

DATED 30TH APRIL **2010**

(1) THE COUNCIL OF THE BOROUGH OF ST EDMUNDSBURY

and

(2) ATTERTON AND ELLIS LIMITED

and

(3) HSBC BANK PLC

DEED

**Pursuant to Section 106 Town & Country Planning Act 1990
relating to land at Hamlet Road, Haverhill
in the County of Suffolk**

St. Edmundsbury Borough Council
West Suffolk House
Western Way
Bury St. Edmunds
Suffolk IP33 3YU

THIS DEED is made the 30th day of April 2010

BETWEEN

1. **THE COUNCIL OF THE BOROUGH OF ST EDMUNDSBURY** of West Suffolk House, Western Way, Bury St. Edmunds, Suffolk, IP33 3YU (hereinafter called "**the Council**"); and
2. Atterton and Ellis Limited (company number 00371539) whose registered office is at Baldwins and Company, 29 Waterloo Place, Warwick Street, Leamington Spa, Warwickshire CV32 5LA (hereinafter called "**the Owner**")
3. HSBC BANK PLC whose address for service is: Sheffield Securities Processing Centre PO Box 3924 Sheffield S1 9BD (hereinafter called "**the Mortgagee**")

RECITALS

- (A) The Council is the local planning authority for the purposes of this Deed for the area within which the Site is situated and by whom the Obligations contained in this Deed are enforceable.
- (B) The Owner is seised in fee simple free from Incumbrances of the Site (save as to and excluding the land shaded blue green and yellow on the plan attached) other than the legal charge held by the Mortgagee.
- (C) The Mortgagee has an interest in the Site by way of a debenture dated 18th December 1997 and made between the Mortgagee of one part (then known as Midland bank plc) and the Owner of the other part.
- (D) The Agent has submitted the Application to the Council for the grant of the Planning Permission for the development of the Site on behalf of the Owner and Bernhard & Co Limited ("the Applicant").
- (E) The Council consider and the Applicant, Owner and Mortgagee acknowledge that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereinafter appearing.
- (F) Pursuant to Section 106 of the Town and Country Planning Act 1990 as amended the Council, Owner and the Mortgagee have agreed to enter into this Agreement.

- (G) Having regard to the provisions of the Replacement St. Edmundsbury Borough Local Plan (2016) and to all other material considerations the Council has resolved that the Development is such as may be approved by the Council under the 1990 Act subject to the conditions set out in the Planning Permission and subject to the completion of this Deed to make provision for regulating the Development and to secure the matters hereinafter referred to.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

- 1.1 In this Deed the following words and expressions shall have the following meanings:

"the 1990 Act" means the Town and Country Planning Act 1990 as amended;

"affordable housing" means dwellings that are provided for people whose financial circumstances are such that they cannot afford to buy or rent housing accommodation in the local private sector housing market;

"the Affordable Housing Plan" means the plan annexed hereto and marked "Affordable Housing Plan";

"the Affordable Housing Units" means four dwellings shown for identification purposes on the Affordable Housing Plan and thereon edged red constructed in accordance with the Planning Permission suitable for occupation as affordable housing consisting of two dwellings (one of which shall be a ground-floor, wheelchair adapted dwelling) which shall be let at a weekly rent that does not exceed the rent cap levels for the time being or such other rent level limits as may be set by the Tenant Services Authority (comprising two flats on the ground and first floors of Block E) AND two dwellings which shall be disposed of by way of shared ownership (comprising two flats on the first floor only of Block G) and all the Affordable Housing Units shall be allocated to persons in accordance with the terms of this Deed and the Nomination Agreement;

"the Agent" means J.A.P. Architects, Blois Meadow Business Centre,

Steeple Bumpstead, Haverhill, Suffolk;

- "the Application"** means the planning application given reference SE/06/1504 submitted by the Agent on behalf of the Owner on 28th March 2006 to the Council for (i) conversion of former silk mill to form three residential dwellings, (ii) erection of thirty-one flats and five houses and (iii) alteration of existing vehicular access;
- "Conditions"** means the conditions of the Planning Permission in the form of the conditions annexed to this Agreement;
- "Deed"** means this Deed of Agreement;
- "the Development"** means the development of the Site in accordance with the Application and permitted by the Planning Permission;
- "Implementation"** means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation within the meaning of Section 56 of the 1990 Act but disregarding such operations as demolition, site clearance, archaeological, geological or soil and contamination investigations, trial, bore hole and other works of site preparation and "Implement" and "Implemented" shall be construed accordingly;
- "Listed Building Contract"** means a contract, approved by the Council (such approval not to be unreasonably withheld), made between the Owner and a service provider for the implementation and completion of the Listed Building Development;
- "Listed Building Development"** means the development carried out in accordance with the listed building application given reference SE/06/1508 submitted by the Agent on behalf of the Owner for the refurbishment of existing dwelling on the Site including (i) demolition of modern addition to rear, (ii) blocking up of doorways at ground and first floors and provision of partition walls at first floor and (iii) provision of party wall at first and second floor levels;

"Listed Building Contract Notice"	Means a notice provided to the Council pursuant to the requirement of Clause 1 in the Second Schedule;
"the Nomination Agreement"	means the agreement to be made between the Council and a Registered Social Landlord that is the owner for the time being of Affordable Housing Units for the purpose of identifying a person or persons who cannot afford to rent or buy housing accommodation in the local private sector housing market;
"the Obligations"	means the obligations provisions requirements conditions or other burdens set out in this Deed;
"Occupy"	means occupation of any part of the Development for its proposed uses pursuant to the Planning Permission excluding occupation for the purposes of construction and/or fitting out and/or marketing and "Occupation" and "Occupied" shall be construed accordingly;
"the Open Market Dwellings"	means the dwellings constructed in accordance with the Planning Permission which are not Affordable Housing Units;
"the Planning Permission"	means the permission to be granted by the Council in respect of the Site in accordance with the Application and incorporating the Conditions;
"Registered Social Landlord"	means a registered social landlord within the meaning of Part 1 of the Housing Act 1996 and registered with the Tenant Services Authority or such other social landlord as shall be first approved by the Council;
"Service Infrastructure"	means serviced by the provision of a suitable road access and mains water foul sewerage and usual gas electrical and telecommunications services of adequate capacity and in the case of road access and foul sewers connected ultimately to highways and sewers maintainable at the public expense;

"the Site" means land at The Ironworks Site, Hamlet Road, Haverhill, Suffolk shown edged red on the Site Plan annexed hereto; Which includes land shaded blue which forms part of the public highway, land shaded green which is registered in the name of St Edmundsbury Borough Council and land shaded yellow which is not within the registered title of the owner or St Edmundsbury Borough Council.

"the Site Plan" means the plan annexed hereto and marked "Site Plan";

"the Tenant Services Authority" shall mean the Tenant Services Authority as defined in the Housing and Regeneration Act 2008 or any other body with a function of regulating Registered Social Landlords

- 1.1 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
- 1.2 Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof for the time being in force.
- 1.3 References in this Deed to the Owner shall include successors in title and assigns to the Site excluding the land shaded blue green and yellow or any part or parts thereof and to persons claiming an interest in land through or under it.
- 1.4 References in this Deed to the Council shall where the context so admits include any public body in which the functions of the Council at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Council as the case may be or such other bodies.

2 STATUTORY PROVISIONS AND COVENANTS

- 2.1 This Deed is entered into pursuant to the following powers and in connection with the performance of the functions thereunder:-
 - 2.1.1 Section 106 of the 1990 Act as amended
 - 2.1.2 Sections 8, 9 and 609 of the Housing Act 1985
 - 2.1.3 Section 111 of the Local Government Act 1972

2.1.4 Any other powers hereby enabling.

2.2 The Council is the local planning authority by whom the provisions of this Deed are enforceable for the purposes of Section 106(9)(d) of the 1990 Act .

2.3 The parties hereto agree that the covenants contained within this Deed shall be binding upon the Site.

3 CONDITIONS PRECEDENT

3.1 This Deed shall not take effect unless and until the Planning Permission has been granted and the Owner has Implemented the Development pursuant to the Planning Permission SAVE THAT this clause and clause 4.2 and the Obligation in the Second Schedule shall take effect on the date hereof.

4 OWNER'S COVENANTS

The Owner covenants with the Council as follows:

4.1 To observe and perform the Obligations specified in the First and Second Schedules of this Deed.

4.2 To pay the reasonable legal costs of the Council in connection with the preparation and completion of this Deed.

4.3 To supply to the Council (within twenty-one days of the date of the Council's written request to do so) such information as the Council within its reasonable discretion considers it requires in order to determine whether the terms and conditions of this Agreement are being observed.

5 OWNERS' WARRANTY

5.1 The Owner warrants to the Council that it has full power to enter into this Deed and that there is no person (other than those who are a party to this Deed) having a charge over or any other interest in the Site excluding the land shaded blue green and yellow whose consent is necessary to make this Deed binding on the land and all estates and interests therein

6 Council's Covenants

6.1 The Council warrants to the Owner that the issue of a certificate of completion required by Clause 4 of the First Schedule is not to be unreasonably withheld or delayed to the Owner its successors in title or otherwise and the council shall specify the works considered to be outstanding prior to the provisions of Clause 4 of the First Schedule being satisfied.

7 **AGREEMENTS AND DECLARATIONS**

The parties hereto hereby agree and declare as follows:

7.1 **Revocation**

7.1.1 This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owner) if:

7.1.1.1 the Development has not been Implemented three years after the date of the Planning Permission; or

7.1.1.2 the Planning Permission having been granted shall lapse without first having been Implemented or shall be varied or revoked other than at the request of the Owner or the Planning Permission having been granted is quashed following a successful legal challenge

7.2 **Resolution of Disputes**

7.2.1 If any dispute shall arise between any of the parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Institute of Chartered Surveyors on the application of either party and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares

7.3 **Enforcement**

7.3.1 This Deed shall bind the Site and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that it shall not be binding upon the purchasers and mortgagees of the Open Market Dwellings and that no person shall be liable for any breach of a covenant contained in this Deed occurring after he shall have parted with all interest in the Site save in respect of any breach at a time when they held any such interest

7.4 **Local Land Charge**

7.4.1 This Deed shall be registered as a local land charge under the Local Land Charges Act 1975

7.5 Headings

7.5.1 Headings in this Deed are not intended to be taken into account in its construction or interpretation

7.6 Contracts (Rights of Third Parties) Act 1999

7.6.1 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999

7.7 No Fetter on Discretion

7.7.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its statutory functions and the rights and powers, duties and obligations of the Council may be as fully and effectually exercised as if it were not a party to this Deed

7.8 Variation

7.8.1 The obligations contained in this Deed shall only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the 1990 Act

7.9 Mortgagees in Possession

7.9.1 If a power of sale or power of appointment of a receiver (including an administrative receiver) shall have become exercisable in respect of any mortgage affecting the freehold interest in any of the Affordable Housing Units and as a result of which the mortgagee wishes to exercise a power of sale or power of appointment then provided that a mortgagee shall have:-

7.9.1.1 actively and diligently sought to offer for sale the Affordable Housing Unit to which the power of sale or power of appointment has arisen to a Registered Social Landlord (such purchase to be subject to the Obligations) for a period of at least two months; and

7.9.1.2 (where no Registered Social Landlord can be found) offered for sale the Affordable Housing Unit to which the power of sale or power of appointment has arisen to the Council for a further period of one month and the Council has declined to accept that offer within that period then on the expiration of both periods referred to above the mortgagee may dispose of the Affordable Housing Unit free from the Obligations

7.10 Mortgagee

7.10.1 For the avoidance of doubt, the Mortgagee shall only be liable for any breach of this Deed if it has itself caused the breach whilst mortgagee in possession and it shall not be liable for any pre-existing breach. The Mortgagee shall have no liability after it has discharged its Legal Charge or have disposed of the Site whether by sale or otherwise.

7.11 Severance

7.11.1 If any provision in this Deed shall be held to be invalid, illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

7.12 Notices

7.12.1 All notices requests demands or other written communications to or upon the respective parties hereto pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class letter to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows or to such other address as may be notified in accordance with this clause):

If to the Council: St. Edmundsbury Borough Council, West Suffolk House, Western Way, Bury St. Edmunds, Suffolk IP33 3YU

If to the Owner: c/o Arnold Thomson 205 Watling Street Towcester Northamptonshire NN12 6BX (ref: CAS)

If to the Applicant: Bernhard & Co Limited (ref: Peter Wood), Bilton Road, Rugby CV22 7DT

IN WITNESS WHEREOF the Council has set its common seal and the Owner has executed this Deed the day and year hereinbefore mentioned

FIRST SCHEDULE

AFFORDABLE HOUSING

1. To use all reasonable endeavours to conclude an agreement with a Registered Social Landlord approved in writing by the Council for transfer to the Registered Social Landlord of the Affordable Housing Units with Service Infrastructure.

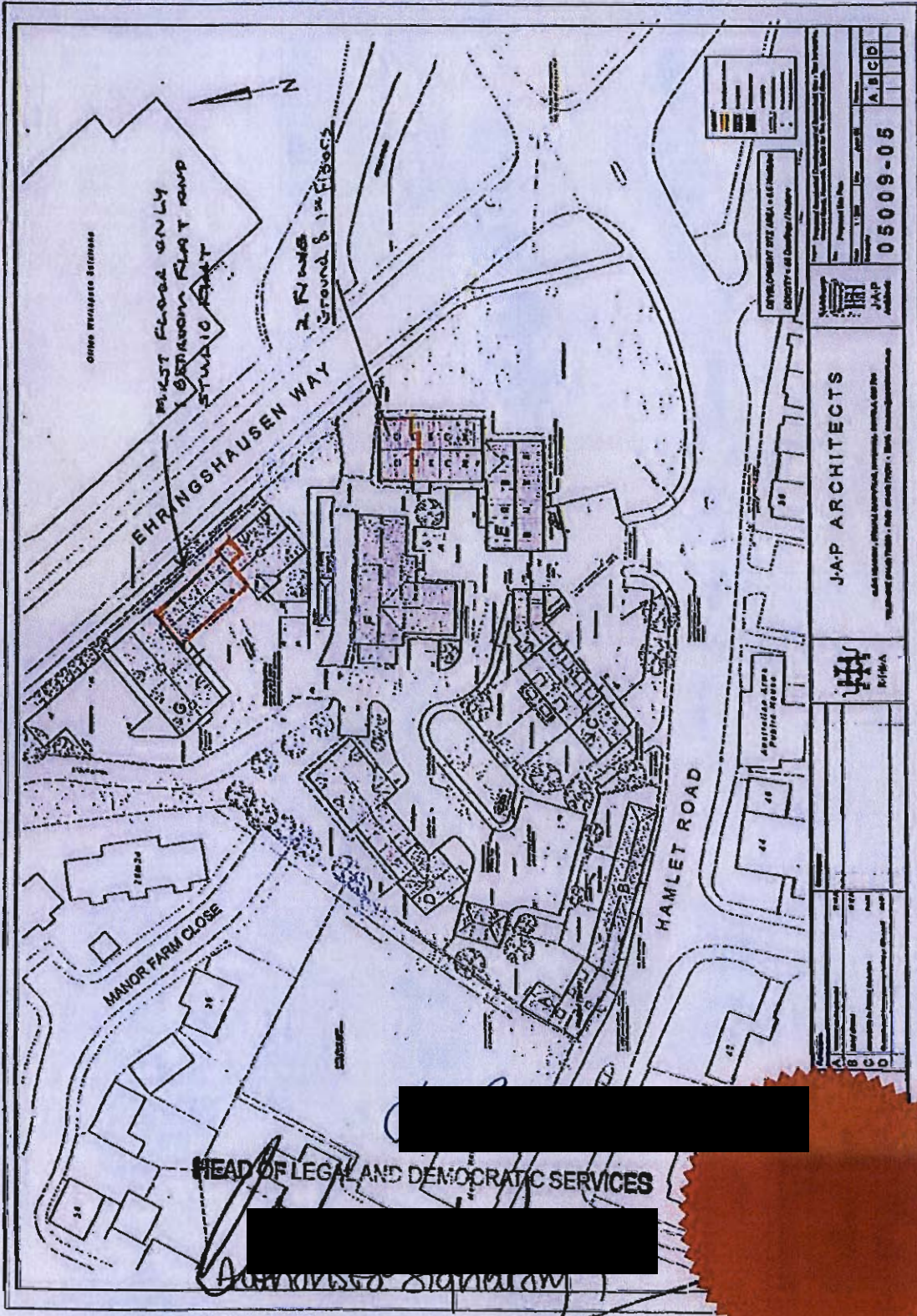
- 2 Upon entering into the agreement referred to in paragraph 1 of this Schedule with a Registered Social Landlord procure the execution by the said Registered Social Landlord and delivery to the Council of the Nomination Agreement.
- 3 Within 7 days of completion of the agreement referred in Paragraph 1 of this Schedule to produce to the Council the original or a duly certified copy thereof by way of verification of compliance with all requirements set out in Paragraph 1 of this Schedule.
- 4 Not to occupy or permit to be occupied more than fifty percent (50%) of the Open Market Dwellings until the Affordable Housing Units have been certified as complete by the party responsible for providing and maintaining the Affordable Housing Units and the freehold interest of the Affordable Housing Units is transferred to the Registered Social Landlord.
- 5 To construct the Affordable Housing Units in accordance with the scheme development standards of the Tenant Services Authority applicable at the time of Implementation.
- 6 The Owner shall have used all reasonable endeavours to conclude an agreement with a Registered Social Landlord if the Owner has:
 - 6.1 Actively and diligently sought to offer for sale the Affordable Housing Units to a Registered Social Landlord (such purchase to be subject to the Obligations) for a period of at least two months; and
 - 6.2 (Where no Registered Social Landlord can be found) offered for sale the Affordable Housing Units to the Council for a further period of one month and the Council has declined to accept that offer within that period

then on the expiration of both periods referred to above the Owner may dispose of the Affordable Housing Units free from the obligations.

SECOND SCHEDULE

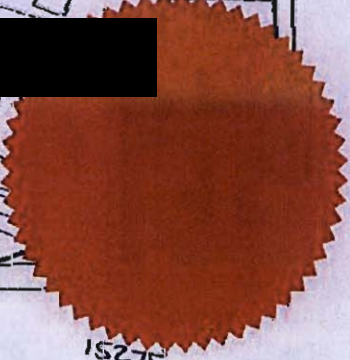
1. Not to Implement the Development until the Listed Building Contract has been let and a Listed Building Contract Notice has been provided to the Council to this effect for the implementation and completion of the Listed Building development.
2. Not to allow or suffer occupation of more than twenty-five (25) Open Market Dwellings until the Listed Building Development has been completed to the satisfaction of the Council.

Affordable Housing Plan



HEAD OF LEGAL AND DEMOCRATIC SERVICES

Addressed signature



51-251

JAP ARCHITECTS	
Architects	
1100 15th Street, NW Washington, DC 20004	
Tel: 202-331-1100	
Fax: 202-331-1101	
E-mail: info@jap.com	
Web: www.jap.com	
Project No: 05009-05	
Date: 11/20/05	
Scale: 1/8" = 1'-0"	
Drawing No: A B C D	
Revision:	
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DRAFT CONDITIONS

Application No: SE/06/1504

Planning Application - (i) Conversion of former silk mill to form 3 no. residential dwellings; (ii) erection of 31 no. flats and 5 no. houses and (iii) alteration of existing vehicular access

at Atterton & Ellis, The Ironworks Site, Hamlet Road, Haverhill, CB9 8QH

1. The development hereby permitted shall be begun not later than 3 years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990.

2. Details of all external facing and roofing materials to be used shall be submitted to and approved in writing by the Local Planning Authority before any development commences.

Reason: To ensure that the external appearance of the building(s) is satisfactory in accordance with the provisions of Policy DS3 (Development Design and Impact) of the Replacement Local Plan.

3. The bin and cycle stores shown on Drawing No 05009-05 Rev. D shall be provided and made available prior to the occupation of the dwellings to which they relate and shall thereafter be retained and used for no other purpose.

Reason: To ensure adequate provision for cycle and bin storage in accordance with policies DS3 and T5 of the Replacement Local Plan.

4. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (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 in accordance with the Local Planning Authority's parking standards and shall be used for no other purpose.

Reason: To ensure continued compliance with adopted parking standards in the interests of road safety in accordance with the provisions of Policies DS3 (Development Design and Impact) and T5 (Parking Standards) of the Replacement Local Plan.



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5. No part of the development shall be commenced until details of the proposed access (including the position of any gates to be erected and visibility splays provided) have been submitted to and approved in writing by the Local Planning Authority. The approved access shall be laid out and constructed in its entirety prior to any other part of the development taking place. It shall be retained thereafter 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.

6. Before the development is commenced details shall be submitted to and approved in writing by the Local Planning Authority showing the means to prevent the discharge of surface water from the development onto the highway. The approved scheme shall be carried out in its entirety before the access is first used and shall be retained thereafter in its approved form.

Reason: To ensure uninterrupted flow of water and reduce the risk of flooding of the highway.

7. No dwelling shall be first occupied until the area(s) within the site shown on the submitted Drawing No. 05009-05 D for the purposes of manoeuvring and parking of vehicles associated with the occupation of that dwelling have been provided and thereafter that area(s) shall be retained and used for no other purpose.

Reason: In the interests of road safety in accordance with the provisions of Policies DS3 (Development Design and Impact) and T5 (Parking Standards) of the Replacement Local Plan.

8. The existing beech tree protected by Tree Preservation Order 283 shall be retained and protected during construction in accordance with a method statement which shall first have been submitted to and approved in writing by the local Planning Authority.

Reason: To ensure that the most important and vulnerable trees are adequately protected during the period of construction in accordance with the provisions of Policy NE3 (Protection of the Landscape) of the Replacement Local Plan.



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9. No development shall take place until full details of both hard and soft landscaping have been submitted to and approved in writing by the Local Planning Authority and these works shall be carried out as approved. These details shall include proposed finished levels; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulations areas; hard surfacing materials; minor artefacts and structures (for example furniture, play equipment, refuse and/or other storage units, signs, lighting and similar features); proposed and existing functional services above and below ground (for example drainage, power, communications cables and pipelines, indicating lines, manholes, supports and other technical features); retained historic landscape features and proposals for restoration where relevant.

Reason: To enhance the appearance of the development in accordance with the provisions of Policies DS3 (Development Design and Impact) and NE3 (Protection of the Landscape) of the Replacement Local Plan.

10. All hard and soft landscape works shall be carried out in accordance with the approved details. The works shall be carried out prior to the occupation of any part of the development or in accordance with a programme approved in writing by the Local Planning Authority.

Reason: To enhance the appearance of the development in accordance with the provisions of Policies DS3 (Development Design and Impact) and NE3 (Protection of the Landscape) of the Replacement Local Plan.



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11. Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until conditions 1 to 4 have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until condition 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 the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

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

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

2. Submission of Remediation Scheme

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



3. Implementation of Approved Remediation Scheme

The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation 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 condition 1, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition 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 condition 3.

1. 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 in accordance with the advice in Planning Policy Statement 23 Planning and Pollution Control (PPS23) and policy NE6 of the St Edmundsbury Local Plan 2016.

12. The ground floor level of any buildings involved in the development shall be at least 61.97 metres ODN.

Reason: To provide a reasonable freeboard against flooding having regard to the provisions of Policy NE4 (Natural Resources) of the Replacement Local Plan.

13. Flood resistant techniques and materials shall be incorporated into the design of the development up to a minimum level of 61.97 metres AOD.

Reason: To reduce the impacts of a flood event.



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NOTES

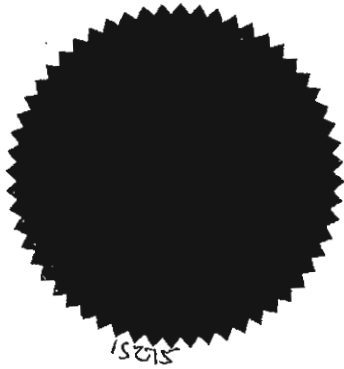
1. References in this Notice to the Replacement Local Plan are references to the Replacement St Edmundsbury Borough Local Plan 2016.
2. This permission has been granted having regard to Policies DS3 (Development Design and Impact) and HC6 (New Development in Conservation Areas) of the Replacement Local Plan and to all other material considerations. The carrying out of the development permitted subject to the conditions imposed would accord with those policies and in the opinion of the Local Planning Authority there are no circumstances which otherwise would justify the refusal of permission.
3. The development/work hereby permitted may be subject to the requirements of the Building Regulations 2000 and advice may be sought from the Council's Building Control Manager. In the event that the scheme has to be modified to comply with the Building Regulations or other legislation it may be necessary to submit revised plans for consideration as an amendment to this permission/consent or in certain circumstances to submit a revised application. No development/work should be carried out until all necessary permissions/consents have been obtained.
4. Any failure to adhere to approved plans or to comply with any conditions or limitations 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.
5. Public Utility apparatus may be affected by this proposal. The appropriate utility service should be contacted to reach agreement on any necessary alterations which have to be carried out at the expense of the developer.
6. The existing street-lighting system may be affected by this proposal. The applicant should approach the Street-Lighting Engineer of Suffolk County Council (telephone Ipswich (01473) 264929) with a view to reaching agreement upon any necessary alterations/additions to be carried out at the expense of the developer.
7. It is an OFFENCE to carry out works within the Public Highway, which includes a Public Right of Way, without the permission of the Highway Authority. Any conditions which involve works within the limits of the public highway do not give the applicant permission to carry them out. Unless otherwise agreed in writing, all works within the public highway shall be carried out by the County Council or its agents at the applicant's expense. The County Council's West Area Highway Manager should be contacted at The Coach House, Shire Hall, Bury St. Edmunds, IP33 1RX. (Tel: Bury St. Edmunds (01284) 352000).
8. This permission is the subject of an Obligation under Section 106 of the Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991.
9. This permission does not grant any approval or consent which may be required under any enactment, byelaw, order or regulation other than the Town and Country Planning Act 1990 or under any covenant.
10. The granting of planning permission does not authorise the felling, lopping or topping of the trees within the site which are protected by a Tree Preservation Order.



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BOROUGH COUNCIL

Economy and Environment Directorate

11. 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 Borough Council's website (www.stedmundsbury.gov.uk) A fee of £25 for a householder application or £170 for all other applications will be required in order to register the application.
12. The Environment Agency advises that:
 - (i.) All surface water from roofs must be piped direct to an approved surface water system using sealed downpipes. Open gullies should not be used.
 - (ii.) An acceptable method of foul drainage disposal would be connection to the public foul sewer.
 - (iii.) Site operators should ensure that there is no possibility of contaminated water entering and polluting surface or underground waters.
13. In accordance with the Regulation 11D of the Town and Country Planning (Fees for Applications and Deemed Applications)(Amendment)(England) Regulations 2008, a fee of £85 will be charged for each request for the discharge of a condition(s) attached to this planning permission. The fee will need to be submitted with each request. Cheques should be made payable to St Edmundsbury Borough Council.



(THE SEAL of THE COUNCIL OF THE
(BOROUGH OF ST. EDMUNDSBURY was
(hereunto affixed in the presence of:-

[Redacted]

Head of Legal and Democratic Services

[Redacted]

Authorised Signatory

(SIGNED as a DEED by Atterton and Ellis
(Limited acting by two directors or one
(director and the company secretary:-

[Redacted]

Director
S. BERNHARD

[Redacted]

Secretary/ Director
PETER WOOD

Signed as a Deed)
by)
as Attorney of)
HSBC BANK PLC)
in the presence of: -)

.....

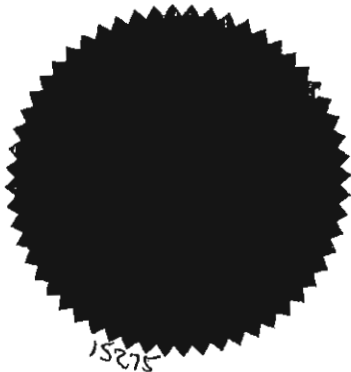
(Full name of witness)

.....

(Signature of witness)

Address

Occupation



(THE SEAL of THE COUNCIL OF THE
(BOROUGH OF ST. EDMUNDSBURY was
(hereunto affixed in the presence of:-



Head of Legal and Democratic Services



Authorised Signatory

(SIGNED as a DEED by Atterton and Ellis
(Limited acting by ~~two~~ directors or one
(director and the company secretary:-

Director

Secretary/ Director

Signed as a Deed
by
as Attorney of
HSBC BANK PLC
in the presence of: -

Jan Brown



Annet June Medjkoub

(Full name of witness)



(Signature of witness)

Address

HSBC Bank plc
Sheffield Securities
Processing Centre

Occupation

Bank Official