership or control of any Party to this Agreement.

20. FUTURE MORTGAGEES

The planning obligations in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Land from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the Land (or any part of it to which such planning obligation relates) in which case it shall be liable as if it were a successor in title to the Owner in relation to the Land (or the relevant part of it) PROVIDED THAT neither any mortgagee nor chargee nor person deriving title from such mortgagee or chargee shall be liable for any breach of the planning obligations contained in this Agreement unless committed at a time when that person is in possession of the Land (or any part of the Land to which such planning obligation relates).

21. JURISDICTION

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

22. **DELIVERY**

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

23. **COUNTERPARTS**

This Deed may be executed in any number of counterparts , each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed

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

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



Authorised Officer [REDACTED]

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



[REDACTED]

Full Name of Authorised Signatory [REDACTED]

Title of Authorised Signatory [REDACTED]

FIRST SCHEDULE

PART 1

Details of the Owner's Freehold Title, and description of the Land (forming part of the Site)

The Freehold Land at Chilton Fields Sports Ground registered at the Land Registry under title number SK308041 as shown edged red for identification purposes only on the Plan.

SECOND SCHEDULE

OWNER'S COVENANTS WITH THE COUNTY COUNCIL

- 1 The Owner shall serve the County Council with: (i) the Notice of Expected Commencement not less than five (5) Working Days' before the date that the Owner expects Commencement of Development to occur; and (ii) within fifteen (15) Working Days' of Commencement of Development having occurred, the Notice of Actual Commencement in order to confirm that Commencement has occurred.
- 2 The Owner covenants prior to Commencement of Development to pay to the County Council the Traffic Regulation Order Contribution.
- 3 The Owner covenants not to Commence the Development until such time as the Owner has paid to the County Council the Traffic Regulation Order Contribution plus any Late Payment Interest on the Traffic Regulation Order Contribution due under this Agreement but not paid in accordance with the provision of paragraph 2 of this Schedule.
- 4 The Owner shall within fifteen (15) Working Days' give written notice to the County Council (as Enforcing Authority pursuant to the terms of this Agreement) of the following:
 - 4.1 the submission of any Reserved Matters Application
 - 4.2 the date of the Commencement of Development on the Land;
 - 4.3 the Completion of Development.

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4.2
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THIRD SCHEDULE

COUNTY COUNCIL'S COVENANTS WITH THE OWNER

1. The County Council shall provide the Owner with the outcome of the Traffic Review in writing as soon as reasonably practicable once undertaken but otherwise within six (6) years of the Completion of the Development.
2. The County Council shall pay the Traffic Regulation Order Contribution plus any Late Payment Interest into an interest bearing account
3. The County Council shall use the Traffic Regulation Order Contribution received solely for the provision of traffic regulation in the vicinity of the Site
4. The County Council shall use reasonable endeavours to ensure that the Traffic Regulation Order Contribution under the terms of this Agreement which are to be transferred to a third party are used by that third party for the purposes specified in this Agreement for which

they are to be paid and for the avoidance of doubt the third party can include the District's Planning Authority.

5. The County Council to pay to the party that paid the Traffic Regulation Order Contribution all or any part of the Traffic Regulation Order Contribution paid by that party under this Agreement which has not been expended or committed for expenditure (whether by contract or otherwise) within twenty eight (28) days of the date that the Traffic Review has been completed plus any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end.
6. The County Council shall within one (1) month of written request received after the 6th anniversary of the Completion of Development provide written confirmation to the party that paid the Traffic Regulation Order Contribution of the extent of which any of the Traffic Regulation Order Contribution has been spent or committed and details of what the said monies have been spent on or committed
7. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the planning obligations within this Agreement when satisfied (acting reasonably) that the planning obligations have been performed.