

DATE 13 August 2018

(1) ST EDMUNDSBURY BOROUGH COUNCIL

(2) SUFFOLK COUNTY COUNCIL

(3) HELEN JOSEPHINE PELLY

(4) HALLAM LAND MANAGEMENT LIMITED

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

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relating to

Land at Great Wilsey Park ~~Wilsey Road~~ Little Wratting Suffolk

St. Edmundsbury Borough Council  
West Suffolk House  
Western Way  
Bury St. Edmunds  
Suffolk

DATE

13 August

2018

**PARTIES:**

- (1) **ST EDMUNDSBURY BOROUGH COUNCIL** of West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU (hereinafter called the "**Council**")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (hereinafter called the "**County Council**")
- (3) **HELEN JOSEPHINE PELLY** of Great Wilsey Farm ~~Wilsey Road~~ Little Wrating Suffolk CB9 7TB (hereinafter called the "**Owner**")
- (4) **HALLAM LAND MANAGEMENT LIMITED** (company registration number 02456711) whose registered office is at Banner Cross Hall Ecclesall Road South Sheffield S11 9PD (hereinafter called the "**Developer**")

**INTRODUCTION**

- A The Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable
- B The County Council is the local highway authority (except for trunk roads), the local education authority, local library authority, waste authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable
- C The Owner is the freehold owner of the Site registered with the Land Registry under the title numbers SK31515 SK117116 SK321438 and SK71279
- D The Developer and the Owner entered into a planning promotion agreement dated 22 July 2014 in relation to the planning promotion and future disposal of the Site
- E The Developer and the Owner have submitted the Application to the Council and the Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed intended to regulate the Development and to secure the planning obligations contained herein.

- F The Council and the County Council enter into this Deed to the intent that the requirements of the Council's and the County Council's policies are met and that any objections by the Council or the County Council to the grant of planning permission on the basis of those policies are overcome
- G The 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 matter hereafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- H The Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)
- I The Council and County Council (as appropriate) confirm that in relation to any 'relevant infrastructure' (as defined by Regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended)) which is provided for or funded by this Deed since 6 April 2010 no more than four obligations pursuant to Section 106 of the Act have been entered into which provide for any such infrastructure project or type of infrastructure

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. DEFINITIONS**

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

- "Act" the Town and Country Planning Act 1990 (as amended)
- "Affordable Housing" has the meaning given to it in Annex 2 of the National Planning Policy Framework (dated March 2012) or any replacement thereof
- "Affordable Housing Units" 30% of the Dwellings to be provided on the Site in accordance with paragraph 1.6 of the Third Schedule (these 30% of the Dwellings) being 80% Rental Dwellings and 20% Intermediate Dwellings unless otherwise agreed with the Council

"Affordable Rent"	housing made available by a Registered Provider as low cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent market rent and also at a level that does not exceed local housing allowance rate
"Application"	the application for planning permission to develop the Site in accordance with the application plans deposited with the Council on the 22 <sup>nd</sup> October 2015 and bearing the Council's reference number DC/15/2151/OUT
"BCIS Index"	the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Parties hereto
"BCIS Indexed"	the increase in any sum referred to in the Third Schedule and the Fourth Schedule by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 10 of this Deed
"Bus Stop Contribution"	thirty-two thousand pounds (£32,000.00) BCIS Indexed
"Chargee"	any mortgagee or chargee of the Registered Provider or the owner of the Affordable Housing Units or any receiver or manager (including 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 (however appointed) including a housing administrator
"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

	<p>out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance demolition work archaeological 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 installation of a haul road for construction purposes erection of construction site compound the temporary display of site notices or advertisements and "Commenced" and "Commence Development" shall be construed accordingly</p>
"Commercial Unit"	<p>a unit or building to be constructed in pursuance to the Planning Permission being within use classes A1 A2 A3 A4 A5 B1 D1 or D2 or the plot of land on which such unit or building is to be constructed</p>
"Completion of Development"	<p>the date that the last Dwelling is first Occupied</p>
"Development"	<p>the development of the Site as approved under the outline application described as (means of access to be considered) - residential development of up to 2,500 units (within use classes C2/C3) two primary schools two local centres including retail community and employment uses (with use classes A1/A2/A3/A4/A5 B1 and D1/D2) open space landscaping and associated infrastructure</p>
"Dwelling"	<p>a dwelling (including a house flat or bungalow and including both Open Market Dwellings and Affordable Housing Units) to be constructed pursuant to the Planning Permission and "Dwelling" and "Dwellings" shall be construed accordingly PROVIDED THAT the references to "Dwelling" in paragraphs 1.1 - 1.31 in the Fourth Schedule shall exclude any Extra Care Accommodation constructed as part of the Development</p>

"Extra Care Accommodation"	means the extra care accommodation and/or accommodation designed specifically for the elderly located in the area shown marked as "A4" on the Parameters Plan
"HCA"	the Homes and Communities Agency of Warrington office Arpley House 110 Birchwood Boulevard Birchwood Warrington WA3 7QH or any statutory successor thereof or other government body with the function of funding Social Housing development
"Healthcare Land"	the plot of land being approximately 0.3 hectares located within the part of the Site which is the mixed use local centre shown as D1 on the Parameters Plan
"Healthcare Land Notice"	a written notice to be served by the Owner on the Council after the Occupation of the 450 <sup>th</sup> Dwelling including an Offer to Transfer the Healthcare Land
"Healthcare Land Period"	the period which commences on the date which is two (2) years from the date of Commencement of Development and expires on the earlier of (i) five (5) years from the date of Commencement of Development and (ii) the date on which an Offer to Transfer included in the Healthcare Land Notice expires without having been accepted (and for the avoidance of doubt if the Healthcare Land Notice is not served the period shall expire on the date which is five (5) years from the date of Commencement of Development)
"Highway Improvements"	the proposed junction improvements at A143 junction with Lordcroft Lane as shown on drawing 10173-HL-23 Rev. A annexed to this Deed
"Highway Improvements Contribution"	five hundred and six thousand four hundred and forty two pounds eighty seven pence (£506,442.87) BCIS Indexed

"Intermediate Dwelling"	Affordable Housing Units for sale and rent provided at a cost above social rent but below market levels which meet the definition of Affordable Housing and may include Shared Ownership and equity products other low cost homes for sale and intermediate rent but not Affordable Rent
"Late Payment Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
"Library Contribution"	forty thousand pounds (£40,000.00) BCIS Indexed
"NHS Contribution"	eight hundred and twenty-two thousand eight hundred and forty pounds (£822,840.00) BCIS Indexed
"Nomination Agreement"	a deed of agreement dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units within the Relevant RM substantially in the form of the draft in the Eighth Schedule (or such other form of agreement which the Council propose and to which the Register Provider agrees)
"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
"Offer to Transfer"	a written notice to be served on the Council or County Council (as the case may be) to be accompanied by an executed transfer (incorporating the terms set out in the relevant part of the Seventh Schedule) in duplicate of the relevant land which may be accepted by the transferee executing the duplicate transfers within 20 Working Days of the date of the

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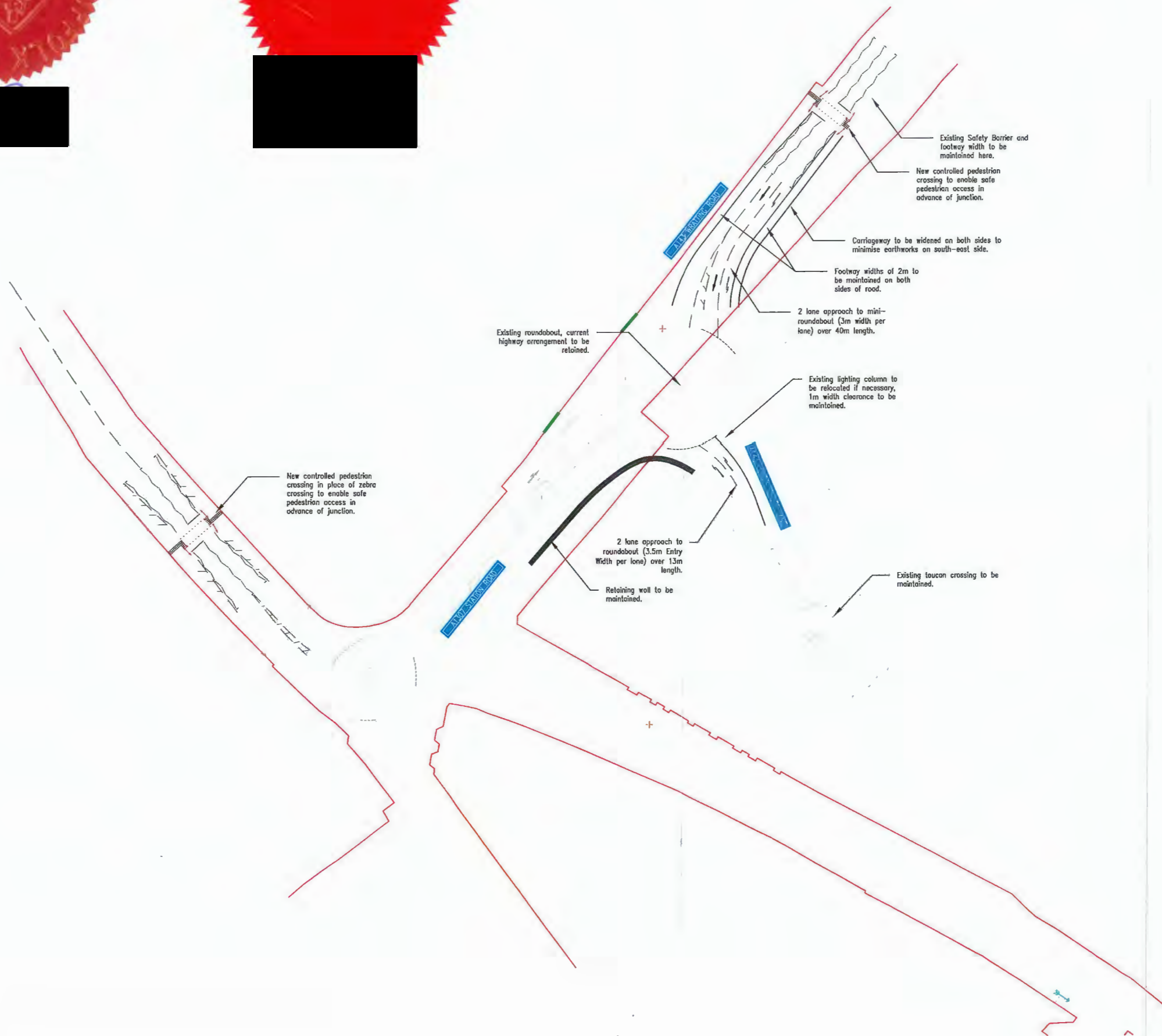


Notes:

1. Do not scale from this drawing.
2. This drawing has been based on survey data provided by a third party. Brookbanks Consulting Ltd cannot be held responsible for the accuracy of this information.
3. The junctions, roundabouts and links have been designed in accordance with the following DMRB standards:
  - TA 23/81: Junctions and Accesses - Determination of Size of Roundabouts and Major-Minor Junctions
  - TD 9/93: Highway Link Design
  - TD 50/04: Design of Signalised Junctions and Roundabouts.
  - TD 54/07: Design of Mini-roundabouts.
5. The markings have been designed in accordance with the Traffic Signs Manual Chapter 5.

KEY:

- Highway Boundary
- Access to Frontage



Rev.	Revision Details	Drawn	Checked	Approved	Date
A	Revisions to lighting column positioning.	MDM	LW	PAB	25.01
For Application				Jan 2017	
Issue Status				Approved	Date
Drawn	MDM	Checked	LW	Date	JAN 2017

**Brookbanks Consulting**

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Hallam Land Management Ltd  
and Mrs Pelly

Great Wilsey Park  
Haverhill

Off-site Mitigation Measures  
A143 and Cangle Junction

Scale at A1	Drawing No.	Rev.
1:500	10173-HL-23	A





5m wide native woodland planting belt to be planted by land owner

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**LEGEND**

- Application Boundary - Total Area 168.34Ha.
- Residential Development Use Class C3 - Total Area 74.75Ha.
- Proposed Extra Care Residential Use Class C2/C3 - Total Area 1.5Ha.  
Total Residential = 2500 units at an average density of 32.7 dph.
- Proposed Green Infrastructure, includes Public Open Space, Equipped Children's Play Areas, Sustainable Drainage (SuDS), Proposed Tree, Hedge and Shrub Planting, Meadow Creation, Wetland, Permissive Paths and Cycleways. - Total Area = 61.89Ha.
- Existing Woodland Planting to be Retained and Brought Under Management.
- Proposed Structural Woodland Planting.
- Proposed Schools - Total Area 4.2Ha (comprising of a 2FE School 2.2Ha and a 1FE School 2.0Ha).
- Mixed-use Local Centre - Total Area 0.6Ha - comprising:  
i. Up to 1,225sqm - use classes A1/2/3/4/5 and D1/2;  
ii. Residential units (included within the 2,500 units above).
- Mixed-use Local Centre - Total Area 1.3Ha - comprising:  
i. Up to 1,225sqm - use classes A1/2/3/4/5 and D1/2;  
ii. Residential units (included within the 2,500 units above);  
iii. Up to 5,600sqm of uses comprising B1 and D1/2 (of which between 450-2,000sqm will be for D1 healthcare uses and up to 3,000sqm will be B1 uses).
- Proposed Community Allotment Gardens - Total Area = 1.5Ha (comprising 1 plot of 0.6Ha and another at 0.9Ha).
- Indicative location for proposed Country Park car park
- Country Park - Total Area 17.8Ha.
- Land for potential expansion of Samuel Ward Academy - Total Area 4.8Ha.
- Existing Hedgerows Retained and Enhanced with Additional Planting.
- Proposed Primary Access from Haverhill Road Via a Proposed New Roundabout.
- Proposed Secondary Access from Chaikstone Way Via a Proposed New Signalised Junction.
- Proposed Country Park Access Coupals Road.
- Indicative Route for Primary Road Infrastructure - Exact Routing of Internal Infrastructure Subject to Agreement.
- Existing Public Rights of Way Retained Along Their Original Alignment and Enhanced.

**PARAMETERS SCHEDULE**

Zone	Zone Area	Density Range	Use Class	Residential Units	Height Storey (Max)	Building Height above existing levels (Max)	Gross Floor Area (sq.m)
A1	2.4ha	25-35 dph	C3	60-84	2.0	8.0m	n/a
A2	5.6ha	25-35 dph	C3	140-198	3.0	12.0m	n/a
A3	4.4ha	20-25 dph	C3	88-110	2.0	8.0m	n/a
A4	1.5ha	n/a	C2/C3	max 120	2.0	8.0m	n/a
A5	3.9ha	20-25 dph	C3	70-88	2.0	8.0m	n/a
A6	0.75ha	35-40 dph	C3	26-30	2.5	9.5m	n/a
A7	4.8ha	25-35 dph	C3	103-144	2.5	9.5m	n/a
A8	7.0ha	35-40 dph	C3	245-280	2.0	8.0m	n/a
A9	2.07ha	30-40 dph	C3	62-83	3.0	12.0m	n/a
A10	10.2ha	20-40 dph	C3	204-408	3.0	12.0m	n/a
A11	3.5ha	30-40 dph	C3	105-140	2.0	8.0m	n/a
A12	11.2ha	25-35 dph	C3	280-392	3.0	12m	n/a
A13	10.4ha	20-30 dph	C3	208-312	2.5	9.5m	n/a
A14	4.3ha	30-35 dph	C3	129-151	3.0	12.0m	n/a
A15	4.0ha	20-30 dph	C3	80-120	2.5	9.5m	n/a
A16	0.63	30-40 dph	C3	18-25	3.0	12m	n/a
B1	2.0ha	n/a	D1	n/a	2.0	8.0m	n/a
B2	2.2ha	n/a	D1	n/a	2.0	8.0m	n/a
C1	0.6ha	n/a	A1/C3/D1	40-60 Flats	3.0	12.0m	c. 1225 (assumes use classes A1/2/3/4/5 and D1/2 first floor only with C3 uses on a first and second floor)
D1	1.3ha	n/a	A1/C3	40-60 Flats	3.0	8.0m	c. 5825 (assumes use classes A1/2/3/4/5 first floor only with C3 uses on a first and second floor and B1 and D1/2 up to two storeys)

Notes: 1. dph = Dwellings per Hectare  
2. ha = Hectare



Hallam Land Management Ltd  
Great Wilsey Park  
Haverhill  
fpcr  
Landuse - Parameters

1:5000 @ A1 SJ/NJE May 2016  
**5055-ES-01 Rev. N**

Director  
Director

notice and returning one part of the completed transfer to the Owner within 2 Working Days of the completion of the transfer with time being of the essence or such other completion arrangements as may be agreed between the Owner and the Council or County Council (as the case may be) and the term "Offered" shall be construed accordingly

"Open Market Dwellings"	those Dwellings that are not Affordable Housing Units
"Parameters Plan"	the plan attached to this Deed and entitled "Landuse - Parameters" and given drawing number 5055-ES-01 Rev N
"Planning Permission"	the outline planning permission subject to conditions as may be granted by the Council pursuant to the Application such planning permission to be substantially in the form of the draft as set out in the Second Schedule
"1st Pre School Contribution"	six hundred and twenty-four thousand one hundred and five pounds (£624,105.00) BCIS Indexed
"2nd Pre School Contribution"	six hundred and twenty-four thousand one hundred and five pounds (£624,105.00) BCIS Indexed
"1 Form Primary School Contribution"	four million three hundred and fifty thousand pounds (£4,350,000.00) BCIS Indexed
"2 Form Primary School Contribution"	six million nine hundred thousand pounds (£6,900,000.00) BCIS Indexed
"1 Form Primary School Land"	2 hectares of land within the Site in the approximate location as shown on the Parameters Plan with the precise location boundaries and dimensions to be determined by the reserved matters approval for that part of the Site to be transferred to the County Council for a primary school

"2 Form Primary School Land"	2.2 hectares of land within the Site in the approximate location as shown on the Parameters Plan with the precise location boundaries and dimensions to be determined by the reserved matters approval for that part of the Site to be transferred to the County Council for a primary school
"Protected Tenant"	<p>any tenant who has:</p> <p>(a) has exercised the right to acquire pursuant to the Housing Act 1996, the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit (as defined in the Third Schedule)</p> <p>(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit</p>
"Registered Provider"	a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by the HCA under Chapter 3 of that Act
"Relevant Highway"	those sections of highway on which the Highway Improvements are to be undertaken
"Relevant RM"	the reserved matters approval pursuant to the Planning Permission for part of the Site which includes approval of Dwellings and which is implemented and the term shall apply to such relevant part of the Site
"Rental Dwelling"	an Affordable Housing Unit which is to be let at an Affordable Rent or Social Rent and is let on the Registered Provider's standard form of letting in accordance with the terms of this Deed by a Registered Provider

"Rights Of Way Contribution"	five hundred thousand pounds (£500,000.00) BCIS Indexed
"Secondary School Contribution"	<p>sums to be calculated in respect of each Relevant RM using the following formula <math>H + F = C</math> where:</p> <p>H is the total number of 2+Bed houses in a Relevant RM multiplied by 0.18 multiplied by £18,335.00 (£18,335.00 to be BCIS Indexed)</p> <p>F is the total number of 2+Bed flats in a Relevant RM multiplied by 0.02 multiplied by £18,335.00 (£18,335.00 to be BCIS Indexed)</p> <p>C is then the contribution for the Relevant RM</p> <p>and for the avoidance of doubt Extra Care Accommodation shall not contribute to H and F</p>
"Secondary 6th Form Contribution"	<p>sums to be calculated in respect of each Relevant RM using the following formula <math>H + F = C</math> where:</p> <p>H is the total number of 2+Bed houses in a Relevant RM multiplied by 0.04 multiplied by £19,907.00 (£19,907.00 to be BCIS Indexed)</p> <p>F is the total number of 2+Bed flats in a Relevant RM multiplied by 0.001 multiplied by £19,907.00 (£19,907.00 to be BCIS Indexed)</p> <p>C is then the contribution for the Relevant RM</p> <p>and for the avoidance of doubt Extra Care Accommodation shall not contribute to H and F</p>
"Shared Ownership"	where the purchaser buys an initial share in the property from the housing provider who retains the remainder and may charge a rent with the purchaser being able to purchase additional shares (staircasing) and the payment for this is recycled for more Affordable Housing
"Shared Ownership Lease"	a lease of a Shared Ownership Dwelling substantially in the form of the HCA's model

	shared ownership lease
"Site"	the land described in the First Schedule against which this Deed may be enforced and as shown edged red for identification purposes only on the Site Plan in the First Schedule
"Social Rent"	Social rented housing is owned by local authorities and private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008) for which guideline target rents are determined through the national rent regime and it may also be owned by other persons and provided under equivalent rental arrangements to the above as agreed with the Council or with the Homes and Communities Agency
"Speed Limit Contribution"	Ten thousand pounds (£10,000.00) BCIS Indexed
"Sports Pitch Contribution"	Three hundred thousand pounds (£300,000.00) BCIS Indexed
"100% Staircaser"	a lessee under a Shared Ownership Lease who has exercised his or her right under that Shared Ownership Lease to purchase 100% of the equity in his or her dwelling
"Temporary Classroom Contribution"	two hundred and fifty thousand pounds (£250,000.00) BCIS Indexed
"Tenure Mix"	the tenure mix of the Affordable Housing units being 80% Rental Dwellings and 20% Intermediate Dwellings unless otherwise agreed with the Council
"Travel Plan Contribution"	one thousand pounds (£1,000.00) BCIS Indexed per annum paid at first Occupation of the first Dwelling and again on each anniversary of first payment until the 14 <sup>th</sup> such anniversary or until the Completion of Development (whichever is the earlier)

"Waste Contribution" one hundred and twenty-seven thousand five hundred pounds (£127,500.00) BCIS Indexed

"Working Days" Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England

## 2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.4 Wherever 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 unless the context indicates otherwise include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council and or the County Council their successors to their respective statutory functions
- 2.7 References to a "Site Plan" and "Parameters Plan" in this Deed shall be references to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed between the Owner the Council and the County Council
- 2.8 The obligations in this Deed will not be enforceable (SAVE in respect of paragraph 1.7 of Third Schedule dealing with Affordable

Housing which shall be enforceable in respect of the relevant Affordable Housing Units) against

- 2.8.1 any individual person who is the owner and/or an occupier for residential purposes of a Dwelling or any mortgagee of such a Dwelling
  - 2.8.2 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunications services or public transport services
  - 2.8.3 any person to whom the Registered Provider grants a Shared Ownership Lease or any successor in title to any such person and who has acquired all of the beneficial interest in their Dwelling, a tenant exercising any right to acquire under a purchase grant scheme or right to buy or similar right conferred by statute or any successor in title to such person
  - 2.8.4 any mortgagee of a tenant or person to whom the Registered Provider has granted a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgage or receiver
  - 2.8.5 any owner or lessee of a Commercial Unit or any chargee of a Commercial Unit
  - 2.8.6 any person who has an interest in the Site only by way of an easement
- 2.9 The Affordable Housing obligations within the Third Schedule shall not be binding on:
- 2.9.1 a Protected Tenant
  - 2.9.2 a 100% Staircaser
  - 2.9.3 a mortgagee of a Shared Ownership Lease or shared equity lease lawfully exercising the mortgage protection provision within that lease
  - 2.9.4 a Chargee of the whole or any part of the Affordable Housing Units or any persons deriving title through such mortgagee or Chargee or receiver PROVIDED THAT:
    - 2.9.4.1 such mortgagee or Chargee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units 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 Housing Units 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

2.9.4.2 if such disposal has not completed within the three month period the mortgagee, Chargee or receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing obligations within the Third Schedule which provisions shall determine absolutely in respect of those Dwellings

2.9.5 any person or body deriving title through any of the parties referred to in clauses 2.9.1 to 2.9.4 above

2.10 The headings are for reference only and shall not affect construction

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

### 3. **LEGAL BASIS**

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

3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable as set out in this Deed by the Council (in respect of those covenants made by the Owner with the Council) and the County Council (in respect of those covenants made by the Owner with the County Council) as local planning authorities against the Owner and her successors in title

3.3 This Deed shall only be capable of being varied by a supplemental deed between the Parties hereto or their respective successors in title or assigns made under section 106A of the Act

### 4. **CONDITIONALITY**

4.1 This Deed is conditional upon:



4.1.1 the grant of the Planning Permission and

4.1.2 the Commencement of Development

SAVE FOR the provisions of this clause and clauses 7.2 7.3 7.4 7.5 7.8 7.9 7.10 7.11 7.15 9 12 14 15 18 19 20 and 21 which shall come into effect immediately upon completion of this Deed

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

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

4.2.2 if following the conclusion of such proceedings or challenge the Planning Permission is quashed this Deed will cease to have any further effect and

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

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

4.3.1 proceedings by way of judicial review are concluded:

4.3.1.1 when permission to apply for judicial review has been refused and no further application can be made

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

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

4.3.2 proceedings under Section 288 of the Act are concluded:

4.3.2.1 when the court has given judgement in the matter and the time for making an appeal expires without an

appeal having been made or permission to appeal is refused or

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

**5. THE OWNER'S COVENANTS**

- 5.1 The Owner covenants with the Council as set out in the Third Schedule
- 5.2 The Owner covenants with the County Council as set out in the Fourth Schedule

**6. THE COUNCIL'S AND THE COUNTY COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Owner as set out in the Fifth Schedule
- 6.2 The County Council covenants with the Owner as set out in the Sixth Schedule

**7. MISCELLANEOUS**

- 7.1 The Owner shall act in good faith and shall co-operate both with the Council and the County Council to facilitate the discharge and performance of all obligations contained herein
- 7.2 The Developer agrees declares and covenants to pay to the Council on completion of this Deed the proper and reasonable legal costs of the Council incurred in the negotiation preparation and execution and completion of this Deed
- 7.3 The Developer agrees declares and covenants to pay to the County Council on completion of this Deed the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution and completion of this Deed
- 7.4 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.5 This Deed shall be registerable as a local land charge by the Council
- 7.6 Where an approval agreement consent or expression of satisfaction or a subsequent deed is required by the Owner from either the Council or County Council under the terms of this Deed such approval or agreement or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the Council by the Assistant Director of Growth or officer acting under

his/her hand and on behalf of the County Council by the Interim Director of Growth, Highways and Infrastructure (or duly appointed successor) or officer acting under his/her hand

- 7.7 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.8 Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.9 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 expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
- 7.10 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 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 Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it
- 7.11 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
- 7.12 The Owner agrees that any rights to claim compensation in respect of any diminution in value of the Site arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived
- 7.13 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority

- 7.14 The Owner covenants and warrants to the Council and the County Council that she has full power to enter into this Deed and there is no other person (apart from the Developer) having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein
- 7.15 In the event that that the Council shall at any time hereafter grant a planning permission pursuant to an application under Section 73 of the Act in respect of the conditions relating the Planning Permission (and for no other purpose whatsoever) or a non-material amendment is made pursuant to Section 96A of the Act references in this Deed to the Application and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid in this Deed shall henceforth take effect and be read and construed accordingly so that the planning obligations in this Deed shall apply to development under such subsequent planning permissions
- 7.16 The Owner agrees declares and covenants to pay to the Council on Commencement of Development the reasonable monitoring fee in the sum of £23,970.00

8. **WAIVER**

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

9. **CHANGE IN OWNERSHIP**

The Owner agrees with the Council and the County Council to give each of them independently written notice of any transfer in ownership of any freehold interests in the Site occurring before all the positive obligations under this Deed have been discharged such notice to be served within twenty one (21) days of such transfer and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like or the transfer of individual Commercial Units

10. **INDEXATION**

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

10.1 A is the sum payable under this Deed

10.2 B is the original sum calculated as the sum payable

10.3 C is the BCIS Index for the quarter most recently published before the date on which the sum is payable

10.4 D is the BCIS Index for the quarter most recently published before the date of this Deed and

10.5 C/D is greater than 1

11. **INTEREST**

If any payment due to the Council and/or the County Council under this Deed is not paid on the due date Late Payment Interest will be payable from the due date to the date payment is received.

12. **RIGHT OF ENTRY**

At all times on not less than twenty-four (24) hours written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of either or both of the 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 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)

12.2 such entry shall be effected between 08.00 and 17.00 on any day

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

- 12.4 such employee or agent may take photographs measurements and levels
- 12.5 such employee or agent may not remain on the Site for no longer than is reasonably necessary for carrying out a proper inspection and
- 12.6 such employee or agent and any other accompanying persons shall comply with the Owner or the Owner's representative's reasonable directions and precautions in the interests of safety
- 12.7 such employee or agent may not enter the curtilage of an Occupied Dwelling

13. **VAT**

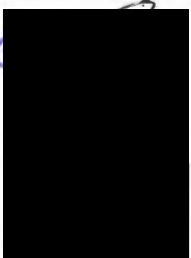
All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

14. **NOTICES**

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

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

The Council	The Assistant Director of Growth District Offices College Heath Road Mildenhall Suffolk IP28 7EY
The County Council	The Interim Director of Growth, Highways and Infrastructure (or duly appointed successor) Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX
The Owner	Mrs HJ Pelly Great Wilsey Farm <del>Wilsey Road</del> Little Wratting Suffolk CB9 7TB



The Developer	Hallam Land Management Limited Banner Cross Hall Ecclesall Road South Sheffield S11 9PD
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- 14.3 Any notice or other written communication to be given by either the Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council or the County Council by a duly authorised officer of the Council or the County Council as appropriate
- 14.4 The Owner covenants to inform the Council and the County Council by way of written notice within seven (7) days following:
- 14.4.1 Commencement of Development
  - 14.4.2 Occupation of the first (1st) Dwelling
  - 14.4.3 Occupation of the 50<sup>th</sup>, 100<sup>th</sup>, 200<sup>th</sup>, 300<sup>th</sup> (and so on) every one hundred occupations (here meaning a separate notice at every 100 occupations)
  - 14.4.4 the point at which 40% and 80% of the Dwellings and Open Market Dwellings in each Relevant RM are Occupied (here meaning a separate notice in each case)
  - 14.4.5 Completion of Development

15. **DISPUTE RESOLUTION**

- 15.1 Any dispute or difference of any kind whatsoever arising between any or all of the Parties out of or in connection with this Deed (including without limitation any question regarding its existence validity or termination) which cannot be resolved by prior agreement between the parties to the dispute or difference ("the Dispute Parties" shall be referred to determination before a single expert (the "Expert") acting as an expert and not as an arbitrator
- 15.2 The Dispute Parties shall jointly appoint the Expert not later than twenty eight (28) days after service of a request in writing by any Dispute Party to do so
- 15.3 If the Dispute Parties are unable to agree within twenty eight (28) days as to the appointment of such Expert then the Expert shall be appointed on the application of any of the Dispute Parties as follows:
- 15.3.1 where the difference or question relates to the rights and liabilities of any Dispute Party or to the terms or conditions

embodied in the Deed or document appertaining to the Deed it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society

15.3.2 where the 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

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

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

15.4 In the event of a reference to determination by expert the Dispute Parties agree to:

15.4.1 prosecute any such reference expeditiously and

15.4.2 do all things or take all steps reasonably necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable

15.5 The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the conclusion of the exchange of written submissions or hearing (if necessary)

15.6 The award shall be final and binding on the Dispute Parties and on any persons claiming through or under them and in the absence of manifest error and any costs shall be payable by the Dispute Parties in such proportion as the Expert shall determine and failing such determination shall be borne by the Dispute Parties in equal shares

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



15.8 The provisions of this clause shall not affect the ability of the 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

16. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED**

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

17. **APPROVALS**

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

18. **COMMUNITY INFRASTRUCTURE LEVY**

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

19. **CONSENT OF DEVELOPER**

The Developer acknowledges that the Owner has entered into this Deed with its consent and that the Site is bound by the obligations contained in this Deed PROVIDED THAT the Developer shall not be bound by any of the obligations (other than clause 7.2 and 7.3) unless and until it becomes a successor in title to the Owner

20. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales

21. **DELIVERY**

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

**In witness whereof the Parties hereto have executed this Deed on the day and year first before written**

**THE COMMON SEAL OF** )

**ST. EDMUNDSBURY BOROUGH COUNCIL** )

was affixed in the presence of: )

[Redacted]  
Authorized Officer



**THE COMMON SEAL OF** )

**SUFFOLK COUNTY COUNCIL** )

was affixed in the presence of: )

[Redacted]  
Authorized Officer



**SIGNED AS A DEED BY** )

**HELEN JOSEPHINE PELLY** )

Signature of witness

Name of witness

Address

**EXECUTED AS A DEED BY** )

**Affixing the Common Seal of** )

**HALLAM LAND MANAGEMENT LIMITED** )

in the presence of: )

Director

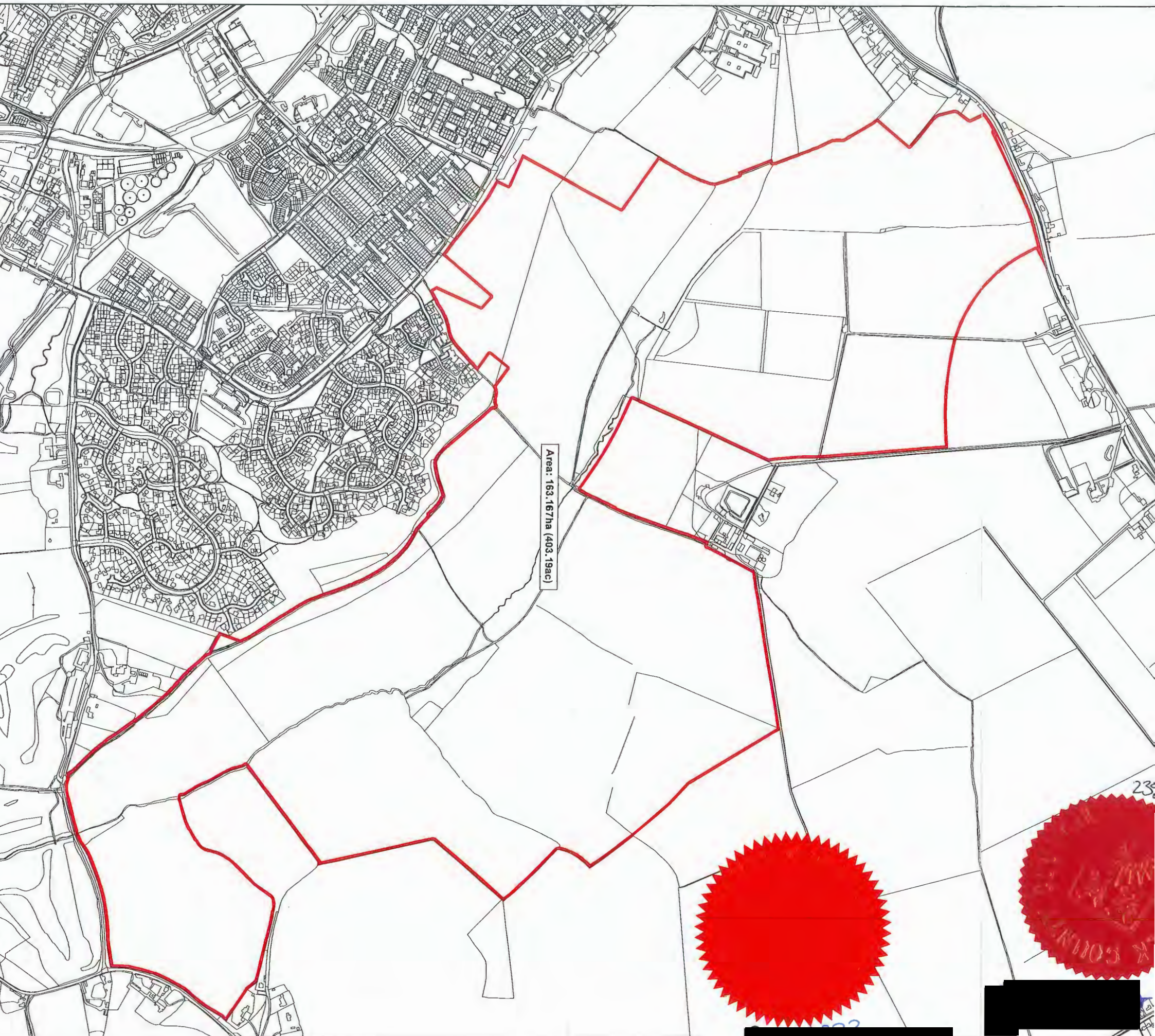
Director/Secretary



**FIRST SCHEDULE**

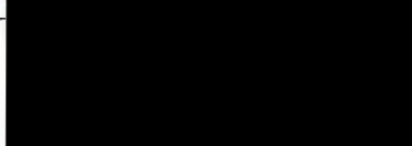
**The Land** shown for identification purposes edged red in the Site Plan comprising of the Owner's land registered with the Land Registry under title number SK31515 SK117116 SK321438 and SK71279

**Site Plan**



Area: 163.167ha (403.19ac)

23



**SECOND SCHEDULE**  
**DRAFT PLANNING PERMISSION**

# St. Edmundsbury Borough Council

Application No: DC/15/2151/OUT

## AGENT

Bidwells LLP  
C/O Miss Marcia Whitehead  
Trumpington Road  
Cambridge  
Cambridgeshire  
CB2 9LD

## APPLICANT

Hallam Land Management Limited  
And Mrs H J Pelly  
C/O Bidwells LLP  
Trumpington Road  
Cambridge  
Cambridgeshire  
CB2 9LD

Date Registered: 22 October 2015

Date of Decision: 10 October 2017

## Town and Country Planning Act 1990

### Town & Country Planning (Development Management Procedure) (England) Order 2015

**Proposal: Outline Application (Means of Access to be considered) - Residential development of up to 2,500 units (within use classes C2/C3); two primary schools; two local centres including retail, community and employment uses (with use classes A1/A2/A3/A4/A5, B1 and D1/D2; open space; landscaping and associated infrastructure**

**Location: Great Wilsey Park, Wilsey Road, Little Wratting, Suffolk,**

**OUTLINE** permission is hereby **GRANTED** by the Council as Local Planning Authority for the purpose of the above Act and Orders for development in complete accordance with the application shown above, the plans and information contained in the application, and subject to compliance with the following condition(s) and the submission of 'Reserved Matters':

- 1 No development shall be commenced within any individual phase until details of the access, appearance, landscaping, layout, parking and scale (hereinafter called 'the reserved matters') relating to that phase or reserved matters have been submitted to and approved in writing by the local planning authority. The development of each phase shall be carried out in accordance with the approved 'reserved matters'.

a) The first application for the approval of reserved matters shall be made to

the Local Planning Authority no later than five years from the date of this permission.

b) The commencement of each phase pursuant to this outline planning permission shall begin before the expiration of two years from the date of the last reserved matter of that phase to be approved.

c) Application(s) for approval of all the reserved matters shall be made to the Local Planning Authority before the expiration of 15 years from the date of this permission.

Reason: To conform with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 2 The first submission of details referred to in condition 1 above shall include details of a strategic approach to the planning, implementation and phasing of the public realm in association with the development parcels, which shall include (but not be limited to) open spaces, strategic landscaping, footpaths, strategic ecological measures including identification of features sensitive to light, treatment of the Stour Brook, and drainage. The phasing strategy should demonstrate how features will be delivered commensurate with the individual development parcels.

Reason: To ensure a co-ordinated and harmonious integration of the public realm to reflect the delivery of the built development.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:

Red Line Plan 5055-PL-01 B  
Building Heights Parameter Plan 5055-ES-03 A  
Building Heights Parameter Plan Alternative 5055-ES-03 E  
Density Parameter Plan 5055-ES-02  
Density Parameter Plan Alternative 5055-ES-02 D  
Land Use Parameter Plan dwg no 5055-ES-01 rev N  
Land Use Parameter Plan Alternative dwg no 5055-ES-01 rev O  
Road Hierarchy Parameter Plan 5055-ES-04 A  
Road Hierarchy Parameter Plan Alternative 5055-ES-04 F  
Public Rights of Way Parameter Plan 5055-ES-05 A  
Public Rights of Way Parameter Plan Alternative 5055-ES-05 F  
Chalkstone Way Access Plan Original 10173 HL 02 J  
Chalkstone Way Access Plan Alternative 10173-HL-19 B  
Chalkstone Way Footpath 10173-HL-22D  
Haverhill Road Access Plan 10173-HL-04 I  
Car Park Access 10173-HL-20  
Off Site Highway Works Plans:  
A143 Lords Croft Lane 10173-HL-23 A



A1017 A1307 10173-HL-12 E  
Withersfield Road Queens Street 10173-HL-10 B  
A143 Manor Road 10173-HL-09 B  
Chalkstone Way Wratting Road 10173-HL-11 B

Reason: To ensure the satisfactory development of the site.

- 4 Any reserved matters planning application shall be supported by further supplementary ecological surveys to inform the preparation and implementation of corresponding phases of ecological measures required by the Environmental Statement. The supplementary surveys shall be of an appropriate type for the habitats and/or species affected by the proposals and survey methods shall follow national good practice guidelines.

Reason: To ensure that wildlife habitats and protected species are not affected adversely by the development.

- 5 No individual dwelling hereby approved shall be occupied until the optional requirement for water consumption (110 litres use per person per day) in Part G of the Building Regulations has been complied with for that dwelling.

Reason: To improve the sustainability of the dwellings in accordance with policy DM7 of the Joint Development Management Policies (2015)

- 6 No development shall commence within any phase or reserved matters application until a scheme for the storage of refuse and the provision of recycling facilities for that phase or reserved matters application have been submitted to and approved in writing by the Local Planning Authority. The approved refuse storage and recycling facilities shall be provided in their entirety and been made available for use prior to the dwelling/s to which it relates being first occupied. Thereafter these facilities shall be retained in accordance with the approved details and continue to be available for use unless the prior written consent of the Local Planning Authority is obtained for any variation to the approved details.

Reason: To ensure the incorporation of waste storage and recycling arrangements

- 7 No development shall commence within any phase or reserved matters application until a Landscape and Ecological Management Plan (LEMP) for that phase or reserved matters application has been submitted to and approved in writing by the local planning authority. The content of the LEMP shall include the following.
- a) Description and evaluation of features to be managed including all new and existing woodland and coppiced areas, tree and shrub belts, field margin

compensatory habitat, new and existing hedgerows and gapping up of existing areas of grassland, meadow and hedgerow margins with intended management regimes, those parts of the site that contain notable plant species recorded on the site, watercourse margins, attenuation ponds and associated features.

- b) Ecological constraints on site and how these influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organisation responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.
- i) Strategy for the provision of information about sensitive habitats through a variety of outlets such as interpretation boards, new resident information packs.

The management plan for the existing Great Field Plantation woodland must include monitoring of public use of the woodland such that the design of pathways, fencing, hedging and other management operations are iterative, with the aim that the woodland design reflects the needs of the new community. Control of litter and dog waste (within normal refuse collection) can be part of this iterative process. The management plan should identify areas for coppicing to encourage understorey development.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured and 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 details.

The development shall be undertaken in accordance with the approved LEMP. All elements of the mitigation strategy shall be implemented in accordance with the approved details.

Reason: To ensure the satisfactory development of the site and that wildlife habitats and protected species are not affected adversely by the development.

- 8 No development shall commence within any phase or reserved matters application until there has been submitted to and approved in writing by the Local Planning Authority a scheme of soft landscaping for that particular phase or reserved matters application drawn to a scale of not less than 1:200

and a programme for its delivery. The soft landscaping details shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants noting species, plant sizes and proposed numbers/ densities; method of protection; a statement explaining how the proposals deliver the objectives of the Landscape and Ecological Management Plan. The approved scheme of soft landscaping works shall be implemented in accordance with the agreed programme. Any planting removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season thereafter with planting of similar size and species unless the Local Planning Authority gives written consent for any variation.

The development shall be undertaken in accordance with the approved scheme.

Reason: To enhance the appearance of the development.

- 9 No development shall commence within any phase or reserved matters application until details of the following, for that particular phase or reserved matters application, drawn to a scale of not less than 1:200 have been submitted to and approved in writing by the Local Planning Authority:
1. Existing and proposed ground levels. For attenuation ponds, existing and proposed ground levels and anticipated levels for: embayments, spits, smaller ponds and scrapes, reed and marshland habitats.
  2. The position and depth of all services to be laid, constructed or installed (including drains, cables, pipes, sewers and soakaways). Where this information is not available the site plan shall be marked up to show all routes available for this use and those areas not marked in this way shall be excluded from this use.
  3. The position and depth of construction of all hard surfaces including roads, footpaths, driveways, hardstanding and patios.
- The development shall be carried out in accordance with the approved details.

The development shall be undertaken in accordance with the approved scheme.

Reason: To ensure that the most important and vulnerable trees and hedges are adequately protected during the period of construction and to ensure that adequate provision is made for the planting and establishment of new trees and habitats.

- 10 Details of the local centres shall include a noise impact assessment and any mitigation measures necessary to control noise from activities within the buildings and by deliveries, plant and ventilation systems. Such details shall be submitted to and approved by the local planning authority and

implemented before the use to which it relates is first commenced.

Reason: To ensure that the residential development is protected from proposed noise sources.

- 11 Details of the schools shall include a noise impact assessment and any mitigation measures necessary to control noise from activities within the buildings and by deliveries, plant and ventilation systems. Such details shall be submitted to and approved by the local planning authority and implemented before the use to which it relates is first commenced.

Reason: To ensure that the residential development is protected from proposed noise sources.

- 12 No development shall take place within any phase or reserved matters application, including any works of demolition, until a Construction Method Statement for that particular phase or reserved matters application has been submitted to, and approved in writing by, the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- i. the parking of vehicles of site operatives and visitors
- ii. loading and unloading of plant and materials
- iii. site set-up including arrangements for the storage of plant and materials used in constructing the development and the provision of temporary offices, plant and machinery
- iv. the erection and maintenance of security hoarding including external safety and information signage, interpretation boards, decorative displays and facilities for public viewing, where appropriate
- v. wheel washing facilities
- vi. measures to control the emission of dust and dirt during construction
- vii. a scheme for recycling/disposing of waste resulting from demolition and construction works
- viii. hours of construction operations including times for deliveries and the removal of excavated materials and waste
- ix. noise method statements and noise levels for each construction activity including piling and excavation operations,
- x. access and protection measures around the construction site for pedestrians, cyclists and other road users including arrangements for diversions during the construction period and for the provision of associated directional signage relating thereto.
- xi. surface water management plan detailing how surface water and storm water will be managed on the site during construction.
- xii. identification of biodiversity, hedge and tree protection zones, use of protective fences, exclusion barriers and warning signs.
- xiii. Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts on habitats and species during

construction (this may be provided as a set of method statements).

xiv The location and timing of sensitive works to avoid harm to biodiversity features including, but not exclusively site clearance.

xv The times during construction when specialist ecologists need to be present on site to oversee works. Responsible persons and lines of communication and the role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.

Reason: To ensure the satisfactory development of the site and to protect biodiversity and the amenity of occupiers of adjacent properties from noise and disturbance.

- 13 Prior to the commencement of development, a Strategy for the mixed use local centre of 1.3ha as shown on the approved Landuse Parameter Plan 5055-ES-01 rev N or alternative drawing 5055-ES-01 rev O shall be submitted to the local planning authority and no dwelling shall be occupied until the Strategy has been approved in writing by the Local Planning Authority; such Strategy to include:  
The maximum and minimum non-residential floorspace to be created  
The mix of uses to be permitted in each local centre  
A marketing strategy including the details of the marketing campaign, the particulars to be used, the length of the campaign and the fall-back position in the event that any floorspace is left unlet. (See Note 5)

Reason: To ensure the satisfactory development of the site and deliver a range of services to establish sustainable communities.

- 14 Prior to the first occupation of the 1000<sup>th</sup> residential unit, a Strategy for the mixed use local centre of 0.6ha as shown on the approved Landuse Parameter Plan 5055-ES-01 rev N or alternative drawing 5055-ES-01 rev O shall be submitted to the local planning authority and no more than 1,099 dwellings shall be occupied until the Strategy has been approved in writing by the Local Planning Authority; such Strategy to include:  
The maximum and minimum non-residential floorspace to be created  
The mix of uses to be permitted in each local centre  
A marketing strategy including the details of the marketing campaign, the particulars to be used and the length of the campaign  
The fall-back position in the event that any floorspace is left unlet. (See Note 5)

Reason: To ensure the satisfactory development of the site and deliver a range of services to establish sustainable communities.

- 15 No development shall commence within any phase or reserved matters application until an Open Space and Play Strategy for that phase or reserved matters application has been submitted to and approved in writing by the Local Planning Authority; such strategy shall include:

Implementation, maintenance and management of the open space and play areas.

Reason: To ensure the satisfactory development of the site.

- 16 The Open Space and Play Strategy submitted in pursuance of condition 15 above shall be fully laid out and completed prior to 80% occupation of the phase or reserved matters submission to which it relates and thereafter be maintained in perpetuity.

Reason: To ensure the satisfactory development of the site and delivery of essential infrastructure.

- 17 Notwithstanding the requirements of condition 2 above the Country Park shown on the approved Landuse Parameter Plan 5055-ES-01 rev N shall be laid out, completed and made available for use prior to the first occupation of the 1,500<sup>th</sup> residential unit in accordance with such details as shall be approved as part of an application for reserved matters consent.

Reason: To ensure the satisfactory development of the site and delivery of essential infrastructure.

- 18 Notwithstanding the requirements of condition 2 above the landscape planting to the northern site boundary where it adjoins residential parcels A10, A11, A12 and A13 shown on the approved Landuse Parameter Plan 5055-ES-01 rev N shall be laid out and completed prior to the first occupation of the 450<sup>th</sup> residential unit in accordance with such details as shall be approved as part of an application for reserved matters consent.

Reason: To ensure the satisfactory development of the site and delivery of essential infrastructure.

- 19 Notwithstanding the requirements of condition 2 above allotment area E1 of 0.6ha shown on the approved Landuse Parameter Plan 5055-ES-01 rev N shall be laid out, completed and made available for use prior to the first occupation of the 600<sup>th</sup> residential unit in accordance with such details as shall be approved as part of an application for reserved matters consent.

Reason: To ensure the satisfactory development of the site and delivery of essential infrastructure.

- 20 Notwithstanding the requirements of condition 2 above allotment area E2 of 0.9ha shown on the approved Landuse Parameter Plan 5055-ES-01 rev N shall be laid out, completed and made available for use prior to the first occupation of the 1,500<sup>th</sup> residential unit in accordance with such details as shall be approved as part of an application for reserved matters consent.

Reason: To ensure the satisfactory development of the site and delivery of essential infrastructure.

- 21 No part of the relevant development phase or reserved matters application shall be commenced until the proposed junction improvements at the north-western site access junction with the A143, generally as shown on drawing number 10173-HL-04 Rev. L have been completed. The approved access junction shall be laid out and constructed in its entirety prior to any other part of the development phase or reserved matters application taking place. Thereafter, the access shall be retained in its approved form.

Reason: To ensure that the access is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety.

- 22 No part of the relevant development phase or reserved matters application shall be commenced until the proposed junction improvements at the southern site access junction with Chalkstone Way, generally as shown on either the original drawing number 10173-HL-02-J or the alternative drawing number 10173-HL-19-B have been completed. The approved access junction shall be laid out and constructed in its entirety prior to any other part of the development phase taking place. Thereafter, the access shall be retained in its approved form.

Reason: To ensure that the access is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety.

- 23 No part of the Country Park shall be commenced until the proposed junction improvements at the south-eastern site access junction with Coupals Road, generally as shown on drawing number 10173-HL-20 have been completed. The approved access junction shall be laid out and constructed in its entirety prior to any other part of the development phase taking place. Thereafter, the access shall be retained in its approved form.

Reason: To ensure that the access is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety.

24 No part of the relevant development phase shall be commenced until details of the required footway on the north side of Chalkstone Way have been submitted to and approved in writing by the Local Planning Authority. The approved footway shall be laid out and constructed in its entirety prior the southern access to Chalkstone Way (see condition 23 above) being first brought into use. In the event that the alternative Chalkstone way access is constructed pursuant to condition 23 above, no part of the relevant development phase shall be commenced until the approved footway shown on drawing number 10173-HL-22 RevD has been laid out and constructed in its entirety prior the southern access to Chalkstone Way being first brought into use.

Reason: to ensure that the Chalkstone Way site access has sufficient connectivity to schools and other local infrastructure in the interests of highway safety.

25 All HGV traffic movements to and from the site for the duration of the construction period shall be subject to a Construction Traffic Management Plan which shall be submitted to the local planning authority for approval a minimum of 28 days before any deliveries of materials commence. This plan will require adequate wheel washing measures to avoid mud and detritus being brought onto the carriageway during the construction phase.

Reason: To reduce and/or remove as far as is reasonably possible the effects of HGV traffic in sensitive areas.

26 No dwelling shall be occupied until the carriageways and footways serving that dwelling have been constructed to at least binder course level or better in accordance with the approved details except with the written agreement of the Local Planning Authority.

Reason: To ensure that a satisfactory access is provided for the safety of residents and the public.

27 The alignment of the primary route linking the two access points (A143 and Chalkstone Way) shall be constructed to wearing course level prior to opening to the public as it serves a 'through traffic route' function.

Reason: To ensure that a satisfactory access is provided for the safety of residents and the public.

28 No development shall commence within any phase or reserved matters application until details of the areas to be provided for the manoeuvring and parking/garaging of vehicles including secure cycle storage, related to that phase or reserved matters application, have been submitted to and approved



in writing by the Local Planning Authority. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development Order 2015 as amended (or any Order revoking and re-enacting that Order)), the floorspace shown within the curtilage of any dwelling for the purpose of garaging and/or car parking shall be retained solely for the garaging and/or parking of private motor vehicles and for ancillary domestic storage incidental to the enjoyment of the associated dwelling and shall be used for no other purpose.

Reason: To ensure the provision and long term maintenance of adequate on-site space for the parking and manoeuvring of vehicles, and ensure that on-street parking and manoeuvring is not detrimental to highway safety.

- 29 No development apart from enabling works agreed in writing by the Local Planning Authority shall commence on the identified school sites until the travel arrangements to and from the relevant school site in the form of a School Travel Plan, including monitoring provisions has been submitted to and approved in writing by the Local Planning Authority. Thereafter, all such measures as may be included in the approved plan shall be put into place and operated at all times in respect of each school site.

Reason: To promote sustainable means of travel in accordance with the NPPF, policies CS2, CS3 & CS7 of the St Edmundsbury Core Strategy (2010) and policies DM2, DM22 and DM45 of the Joint Development Management Policies Document. This condition requires matters to be agreed with the reserved matters submission/s and prior to commencement to ensure appropriate travel planning measures are agreed at an early stage and that the approved travel plan is implemented when the relevant school is occupied.

- 30 Any submission of reserved matters pursuant to the requirements of condition 1 of this outline planning permission that includes Use Class C3 dwellings and flats shall include, for the approval in writing of the local planning authority, details of the travel arrangements to and from the site for residents of the dwellings and flats, in the form of a Travel Plan. The Travel Plan shall include details of how it will be periodically reviewed, monitored and, if necessary, updated by the applicant, developer or other nominated party through its defined lifespan, including the party or parties responsible for independently overseeing the monitoring process. No dwelling or flat within the relevant reserved matters site shall be occupied until the Travel Plan has been agreed. The approved Travel Plan measures shall be implemented in accordance with a timetable that shall be included in the Travel Plan and shall thereafter adhered to in accordance with the approved Travel Plan. (See Note 6)

Reason: To promote sustainable means of travel in accordance with the NPPF, policies CS2, CS3 & CS7 of the St Edmundsbury Core Strategy (2010)

and policies DM2, DM22 and DM45 of the Joint Development Management Policies Document. This condition requires matters to be agreed with the reserved matters submission/s and prior to commencement to ensure appropriate travel planning measures are agreed at an early stage and that the approved travel plan is implemented when the first dwellings and flats are occupied.

- 31 Any submission of reserved matters pursuant to the requirements of condition 1 of this outline planning permission that includes employment uses shall include, for the approval in writing of the local planning authority, details of the travel arrangements to and from the site for employees of the businesses, in the form of a Workplace Travel Plan. The Travel Plan shall include details of how it will be periodically reviewed, monitored and, if necessary, updated by the applicant, developer or other nominated party through its defined lifespan, including the party or parties responsible for independently overseeing the monitoring process. No employment use shall commence or building be occupied within the relevant reserved matters site until the Travel Plan has been agreed. The approved Travel Plan measures shall be implemented in accordance with a timetable that shall be included in the Travel Plan and shall thereafter adhered to in accordance with the approved Travel Plan. (See Note 7)

Reason: To promote sustainable means of travel in accordance with the NPPF, policies CS2, CS3 & CS7 of the St Edmundsbury Core Strategy (2010) and policies DM2, DM22 and DM45 of the Joint Development Management Policies Document. This condition requires matters to be agreed with the reserved matters submission/s and prior to commencement to ensure appropriate travel planning measures are agreed at an early stage and that the approved travel plan is implemented.

- 32 No more than five hundred and one (501) dwellings shall be occupied until the proposed junction improvements at Chalkstone Way with Wratting Road, generally as shown on drawing 10173-HL-11 Rev. B have been completed.

Reason: To ensure that the highways impacts of the scheme are adequately mitigated in road safety and traffic capacity terms.

- 33 No more than five hundred and one (501) dwellings shall be occupied until the proposed junction improvements at Manor Road with Ehringshausen Way, generally as shown on drawing 10173-HL-09 Rev. B have been completed.

Reason: To ensure that the highways impacts of the scheme are adequately mitigated in road safety and traffic capacity terms.

- 34 No more than eight hundred and seventy six (876) dwellings shall be

occupied until the proposed junction improvements at A1307 junction with Hales Barn Road Roundabout, generally as shown on drawing 10173-HL-10 Rev. B have been completed.

Reason: To ensure that the highways impacts of the scheme are adequately mitigated in road safety and traffic capacity terms.

- 35 No more than five hundred and one (501) dwellings shall be occupied until the proposed junction improvements at A1307 junction with A1017 Roundabout, generally as shown on drawing 10173-HL-12 Rev. E have been completed.

Reason: To ensure that the highways impacts of the scheme are adequately mitigated in road safety and traffic capacity terms.

- 36 No development shall commence within a phase or reserved matters application until a scheme for the provision of fire hydrants within that phase or reserved matters application has been submitted to and approved in writing by the Local Planning Authority. The fire hydrants shall be provided in accordance with the approved scheme and thereafter be retained in their approved form.

Reason: To ensure the adequate supply of water for fire fighting/community safety

- 37 No phase or reserved matters application shall be commenced until a foul water strategy, including a timetable for implementation, for that particular phase or reserved matters application has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as specified in the approved scheme and thereafter the scheme shall be managed and maintained in accordance with the approved details.

Reason: To ensure a satisfactory method of foul drainage and to prevent environmental and amenity problems.

- 38 No development shall take place within any phase or reserved matters application until details of the implementation, maintenance and management of the sustainable urban drainage scheme for that particular phase or reserved matters application have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented at such time(s) as may be specified in the approved scheme and thereafter the scheme shall be managed and maintained in accordance with the approved details. Those details shall include:
- i. a timetable for its implementation, and
  - ii. a management and maintenance plan for the lifetime of the

development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable urban drainage scheme throughout its lifetime.

Reason: To reduce the risk of flooding.

- 39 (1) Within any phase, no works on site involving any ground disturbance shall commence until the developer has first carried out a further programme of archaeological work in accordance with a Written Scheme of Investigation for that particular phase which first shall have been submitted to and approved in writing by the Local Planning Authority.

The Written Scheme of Investigation shall include an assessment of significance and research questions; and:

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development.

(2) The site investigation and post investigation assessment shall be completed and submitted to and approved by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under part 1 of this condition. Provision shall be made for analysis, publication and dissemination of results and archive deposition prior to the first occupation of any building hereby approved within the relevant phase, or in accordance with a timetable agreed in writing with the local planning authority.

Reason: To enable any remains of archaeological significance to be investigated and recorded.

- 40 Within any phase or reserved matters application, no development shall commence until an Arboricultural Method Statement for that particular phase or reserved matters application has been submitted to and approved in writing by the Local Planning Authority. The Statement should include details of the following:
1. Measures for the protection of trees and hedges on the application site which are to be fixed at the start of construction including site clearance and

retained for the duration of the works,

2. Details of all construction measures within the 'Root Protection Area' (defined by a radius of  $dbh \times 12$  where  $dbh$  is the diameter of the trunk measured at a height of 1.5m above ground level) of those trees on the application site which are to be retained specifying the position, depth, and method of construction/installation/excavation of service trenches, building foundations, hardstandings, roads and footpaths,

3. A schedule of proposed surgery works to be undertaken to those trees and hedges on the application site which are to be retained.

4. A supervision schedule.

The development shall be carried out in accordance with the approved Method Statement and supervised on site by an arboricultural consultant.

Reason: To ensure that the most important and vulnerable trees are adequately protected during the period of construction.

- 41 Within any phase or reserved matters application, no development shall commence (including demolition, archaeological investigation, ground works and vegetation clearance) until there has been submitted to and approved in writing by the Local Planning Authority a tree survey for that particular phase or reserved matters application, containing details of all trees, woodlands, treebelts and hedgerows to be retained and indicating those to be removed. Where features are to be removed up-to-date bat surveys including details of bat roosts must be submitted. Any hedgerow removal shall be in accordance with the hedgerow removal plan ref. 5055-L-112 rev C and notwithstanding openings indicated on that plan, hedgerow gaps shall not exceed 12 metres unless specifically agreed in writing by the Local Planning Authority. Proposals must demonstrate how habitat connectivity is maintained both through the site and to adjacent suitable habitats.

Reason: To ensure that wildlife habitats are not affected adversely by the development.

- 42 No development shall take place on any phase or reserved matters application (including demolition, archaeological investigation, ground works and vegetation clearance) until an ecological implementation strategy addressing the mitigation measures set out in Volume 2 Section 9 of the Environmental Statement dated September 2015, relevant appendices and subsequent Addendum document May 2016 has been submitted to and approved in writing by the local planning authority.

The implementation strategy shall include the following.

- a. ES mitigation measures to be addressed
- b. Purpose and conservation objectives for the proposed works.

- c. Review of site potential and constraints informed by up to date survey.
  - d. Detailed design(s) and/or working method(s) to achieve stated objectives.
  - e. Extent and location/area of proposed works on appropriate scale maps and plans.
  - f. Type and source of materials to be used where appropriate, e.g. native species of local provenance.
  - g. Timetable for implementation demonstrating that works are aligned with the proposed phasing of development.
  - h. Persons responsible for implementing the works.
  - i. Details of initial aftercare and long-term maintenance.
  - j. Requirement for monitoring and remedial measures.
  - k. Details for disposal of any wastes arising from works.
- The Implementation strategy shall be implemented in accordance with the approved details and all features shall be retained in that manner thereafter.

Reason: To ensure the satisfactory development of the site.

- 43 Site clearance, removal of hedgerows, trees, shrubs, other vegetation and habitats, or works to or demolition of buildings or structures that may be used by breeding birds or bats, shall be overseen on site by an ecological clerk of works, on-site ecologist or other appropriately competent person at the written approval from the Council. A site attendance record shall be maintained by the applicant which shall contain name and purpose of the visit and shall be available for inspection at 24 hours notice.

Reason: To ensure that those habitats and species to be retained on site are adequately protected from harm during construction.

- 44 All reserved matters applications shall be supported by a lighting strategy for bats based on appendix 4.3 of the ES and the mitigation measures in the relevant sections of the ES and additional supporting reports. The lighting strategy must include:

Plan of the phase or development being considered showing the lighting strategy and how it relates to the overall lighting strategy in figure 30 in the ES

Location of features to be protected including existing and new linear features and associated unlit dark corridors or buffer  
 Location and design of bat boxes, bricks and/or tubes to new buildings, woodland edges and suitable trees.

Reason: To ensure that wildlife habitats and protected species are not affected adversely by the development.

45 Within any phase or reserved matters application, no development shall take place (including demolition, archaeological investigation, ground works and vegetation clearance), until a biodiversity monitoring strategy for that phase has been submitted to, and approved in writing by, the local planning authority. The purpose of the strategy shall be to monitor existing and new habitats on the site including hedges, attenuation ponds and adjacent areas, and protected and priority species mitigation including skylark, hazel dormice, reptiles and badgers. The content of the Strategy shall include the following.

- a) Aims and objectives of monitoring to match the stated purpose.
- b) Identification of adequate baseline conditions prior to the start of development as appropriate.
- c) Appropriate success criteria, thresholds, triggers and targets against which the effectiveness of the various conservation measures being monitored can be judged.
- d) Methods for data gathering and analysis.
- e) Location of monitoring.
- f) Timing and duration of monitoring.
- g) Responsible persons and lines of communication.
- h) Review, and where appropriate, publication of results and outcomes.

A report describing the results of monitoring shall be submitted to the local planning authority at intervals identified in the strategy. The report shall also set out (where the results from monitoring show that conservation aims and objectives are not being met) how contingencies and/or remedial action will be identified, agreed with the local planning authority, and then implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme.

The monitoring strategy will be implemented in accordance with the approved details.

Reason: Monitoring is required to ensure that that the proposed development delivers the fully functioning biodiversity outcomes set out in the Environmental Statement

46 Within any phase or reserved matters application, development other than that required to be carried out as part of an approved scheme of remediation must not commence until parts 1 to 3 of this condition have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until part 4 has been complied with in relation to that contamination.

#### 1. Site Characterisation

An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on that particular phase, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

(i) a survey of the extent, scale and nature of contamination;

(ii) an assessment of the potential risks to:

- o human health,
- o property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- o adjoining land,
- o groundwaters and surface waters,
- o ecological systems,
- o archaeological sites and ancient monuments;

(iii) an appraisal of remedial options, and proposal of the preferred option(s).

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

## 2. Submission of Remediation Scheme

A detailed remediation scheme (which may be on a phased basis), to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

## 3. Implementation of Approved Remediation Scheme

The approved remediation scheme must be carried out in accordance with its terms. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation



scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

#### 4. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of part 1, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of part 2, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with part 3.

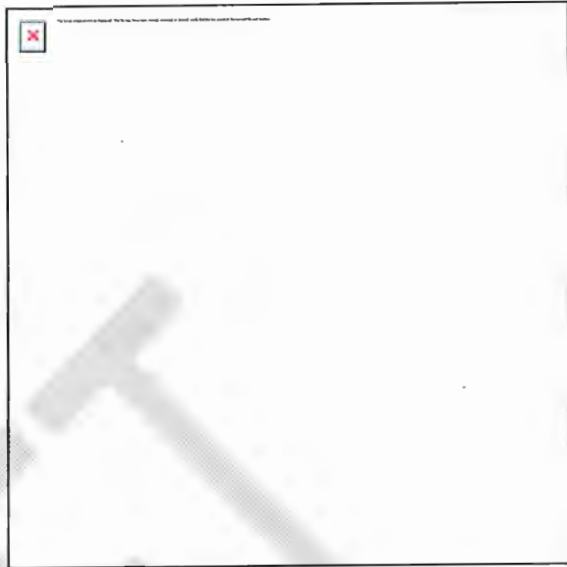
Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors

#### Informatives:

- 1 Any failure to adhere to approved plans or to comply with any conditions or limitation attached to this permission/consent may lead to enforcement action being taken. This permission may be invalidated if conditions requiring compliance before commencement are not complied with.
- 2 The project may be subject to the requirements of the Building regulations 2010. Advice and assistance can be obtained from our Building Control Team on 01284 757387 or [building.control@westsuffolk.gov.uk](mailto:building.control@westsuffolk.gov.uk). They will work with you offering competitive fee quotations and pre-application advice upon request.
- 3 This permission does not grant any approval or consent which may be required under any enactment, byelaw, order or registration other than the Town and Country Planning Act 1990 or under any covenant.
- 4 The development hereby approved should be built in accordance with the approved plans as a further planning permission will be required where material alterations or revisions are proposed to an approved scheme. An application for non-material changes to the planning permission can be

submitted in writing to the Local Planning Authority under Section 96A(4) of the Town and Country Planning Act 1990. A specific form will be required for that purpose and these are available via the Planning Portal or they can be downloaded from the council's website at [www.westsuffolk.gov.uk](http://www.westsuffolk.gov.uk). A fee of £28 for a householder application or £195 for all other applications will be required in order to register the application.

- 5 For the purposes of conditions 13 and 14, the marketing of the local centres shall include the potential for a total of 73 place nursery providing places for 146 children on either site.
- 6 For the purpose of condition 30, the Residential Travel Plan should identify a long term management process, appointment of a Travel Plan Coordinator and Resident Travel Packs with multi-modal voucher.
- 7 For the purposes of condition 31, the Workplace Travel Plan should identify a long term management process, Employee Travel Packs, provision of suitable secure and lockable cycle parking for each commercial unit, with showers, changing and storage facilities and provision of vehicle charging for employees.
- 8 Prior to first occupation, all dwellings with off street parking should be provided with an operational electric vehicle charge point at reasonably and practicably accessible locations, with an electric supply to the charge point capable of providing a 7kW charge.  
Prior to being first brought into use, at least 10% of car parking spaces in private communal parking areas should be provided with an operational electric vehicle charge point at reasonably and practicably accessible locations.



David Collinson  
Assistant Director - Planning & Regulatory Services

Date: 10 October 2017

DRAFT

# St. Edmundsbury Borough Council

## NOTES

- 1 If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or consent, or to grant permission or consent subject to condition, they may appeal to the Secretary of State for Communities and Local Government. The applicant's right of appeal is in accordance with the appropriate statutory provisions which follow:

Planning Applications: Section 78  
Town and Country Planning Act 1990

Listed Building Applications: Section 20  
Planning (Listed Buildings and Conservation Areas) Act 1990

Advertisement Applications: Section 78  
Town and Country Planning Act 1990  
Regulation 15  
Town and Country Planning (Control of Advertisements) Regulations 2007

Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within six months of the date of this notice, whichever period expires earlier.

Appeals must be made on a form which is obtainable from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN or online at <https://www.gov.uk/government/publications/model-notification-notice-to-be-sent-to-an-applicant-when-permission-is-refused> The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he/she will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The

Secretary of State is not required to entertain an appeal if it appears to him/her that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by it, having regard to the statutory requirements\*, to the provisions of the Development Order, and to any directions given under the Order. The Secretary of State does not in practise refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by him/her.

- 2 If permission or consent to develop land or carry out works is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use by the carrying out of any development or works which has been or would be permitted they may serve on the Council of the district in which the land is situated, a purchase notice requiring the Council to purchase his interest in the land in accordance with the provisions of Section 137 of the Town and Country Planning Act 1990 or Section 32 Planning (Listed Buildings and Conservation Areas) Act 1990.

\*The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70 and 72(1) of the Act.



### THIRD SCHEDULE

#### THE OWNER COVENANTS WITH THE COUNCIL:

##### 1. AFFORDABLE HOUSING UNIT

- 1.1 To construct fifty per cent (50%) of the Affordable Housing Units agreed and approved for each Relevant RM and transfer all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Dwelling which is not being transferred to a Registered Provider in which case such Intermediate Dwelling shall be transferred directly to an individual purchaser lessee or tenant) prior to the Occupation of forty per cent (40%) of the Open Market Dwellings within the Relevant RM in which those Affordable Housing Units are located
- 1.2 Not to Occupy or permit Occupation of more than thirty-nine percent (39%) of the Open Market Dwellings within a Relevant RM unless and until fifty per cent (50%) of the Affordable Housing Units agreed and approved for that Relevant RM have been constructed and the Owner has transferred all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Dwelling which is not being transferred to a Registered Provider in which case such Intermediate Dwelling shall be transferred directly to an individual purchaser lessee or tenant)
- 1.3 To construct all of the Affordable Housing Units agreed and approved for each Relevant RM and transfer all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Dwelling which is not being transferred to a Registered Provider in which case such Intermediate Dwelling shall be transferred directly to an individual purchaser lessee or tenant) prior to the Occupation of eighty per cent (80%) of the Open Market Dwellings within the Relevant RM in which those Affordable Housing Units are located
- 1.4 Not to Occupy or permit Occupation of more than seventy-nine per cent (79%) of the Open Market Dwellings within a Relevant RM unless and until all of the Affordable Housing Units agreed and approved for that Relevant RM have been constructed and the Owner has transferred all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Dwelling which is not being transferred to a Registered Provider in which case such Intermediate Dwelling shall be transferred directly to an individual purchaser lessee or tenant)
- 1.5 To ensure the transfer referred to in Paragraph 1.6 of this Third Schedule to the Registered Provider and their successors in title will

contain a covenant requiring the Register Provider to use reasonable endeavours to enter into a Nomination Agreement with the Council for those Affordable Housing Units agreed and approved within a Relevant RM prior to Occupation of those Affordable Housing Units within that Relevant RM

- 1.6 To ensure the conditions on which the Affordable Housing Units shall be transferred shall include but not be limited to the following:
  - 1.6.1 the land on which the Affordable Housing Units are situate is to be remediated so that the land is fit for the proposed use
  - 1.6.2 be on terms that at the date of the transfer the following are (unless otherwise agreed by the Registered Provider) provided up to a point immediately adjacent to the boundary of the Affordable Housing Units:
    - 1.6.2.1 an adoptable road constructed to base course
    - 1.6.2.2 adoptable public sewers and drains
    - 1.6.2.3 gas water electricity telecommunications infrastructure with sufficient capacity to serve each Affordable Housing Unit and
    - 1.6.2.4 such necessary rights as the Owner may reasonably require to be reserved
- 1.7 To ensure the Affordable Housing Units shall not be used for any purpose other than as Affordable Housing Units except in those cases where a lessee has acquired 100% ownership being a 100% Staircaser
- 1.8 To deliver the Affordable Housing Units in the following proportions:
  - 1.8.1 23% of those Dwellings which are the first 850 Dwellings for which Relevant RMs have been approved shall be Affordable Housing Units and for the avoidance of doubt each Relevant RM delivered under this sub-paragraph shall include 23% of the Dwellings in that Relevant RM as Affordable Housing Units on the basis of the Tenure Mix unless otherwise agreed in writing by the Council
  - 1.8.2 33% of those Dwellings which are the second tranche of 850 Dwellings for which Relevant RMs have been approved shall be Affordable Housing Units and for the avoidance of doubt each Relevant RM delivered under this sub-paragraph shall include 33% of the Dwellings in that Relevant RM as



Affordable Housing Units on the basis of the Tenure Mix unless otherwise agreed in writing by the Council

1.8.3 a minimum of 34% of those Dwellings which are the final tranche of 800 Dwellings for which Relevant RMs have been approved shall be Affordable Housing Units and for the avoidance of doubt each Relevant RM delivered under this sub-paragraph shall include 34% of the Dwellings in that Relevant RM as Affordable Housing Units on the basis of the Tenure Mix unless otherwise agreed in writing by the Council

1.8.4 in 1.8.1 and 1.8.2 and 1.8.3 above where a percentage does not equate to a whole number the number shall be rounded up to ensure whole numbers (and therefore whole Affordable Housing Units are delivered)

1.8.5 For the avoidance of doubt 30% of the total number of Dwellings built within the whole Site will be Affordable Housing Units

## 2. **NHS PROVISION**

2.1 The Owner shall safeguard the Healthcare Land from the date of Commencement of Development until the expiry of the Healthcare Land Period and if requested by the Council in writing within the Healthcare Land Period the Owner shall Offer to Transfer the Healthcare Land to the Council within twelve (12) months of such a request PROVIDED THAT if the Healthcare Land Period expires and either the Council has not requested the Healthcare Land or the Council has not accepted an Offer to Transfer the Healthcare Land then the Owner shall no longer be bound by this obligation and this obligation shall no longer be effective and instead the obligations in paragraphs 2.3-2.6 of this Schedule shall apply

2.2 If the Owner has transferred the Healthcare Land to the Council pursuant to paragraph 2.1 of this Schedule then paragraphs 2.3-2.6 of this Schedule shall not apply

2.3 Subject to paragraph 2.2 of this Schedule to pay 50% of the NHS Contribution to the Council prior to the Occupation of the six hundredth (600<sup>th</sup>) Dwelling

2.4 Subject to paragraph 2.2 of this Schedule not to Occupy or permit Occupation of more than five hundred and ninety-nine (599) Dwellings until 50% of the NHS Contribution has been paid in full to the Council

- 2.5 Subject to paragraph 2.2 of this Schedule to pay the remaining 50% of the NHS Contribution to the Council prior to the Occupation of the one thousand two hundredth (1,200<sup>th</sup>) Dwelling
- 2.6 Subject to paragraph 2.2 of this Schedule not to Occupy or permit Occupation of more than one thousand one hundred and ninety-nine (1,199) Dwellings until the remaining 50% of the NHS Contribution has been paid in full to the Council
- 3. **SPORTS PITCH CONTRIBUTION**
- 3.1 To pay to the Council the Sports Pitch Contribution prior to the Occupation of the two hundredth (200<sup>th</sup>) Dwelling
- 3.2 Not to Occupy or permit Occupation of more than one hundred and ninety-nine (199) Dwellings until the Sports Pitch Contribution has been paid in full to the Council

## FOURTH SCHEDULE

### THE OWNER COVENANTS WITH THE COUNTY COUNCIL:

#### 1. EDUCATION CONTRIBUTIONS

- 1.1 To pay to the County Council one fifth (1/5<sup>th</sup>) of the total 1 Form Primary School Contribution and one fifth (1/5<sup>th</sup>) of the total 1<sup>st</sup> Pre School Contribution prior to the first Occupation of the fiftieth (50<sup>th</sup>) Dwelling
- 1.2 Not to Occupy or permit or allow Occupation of more than forty-nine (49) Dwellings unless and until one fifth (1/5<sup>th</sup>) of the total 1 Form Primary School Contribution and one fifth (1/5<sup>th</sup>) of the total 1<sup>st</sup> Pre School Contribution has been paid in full to the County Council
- 1.3 To pay to the County Council a further one fifth (1/5<sup>th</sup>) of the total 1 Form Primary School Contribution and a further one fifth (1/5<sup>th</sup>) of the total 1<sup>st</sup> Pre School Contribution prior to prior to the first Occupation of the two hundredth (200<sup>th</sup>) Dwelling
- 1.4 Not to Occupy or permit or allow Occupation of more than one hundred and ninety-nine (199) Dwellings unless and until a further one fifth (1/5<sup>th</sup>) of the total 1 Form Primary School Contribution and a further one fifth (1/5<sup>th</sup>) of the total 1<sup>st</sup> Pre School Contribution has been paid in full to the County Council
- 1.5 To pay to the County Council a further one fifth (1/5<sup>th</sup>) of the total 1 Form Primary School Contribution and a further one fifth (1/5<sup>th</sup>) of the total 1<sup>st</sup> Pre School Contribution prior to prior to the first Occupation of the four hundredth (400<sup>th</sup>) Dwelling
- 1.6 Not to Occupy or permit or allow Occupation of more than three hundred and ninety-nine (399) Dwellings unless and until a further one fifth (1/5<sup>th</sup>) of the total 1 Form Primary School Contribution and a further one fifth (1/5<sup>th</sup>) of the total 1<sup>st</sup> Pre School Contribution has been paid in full to the County Council
- 1.7 To pay to the County Council a further one fifth (1/5<sup>th</sup>) of the total 1 Form Primary School Contribution and a further one fifth (1/5<sup>th</sup>) of the total 1<sup>st</sup> Pre School Contribution prior to the first Occupation of the six hundredth (600<sup>th</sup>) Dwelling
- 1.8 Not to Occupy or permit or allow Occupation of more than five hundred and ninety-nine (599) Dwellings unless and until a further one fifth (1/5<sup>th</sup>) of the total 1 Form Primary School Contribution and a further one fifth (1/5<sup>th</sup>) of the total 1<sup>st</sup> Pre School Contribution has been paid in full to the County Council

- 1.9 To pay to the County Council a further and final one fifth (1/5<sup>th</sup>) of the total 1 Form Primary School Contribution and a further and final one fifth (1/5<sup>th</sup>) of the total 1<sup>st</sup> Pre School Contribution prior to the first Occupation of the eight hundredth (800<sup>th</sup>) Dwelling
- 1.10 Not to Occupy or permit or allow Occupation of more than seven hundred and ninety-nine (799) Dwellings unless and until a further and final one fifth (1/5<sup>th</sup>) of the total 1 Form Primary School Contribution and a further and final one fifth (1/5<sup>th</sup>) of the total 1<sup>st</sup> Pre School Contribution has been paid in full to the County Council
- 1.11 To Offer to Transfer the 1 Form Primary School Land prior to the first Occupation of the one hundredth (100<sup>th</sup>) Dwelling such transfer to be substantially in the form of the transfer as set out in the Seventh Schedule
- 1.12 Not to Occupy or permit or allow Occupation of more than ninety-nine (99) Dwellings unless and until the 1 Form Primary School Land has been Offered to the County Council
- 1.13 To pay to the County Council one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution prior to the first Occupation of the one thousandth (1,000<sup>th</sup>) Dwelling
- 1.14 Not to Occupy or permit or allow Occupation more than nine hundred and ninety-nine (999) Dwellings unless and until one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution has been paid in full to the County Council
- 1.15 To pay to the County Council a further one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and a further one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution prior to prior to the first Occupation of the one thousand two hundredth (1,200<sup>th</sup>) Dwelling
- 1.16 Not to Occupy or permit or allow Occupation of more than one thousand one hundred and ninety-nine (1,199) Dwellings unless and until a further one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and a further one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution has been paid in full to the County Council
- 1.17 To pay to the County Council a further one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and a further one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution prior to prior to the first Occupation of the one thousand four hundredth (1,400<sup>th</sup>) Dwelling

- 1.18 Not to Occupy or permit or allow Occupation of more than one thousand three hundred and ninety-nine (1,399) Dwellings unless and until a further one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and a further one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution has been paid in full to the County Council
- 1.19 To pay to the County Council a further one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and a further one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution prior to the first Occupation of the one thousand six hundredth (1,600th) Dwelling
- 1.20 Not to Occupy or permit or allow Occupation of more than one thousand five hundred and ninety-nine (1,599) Dwellings unless and until a further one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and a further one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution has been paid in full to the County Council
- 1.21 To pay to the County Council a further one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and a further one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution prior to the first Occupation of the one thousand eight hundredth (1,800th) Dwelling
- 1.22 Not to Occupy or permit or allow Occupation of more than one thousand seven hundred and ninety-nine (1,799) Dwellings unless and until a further one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and a further one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution has been paid in full to the County Council
- 1.23 To pay to the County Council a further and final one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and a further and final one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution prior to the first Occupation of the two thousandth (2,000th) Dwelling
- 1.24 Not to Occupy or permit or allow Occupation of more than one thousand nine hundred and ninety-nine (1,999) Dwellings unless and until a further and final one sixth (1/6<sup>th</sup>) of the total 2 Form Primary School Contribution and a further and final one sixth (1/6<sup>th</sup>) of the total 2<sup>nd</sup> Pre School Contribution has been paid in full to the County Council
- 1.25 To Offer to transfer the 2 Form Primary School Land prior to the first Occupation of the one thousandth (1,000th) Dwelling such transfer to be substantially in the form of the transfer as set out in the Seventh Schedule
- 1.26 Not to Occupy or permit or allow Occupation of more than nine hundred and ninety-nine (999) Dwellings unless and until the 2 Form Primary School Land has been Offered to the County Council

- 1.27 To pay to the County Council fifty percent (50%) of the Secondary School Contribution and fifty percent (50%) of the Secondary 6<sup>th</sup> Form Contribution required for the Relevant RM prior to the first Occupation of forty percent (40%) of the Dwellings within the Relevant RM
- 1.28 Not to Occupy or permit or allow Occupation of more than thirty-nine percent (39%) of the Dwellings within the Relevant RM unless and until fifty percent (50%) of the Secondary School Contribution and fifty percent (50%) of the Secondary 6<sup>th</sup> Form Contribution required for the Relevant RM has been paid to the County Council
- 1.29 To pay to the County Council the remaining fifty percent (50%) of the Secondary School Contribution and the remaining fifty percent (50%) of the Secondary 6<sup>th</sup> Form Contribution required for the Relevant RM prior to the first Occupation of eighty percent (80%) of the Dwellings within the Relevant RM
- 1.30 Not to Occupy or permit or allow Occupation of more than seventy-nine percent (79%) of the Dwellings within the Relevant RM unless and until the remaining fifty percent (50%) of the Secondary School Contribution and the remaining fifty percent (50%) of the Secondary 6<sup>th</sup> Form Contribution required for the Relevant RM has been paid to the County Council
- 1.31 To pay to the County Council the Temporary Classroom Contribution prior to or on the date of Commencement of Development or the date which is 20 Working Days after the date on which the County Council notifies the Owner in writing (and with appropriate documentation to evidence) that the County Council has submitted a planning application for the proposed temporary classroom in Haverhill (whichever is the later)

2. **LIBRARY CONTRIBUTION**

- 2.1 To pay to the County Council the Library Contribution in full prior to the first Occupation of the five hundredth (500th) Dwelling
- 2.2 Not to Occupy or permit or allow Occupation of more than four hundred and ninety-nine (499) Dwellings unless and until the Library Contribution has been paid in full to the County Council

3. **TRANSPORT CONTRIBUTIONS**

- 3.1 To pay to the County Council the Speed Limit Contribution prior to Commencement of Development

- 3.2 Not to Occupy or permit or allow any Occupation of the Dwellings unless and until the Speed Limit Contribution has been paid in full to the County Council
- 3.3 To pay to the County Council the first Travel Plan Contribution prior to the first Occupation of the Dwellings
- 3.4 Not to Occupy or permit or allow any Occupation of the Dwellings unless and until the first Travel Plan Contribution has been paid in full to the County Council
- 3.5 To pay to the County Council the Travel Plan Contribution each year upon the anniversary of the first payment referred to in paragraph 3.3 of this Fourth Schedule every year until the 14<sup>th</sup> such anniversary or until the Completion of Development (whichever is the earlier) and to not allow any Dwellings' first Occupation after each such anniversary until the annual payment due on that anniversary is paid
- 3.6 To pay to the County Council the Bus Stop Contribution prior to the first Occupation of the hundredth (100th) Dwelling
- 3.7 Not to Occupy or permit or allow Occupation of more than ninety-nine (99) Dwellings unless and until the Bus Stop Contribution has been paid in full to the County Council
- 3.8 To pay to the County Council fifty percent (50%) of the Rights Of Way Contribution prior to the first Occupation of the five hundredth (500th) Dwelling
- 3.9 Not to Occupy or permit or allow Occupation of more than four hundred and ninety-nine (499) Dwellings unless and until fifty percent (50%) of the Rights Of Way Contribution has been paid in full to the County Council
- 3.10 To pay to the County Council the remaining fifty percent (50%) of the Rights Of Way Contribution prior to the first Occupation of the fifteen hundredth (1500th) Dwelling
- 3.11 Not to Occupy or permit or allow Occupation of more than one thousand four hundred and ninety-nine (1499) Dwellings unless and until the remaining fifty percent (50%) of the Rights Of Way Contribution has been paid in full to the County Council

4. **WASTE CONTRIBUTION**

- 4.1 To pay to the County Council the Waste Contribution prior to the first Occupation of the five hundredth (500th) Dwelling

4.2 Not to Occupy or permit or allow Occupation of more than four hundred and ninety-nine (499) Dwellings unless and until the Waste Contribution has been paid in full to the County Council

5. **HIGHWAY IMPROVEMENTS**

5.1 Subject to the provisions in paragraph 5.2 of this Schedule not to Occupy or permit or allow Occupation of more than one hundred and one (101) Dwellings unless and until the Highway Improvements have been completed

5.2 In the event that the Relevant Highway has not been adopted as highway maintainable at public expense and the County Council has not provided evidence of such adoption by the date which is 12 months from the date of this Deed then the obligation in paragraph 5.1 shall no longer apply and instead the obligation in paragraph 5.3 shall apply (unless an alternative arrangement is proposed by the Owner and agreed by the County Council)

5.3 Subject to the provisions of paragraph 5.2 to pay to the County Council the Highway Improvements Contribution on or before the later of: (i) the date of the first Occupation of the first Dwelling; or (ii) the date which is 20 Working Days from the date which is 12 months from the date of this Deed



## **FIFTH SCHEDULE**

### **THE COUNCIL COVENANTS WITH THE OWNER:**

#### **1 NHS CONTRIBUTION**

- 1.1 If received to use the NHS Contribution towards the provision of public health services within Haverhill and for no other purpose
- 1.2 If requested to do so in writing after the expiry of five (5) years from the date that the final instalment of the NHS Contribution was received to pay to the person who paid the NHS Contribution to the Council such amount of the NHS Contribution which has not been committed or expended by the Council in accordance with the provisions of this Deed such payment to be made within twenty eight (28) Working Days of such request
- 1.3 If the Healthcare Land is transferred to the Council then the Council and its successors in title shall not use the Healthcare Land for any purpose other than healthcare purposes and the relevant transfer shall include such a restrictive covenant

#### **2 SPORTS PITCH CONTRIBUTION**

- 2.1 To use the Sports Pitch Contribution towards the provision of an artificial sports pitch within Haverhill
- 2.2 After the expiry of five (5) years from the date that the Sports Pitch Contribution was received to pay to the person who paid the NHS Contribution to the Council such amount of the Sports Pitch Contribution which has not been committed or expended by the Council in accordance with the provisions of this Deed such payment to be made within twenty eight (28) Working Days of such request

## SIXTH SCHEDULE

### THE COUNTY COUNCIL COVENANTS WITH THE OWNER:

#### **1 EDUCATION PROVISION**

- 1.1 To use the 1 Form Primary Contribution and the 2 Form Primary Contribution towards the build costs of new primary schools on the Site
- 1.2 To use the Secondary School Contribution towards the provision of secondary school places with associated facilities serving the Development spent at Samuel Ward Academy and/or Castle Manor Academy and to use the Secondary 6th Form Contribution towards the provision of secondary school 6<sup>th</sup> Form places with associated facilities serving the Development at Samuel Ward Academy
- 1.3 To use the Temporary Classroom Contribution on providing temporary school places in Haverhill for primary school age children generated by the Development
- 1.4 To use the land transferred to the County Council under this Deed for a primary school with early years setting and ancillary community use and for no other purpose.
- 1.5 If requested to do so in writing after the expiry of ten (10) years of the date of the final instalment of each of the 1 Form Primary School Contribution and the 2 Form Primary School Contribution and the Secondary School Contribution and the Secondary 6th Form Contribution respectively in each case the County Council shall repay to the person who paid the contribution such amount of the 1 Form Primary School Contribution and the 2 Form Primary School Contribution and the Secondary School Contribution and the Secondary 6th Form Contribution respectively paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 1.6 When the 1 Form Primary School Contribution and the 2 Form Primary School Contribution and the Secondary School Contribution and the Secondary 6th Form Contribution are paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the date of the final instalment of each of the 1 Form Primary School Contribution and the 2 Form Primary

School Contribution and the Secondary School Contribution and the Secondary 6th Form Contribution respectively within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

- 1.7 If requested to do so in writing after the expiry of three (3) years of the date of the payment of the Temporary Classroom Contribution the County Council shall repay to the person who paid the contribution such amount of the Temporary Classroom Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 1.8 When the Temporary Classroom Contribution is paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of three (3) years of the date of the payment of the Temporary Classroom Contribution within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to
- 1.9 To use the 1st Pre School Contribution and the 2nd Pre School Contribution for the provision of an early years setting to be built within the Site
- 1.10 If requested to do so in writing after the expiry of ten (10) years of the date that the final instalment of the payment of the 1st Pre School Contribution or the 2nd Pre School Contribution respectively the County Council shall repay to the person who paid such contribution such amount of the Pre School Contribution and/or the 2nd Pre School Contribution respectively paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 1.11 When the 1st Pre School Contribution and/or the 2nd Pre School Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

## **2 LIBRARY CONTRIBUTION**

- 2.1 To use the Library Contribution for the provision of library lending stock; reference audio visual and homework support material; and ICT equipment for public use in Haverhill serving the Development
- 2.2 If requested to do so in writing after the expiry of five (5) years of the date that the Library Contribution was paid the County Council shall repay to the person who paid such contribution such amount of the Library Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 2.3 When the Library Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of five (5) years of the payment of that sum within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

## **3 TRANSPORT CONTRIBUTIONS**

- 3.1 To use the Speed Limit Contribution for a speed limit extension at the access to the Site on Haverhill Road and for no other purpose
- 3.2 To use the Travel Plan Contribution on monitoring support and evaluating the travel plan for the Development and for no other purpose
- 3.3 To use the Bus Stop Contribution on improving the bus stop infrastructure on Haverhill Road and Chalkstone Way in the vicinity of the Development and for no other purpose
- 3.4 To use the Rights Of Way Contribution towards the costs of improving and creating public rights of way in order to facilitate better pedestrian and cycle access from the Development to key destinations including to the Wrattings employment land and Kedington and for no other purpose
- 3.5 If requested to do so in writing after the expiry of ten (10) years of the date that the respective financial contribution listed in paragraph 3.1 3.2 3.3 and 3.4 of this Schedule ("Transport Contributions") was paid the County Council shall repay to the person who paid such

contribution such amount of the respective Transport Contribution payment by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request.

- 3.6 When the respective Transport Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

#### **4 WASTE CONTRIBUTIONS**

- 4.1 To use the Waste Contribution for expansion and improvement (including any relocation) of the existing Haverhill Household Waste Recycling Centre and for no other purpose

- 4.2 If requested to do so in writing after the expiry of five (5) years of the date that the Waste Contribution was paid the County Council shall repay to any person such amount of the Waste Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request

- 4.3 When the Waste Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of five (5) years of the payment of that sum within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

#### **5. HIGHWAY IMPROVEMENTS**

- 5.1 To provide written notification of the adoption of the Relevant Highway as highway maintainable at public expense to the Owner within 10 Working Days of such adoption (with such written notice to be accompanied by all necessary documentation to evidence such adoption)
- 5.2 If the Highway Improvements Contribution is paid to the County Council to use the Highway Improvements Contribution for the undertaking of the Highway Improvements and for no other purpose

- 5.3 If the Highway Improvements Contribution is paid to the County Council and if requested to do so in writing after the expiry of three (3) years from the date that the Highway Improvements Contribution was paid the County Council shall repay to any person such amount of the Highway Improvements Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 5.4 When the Highway Improvements Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of three (3) years of the payment of that sum within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

## **SEVENTH SCHEDULE**

### **LAND TRANSFER TERMS**

#### **PART 1 – PRIMARY SCHOOL LAND**

The transfer terms for the 1 Form Primary School Land and 2 Form Primary School Land shall be as follows:

1. Transfer for £1
2. Freehold transfer
3. Free from contamination which would constrain the use of the land for the construction and use as a primary school
4. Accessed (vehicular, cycling and pedestrian access built to adoptable standards) and serviced (gas, water, electricity, foul sewer, surface water drainage, telephone/broadband) to the boundary
5. Necessary rights granted for use as primary school
6. Rights reserved to allow proposed development and uses on the retained land
7. Restriction on use only for purposes of a primary school with early years setting and ancillary community use
8. Return of land not used for the specified purpose within 10 years of the date of the transfer

#### **PART 2 – HEALTHCARE LAND**

The transfer terms for the Healthcare Land shall be as follows:

1. Transfer for £1
2. Freehold transfer
3. Accessed and serviced to the boundary
4. Necessary rights granted for use as a healthcare facility
5. Rights reserved to allow proposed development and uses on the retained land

6. Restriction on use only for purposes of healthcare use
7. Return of land not used for the specified purpose within 10 years of the date of the transfer



**EIGHTH SCHEDULE**  
**DRAFT NOMINATION AGREEMENT**

**DRAFT NOMINATION AGREEMENT**

DATED \_\_\_\_\_ 2018

**(1) ST EDMUNDSBURY BOROUGH COUNCIL**

and

**(2) THE ASSOCIATION**

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**NOMINATION AGREEMENT**

relating to land to the  
in the County of Suffolk

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St. Edmundsbury Borough Council  
West Suffolk House  
Western Way  
Bury St. Edmunds  
Suffolk

## BETWEEN

- (1) **ST EDMUNDSBURY BOROUGH COUNCIL** of West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU ("the Council") and
- (2) ("the Association")

WHEREBY IT IS AGREED as follows:-

1. Particulars

- |     |                         |   |
|-----|-------------------------|---|
| 1.1 | The Scheme:             | The construction works to be carried out to provide ** (***) dwellings at Land  |
| 1.2 | Dwellings:              | ** (***) affordable dwellings erected pursuant to the Scheme  |
| 1.3 | Affordable Rent:        | As defined in Annex 2 of the National Planning Policy Framework, with ** (***) affordable rented dwellings erected pursuant to the Scheme (***** ) to be owned and managed by the Association and provided to the Council for nomination rights and also at a level that does not exceed local housing allowance rate |
| 1.4 | Shared Ownership        | : As defined in Annex 2 of the National Planning Policy Framework, with ** (*) shared ownership dwellings (***) to be erected pursuant to the scheme which are to be sold via the Homebuy Agent   |
| 1.5 | Initial Lets            | : means the first tenancy of each newly constructed Dwelling  |
| 1.6 | Initial Sale            | : Means initial sale by the Registered Provider of each newly constructed Shared Ownership Dwelling   |
| 1.7 | Subsequent Sales        | : means the subsequent sale of a Shared Ownership Dwelling following initial sale   |
| 1.8 | Help to Buy Agents      | : BPHA Limited, Bedford Heights, Manton Lane, Bedford. MK41 7BJ or any other Homebuy Agents party to and acting in accordance with the Service Level Agreement  |
| 1.9 | Service Level Agreement | : An agreement made between the Association and the Help to Buy Agent dated for the governance of procedures and performance standards of the Help to Buy Agents and the Registered Provider in their roles in enabling   |

any affordable housing scheme or any subsequent service level agreement made between the Registered Provider and the Help to Buy Agents for the same provision.

- 1.10 Voids : means a Dwelling which does not have a tenancy and any void period shall be measured in calendar days between the date of termination of the previous tenancy, or repossession, and the start date of a new tenancy
- 1.11 Dwellings : Unless the context requires otherwise means both the Affordable Rented Dwellings and the Shared Ownership Dwellings and "Dwelling" means any one of these
- 1.12 Chargee : Means any mortgagee or chargee of [\*\*]
- 1.13 Receiver : receiver or manager (including an administrative receiver) appointed by a mortgagee or chargee or any other person appointed under any security documentation to enable a mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator)

## 2. Agreement

The Association hereby grants the Council nomination rights of 100% for the Initial Lets and thereafter 75% of Voids in relation to the Dwelling to be erected on the Scheme in accordance with the terms of this Deed.

PROVIDED THAT

### Affordable Rented Dwellings

- (a) In relation to the Initial Lets of the Dwelling the Association should refer to the Cambridge Sub Regional Choice Based Lettings Scheme ("Home-Link") or any successor scheme and if no such nominations are made within ten working days of such reference then nothing in this clause shall prevent the Association from offering the Dwellings to any person who the Association considers to be in need of such accommodation.
- (b) In relation to any Dwelling that becomes Void after the Initial Let the Association should refer to the Cambridge Sub-Regional Choice Based lettings Scheme ("Home-Link) or any successor scheme for applicants and if no such nominations are made within ten working days of such reference then nothing in this clause shall prevent the Association from offering the Dwellings to any person who the Association considers to be in need of such accommodation.
- (c) The Association shall in every case inform the Council in writing as soon as possible of the name of the tenant to whom an Affordable Rented Dwelling has been offered.

- (d) On any disposal of the Affordable Rented Dwellings to another Registered Provider of Social Housing the Association will use reasonable endeavours to ensure that the purchaser enters into an agreement with the Council in the same terms as this Agreement.

#### Shared Ownership Dwellings

- (e) In relation to the Initial Sales of the Shared Ownership Dwellings the Association shall upload details of the Shared Ownership Dwellings being offered for sale to the Help to Buy Agent's website and seek nominations for purchasers from the Help to Buy Agent and shall then offer for sale the Shared Ownership Dwelling to persons nominated by the Help to Buy Agent.
- (f) In the event the Help to Buy Agent is unable to provide nominations for purchasers on the Initial Sales of Shared Ownership Dwellings within six months of practical completion notification given by the Association, then the Association may offer for sale the Shared Ownership Dwellings on the open market to any person the Association considers to be in need of such accommodation.
- (g) In relation to the Subsequent Sales of the Shared Ownership Dwellings the Association shall as soon as it receives notification from a shared ownership lessee that a Shared Ownership Dwelling is being offered for sale upload details of the Shared Ownership Dwellings being offered for sale to the Help to Buy Agent's website and seek nominations for purchasers from the Help to Buy Agent and then direct the shared ownership lessee to sell the Shared Ownership Dwelling to such nominee.
- (h) In the event that the Help to Buy Agent is unable to provide nominations for purchasers on a Subsequent Sale of the Shared Ownership Dwelling within eight weeks then the shared ownership lessee may offer for sale the Shared Ownership Dwelling on the open market to any person the Association considers to be in need of such accommodation.
- (i) On any disposal of the Dwellings to another Registered Provider of Social Housing the Association will use reasonable endeavours to ensure that the purchaser enters into an agreement with the Council in the same terms as this Agreement.

#### General

- (j) The provisions of this Agreement shall not be binding on a Chargee or Receiver of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such Chargee or Receiver PROVIDED THAT:
- such Chargee or Receiver 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 Dwellings 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
- if such disposal has not completed within the three month period, the Chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely
- (k) The Scheme is subject to an agreement made in accordance with section 106 of the Town and Country Planning Act 1990 made between the Councils (1), and the Association (2) dated [\*\*\*\*] and a Deed of

Variation dated [ ] and all nominations and occupation of the Dwellings shall comply with the provisions of those agreements.

**IN WITNESS** whereof the Council and the Association have caused their respective common seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of )  
**ST EDMUNDSBURY BOROUGH COUNCIL** )  
was hereunto affixed as its deed in the presence of:- )  
)

.....  
Authorised Officer

.....  
Authorised Officer

THE COMMON SEAL of **(THE ASSOCIATION)** )  
was hereunto affixed as its deed in )  
the presence of:- )  
)

.....  
Authorised Officer

.....  
Authorised Officer