

DATED

8th November

2022

1. BABERGH DISTRICT COUNCIL
2. SUFFOLK COUNTY COUNCIL
3. PHILIP STUART PARTRIDGE and HUGH MORLEY PARTRIDGE
and ROGER CLEMENT PARTRIDGE
4. P.S. PARTRIDGE LIMITED
5. PAUL BRIGHTWELL and MARGARET BRIGHTWELL
6. PERSIMMON HOMES LIMITED

PLANNING OBLIGATION BY DEED UNDER SECTION 106 OF THE TOWN
AND COUNTRY PLANNING ACT 1990 RELATING TO LAND TO THE
SOUTH OF TOWER MILL LANE/EAST OF FROG HALL LANE HADLEIGH
SUFFOLK (PHASE 2)



3 The Osiers Business Park
Leicester
LE19 1DX

Ref. PH. 227801.17

Between:

- (1) **BABERGH DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("**the District Council**")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("**the County Council**")
- (3) **PHILIP STUART PARTRIDGE** of Wolves Farm, Ipswich Road, Hadleigh, Ipswich IP7 6BH and **HUGH MORLEY PARTRIDGE** of Rookery Farm, Wenham Road, Washbrook, Ipswich, IP8 3EZ and **ROGER CLEMENT PARTRIDGE** of Haywards Farm, The Street, Chelsworth, Ipswich, IP7 7HU ("**the First Owner**")
- (4) **P.S. PARTRIDGE LIMITED** (Co. Regn. No. 625289) of Wolves Farm, Ipswich Road, Hadleigh, Suffolk, IP7 6BH ("**the Leaseholder**")
- (5) **PAUL BRIGHTWELL** and **MARGARET BRIGHTWELL** of Frog Hall, Frog Hall Lane, Hadleigh, Ipswich, IP7 6AB ("**the Second Owner**")
- (6) **PERSIMMON HOMES LIMITED** (Company Number 04108747) whose registered office address is at Persimmon House, Fulford, York, YO19 4FE ("**the Third Owner**")

INTRODUCTION

1. The District Council is a local planning authority for the purposes of the Act for the area in which the Site is situated
2. The County Council is the local highway authority (except for trunk roads) the local education 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
3. The First Owner the Second Owner and the Third Owner own the freehold of the Site and the Leasehold Owner has a long leasehold interest in part of the Site as set out in the First Schedule. The Leaseholder changed its name from C. B Partridge and Son Limited by way of a special resolution dated 9th October 1998

4. The Application has been submitted to the District Council for the Development and the District Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed
5. The District Council enters into this Deed to the intent that the requirements of the District Council's policies are met and that any objections by the District Council to the grant of planning permission on the basis of those policies are overcome
6. The District Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
7. The District 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)

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"	subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market in accordance with and defined in Annex 2 of the NPPF
"Affordable Housing Nomination Agreement"	an agreement substantially in the form set out in the Sixth Schedule (unless otherwise agreed in writing with the District Council and subject to

	such amendments as may be reasonably required by the Registered Provider with a view to ensuring that the objectives of that agreement are met) dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and "Nomination Agreement" shall have the same meaning
"Affordable Housing Plan"	<p>means the plan approved by the District Council attached to this Deed reference numbers 941-P-160 and 161 Rev D and marked as Plans 1 and 2 which shows the following:</p> <ul style="list-style-type: none"> i) the plots and locations; ii) bedroom numbers per Affordable Housing Unit; iii) Affordable Housing Unit size; and iv) tenure.
"Affordable Housing Units"	means 96 (Ninety Six) of the Dwellings to be provided on the Site pursuant to the Planning Permission to be Occupied as Affordable Housing as shown on the Affordable Housing Plan unless otherwise agreed in writing with the District Council and provided as 71 (Seventy One) Affordable Rented Housing Units and 25 (Twenty Five) Shared Ownership Dwellings and in accordance with the mix save unless agreed otherwise specified in the table contained in Part 2 of the Second Schedule and complying with the NDSS applicable at the time that the Affordable Housing Plan is approved
"Affordable Rented Housing Units"	means the 71 Dwellings 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 including any service charges applicable
"Application"	the application for planning permission to develop the Site in accordance with the application plans and other materials deposited with the District Council and validated on 22 November 2019 and bearing the District Council's reference number DC/19/05419
"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 District Council the County Council and the Owner
"BCIS Indexed"	the increase in any sum referred to in the Second Third Schedule and the Seventh Schedule by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 11 of this Deed
"Buffer Zone"	means the area together with the Employment Open Space Land is shown Indicatively shaded green on the attached plan reference number 942-P-300 and marked as Plan 3 which shall be generally 20m wide around the Employment Land and planted in accordance with details approved in writing by the District Council as part of the Employment Open Space Land Scheme and in

	accordance with a timetable to be agreed pursuant to such details and thereafter retained as a landscape buffer
"Bus Service"	means enhancements to the existing Beeston's 91 bus service route or any replacement thereof which will serve the needs of both the residents of the Development and also new employees within the Employment Land which will be secured and funded by the Owner for a period of 5 years commencing with the first Occupation of the 62 nd Dwelling
"Bus Operator"	means the operator appointed by the Owner in accordance with Part 3 of the Third Schedule to provide the Bus Service
"Bus Service Bond"	Means a bond with security of Five Hundred Thousand Pounds (£500,000) payable to the County Council to cover the costs the County Council may reasonably incur in providing the Bus Service (should the Owner default in doing so) within the 5 year period of the Owner is to fund the Bus Service but reducing over time to secure funding for any remaining balance of the 5 year period
"Bus Service Scheme"	<p>means a scheme to be submitted by the Owner to the County Council prior to first Occupation of the Development for written approval which shall include:</p> <ul style="list-style-type: none"> • a specification for the new or enhanced service; • details of the expected route and programming of its inauguration and delivery relative to occupation of the development; • frequency of service (which as a minimum will be half hourly and additional journeys from Suffolk One/Hadleigh High/Sudbury

	<p>Schools), timetable including hours of operation; and</p> <ul style="list-style-type: none"> • appropriate fall back measures to ensure the delivery of such a service if the bus operator withdraws.
"Chargee"	any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed by such mortgagee or chargee under its security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator
"Chargee's Duty"	The tasks and duties set out in Part 2 of the Second Schedule
"Commencement of Development"	means the first carrying out of a material operation (as defined in Section 56(4) of the Act) in relation to the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commencement" and "Commence Development" shall be construed accordingly
"Commencement Date"	the date of Commencement of Development

"County Council Monitoring Fee"	means the sum of £412 (Four Hundred and Twelve Pounds) per County Council obligation contained within this Deed being 10 x £412 in respect of the obligations specific to the residential part of the Site and 3 x £412 in respect of the obligations specific to the Employment Land for a total of £5356 (Five Thousand, Three Hundred and Fifty-Six Pounds)
"Completion of the Development"	the date that the last Dwelling is first Occupied;
"Development"	<p>the development of the Site pursuant to the hybrid Application comprising the following elements:</p> <p>Full Planning Application. (11.98Ha) Proposed residential development of 273 dwellings, associated infrastructure, including main access and estate roads, drainage attenuation ponds, utilities/services equipment, provision of Public Open Space and structural landscaping, secondary access (loop) road to serve the employment land. (including a secondary link to Phase 1).</p> <p>Outline Planning Application (7.64Ha). (Access to be considered) to include 5.5Ha of land for B1, B2 and B8 employment uses, a 928sqm pre-school site (Use Class D1), associated infrastructure and landscaping. All matters reserved apart from the primary means of access (from the main access road) and secondary access (loop) road, including a secondary link to Phase 1</p>
"District Council Monitoring Fee"	means the sum of £500 (Five Hundred Pounds) per District Council obligation secured under this Deed being 7 x £500 in respect of the obligations specific to the Employment Land and 15 x £500 in

	respect of obligations specific to the residential parts of the Site
"Dog Bin Contribution"	Means the sum of £74.26 per bin per annum to be paid to the District Council for the emptying cleansing and maintenance of the dog bins erected within the Open Space for a period of 10 years the number of dog bins to be agreed with the District Council as part of the Open Space Specification.
"Dwelling"	a dwelling (including any building or structure used as a dwelling house but not limited to a house flat or bungalow or maisonette) and including Affordable Housing Units to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"Early Years Education Contribution"	means the sum of (£451,176.00) Four Hundred and Fifty One Thousand One Hundred and Seventy Six Pounds to be paid to the County Council towards the provision of the Early Years Education Facility on the Early Years Education Site
"Early Years Education Site"	means the Prepared and Serviced Site of a minimum of 928sqm to accommodate the Early Years Education Facility to be located on the Site as shown hatched in green on the Plan attached to this Deed with reference 942-P-301 and marked as Plan 4 to serve the Development
"Early Years Education Facility"	means a facility for educating pre-school age children to be provided on the Early Years Education Site and which can also be used for non-commercial community purposes (F1 and F2 uses)

"Early Years Education Site Specification"	means the criteria set out in the 'Early Years Education Site Specification' appended to this Agreement with which the Early Years Education Site must comply
"Early Years Education Site Transfer Terms"	means all terms and conditions in this Agreement to be met by the Owner to facilitate the transfer of the Early Years Education Site to the County Council
"Employment and Skills Training Plan"	<p>means a plan detailing the following in addition to any further requirements reasonably requested by the District Council in respect of the development of the Employment Land:</p> <ul style="list-style-type: none"> a) how the Owner, any subsequent developer and their contractors in completing the development of the Employment Land and job opportunities within businesses located on the Employment Land will work directly with any local employment and training agencies as part of an employment and training consortium such as, but not limited to: <ul style="list-style-type: none"> i. Jobcentre Plus and the Education and Skills Funding Agency; ii. any voluntary and private sector providers for relevant training or employment; iii. any sixth form colleges and colleges of further education and universities for higher learning;

	<p>b) provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the Owner, or their contractors for the completion of the Employment Land development and future occupiers of that land for any new jobs and business opportunities created on the Employment Land;</p> <p>c) provision for using any relevant standards for training and apprenticeships by The Construction Industry Training Board;</p> <p>d) measures by which the objectives of the Recruitment and Training Programme shall be regarded as being achieved including the creation of apprenticeships, placements, jobs and on-site training.</p>
"Employment Land"	means the land shown edged in blue on drawing ref 942-P-302 attached to this Agreement and marked as Plan 5 which shows the area reserved for Employment Use being some 5.5 ha in extent the development of which shall generally accord with the masterplan approved pursuant to conditions attached to the Planning Permission of which only those parts of the Employment Land shown cross hatched on the plan shall be developed ("the Developable Employment Area")
"Employment Open Space Land"	means an area not less than 10% of the Employment Land and shown generally edged and hatched purple on the attached plan reference 942-P-303 and marked as Plan 6 which shall be reserved as open space for the

	Employment Land and shall not be used for any other purpose whatsoever save as approved by the District Council
"Employment Open Space Land Commuted Sum"	Means the sum to be agreed with the Council for the future management and maintenance of the Employment Open Space Land and calculated on the basis of £4.59 per m2 per annum for areas of parkland or recreation areas and £0.62 per m2 per annum for areas of amenity space and natural green space such figures to be multiplied by 10 being the minimum number of years required as the commuted maintenance period
"Employment Open Space Land Scheme"	means the scheme to submitted to the Council for approval and which shall include details for the specification for the Employment Open Space Land and a programme for the delivery and future management and maintenance of the same
"Employment Use"	means the range of employment uses authorised by the Planning Permission together with any alternatives uses permitted by the District Council
"HE"	means Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of Section 81 Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers
"Healthcare Contribution"	means the sum of £157,300 (One Hundred and Fifty Seven Thousand Three Hundred Pounds) to be paid to the District Council towards improvements to capacity, in line with emerging STP Estates Strategy; by way of refurbishment, reconfiguration, extension, or potential relocation

	for the benefit of the patients of Hadleigh Health Centre or through other solutions that address capacity and increased demand
<p>"Highway Connection"</p> <p><i>* is owned by the Third Owner and which</i></p> <p><i>* be constructed by the Third Owner to</i></p>	<p>means an estate road within ^{that Part of the} the Site which [*] will enable a future connection (at the point shown on drawing 942-P-305 attached hereto and marked as Plan 7 or as otherwise agreed with the District Council and the County Council) with the adjoining land to the west of the Site ^{and} which will ^{provide} a suitable vehicular link between the said land and a public highway to enable the said land and development authorised to be carried out thereon to use the connecting estate road for all purposes and without restriction or any requirement as to payment for providing and allowing use of the said connection to the estate road</p>
"Highways Improvement Contribution"	means the sum of £50,000.00 (Fifty Thousand Pounds) to be paid to the County Council towards highway improvement works at Benton Street to address issues with on-street parking and narrow footways
"Highways PROW Contribution"	<p>means the sum of £15,000.00 (Fifteen Thousand Pounds) to be paid to the County Council towards improvements to the PROW network as follows:</p> <ul style="list-style-type: none"> • Upgrade of Hadleigh Public Footpath 22 and Aldham Public Footpath 3 to be upgraded to bridleway status to allow access between the Development and the bridleway network for recreation and leisure purposes; and • Upgrade of Hadleigh Public Bridleway 27 to provide access between the

	<p>Development and the PROW network to the east of the Development including access to RSPB Wolves Wood, works to improve the surface of the bridleway.</p> <p>(unless otherwise agreed in writing between the Owner, District Council and County Council)</p>
"HRA Mitigation Contribution"	<p>means the sum of £33,276.00 (Thirty Three Thousand Two Hundred and Seventy Six Pounds) to be paid to the District Council for the purpose of habitat impact mitigation works as agreed or as set out in the published Suffolk Recreational Disturbance Avoidance and Mitigation Strategy</p>
"Interest"	<p>interest at four (4) per cent above the base lending rate of the Bank of England from time to time</p>
"Libraries Contribution"	<p>means the sum of £58,968.00 (Fifty Eight Thousand Nine Hundred and Sixty Eight Pounds) to be paid to the County Council to fund replacement of the floor to extend internal space and provide a dedicated children's area and enhancement of the IT area and teen study facilities within Hadleigh Library</p>
"Management Company"	<p>a company or body who may take over responsibility for the future management and maintenance of the Open Space and the Employment Land Open Space (as appropriate) and which definition may include a residents association established for this purpose or a private limited company established or appointed to perform such functions</p>

"Market Dwellings"	those Dwellings which are general market housing for sale or rent on the open market and which are not Affordable Housing Units
"Market Rent"	means market rent as defined in the latest edition of the Red Book and certified by a member of the Royal Institution of Chartered Surveyors
"NDSS"	means the nationally described space standards published from time to time by HM Government
"NEAP Contribution"	means the means the sum of £91,000.00 (Ninety One Thousand Pounds) to be paid to the District Council towards the provision of a NEAP on land within Phase 3 of the development which adjoins the Site the details of which are to be agreed with the District Council as part of any planning permission for phase 3
"NPPF"	means the National Planning Policy Framework (July 2021) (as amended or replaced)
"Nominated Body"	means one of the following: a) the Town Council; or b) such other body as the District Council may agree
"Notice of Actual Commencement"	notice in writing to advise of the actual Commencement Date
"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
"Off Site Skylark Mitigation Contribution"	means the sum of £23,000.00 (Twenty Three Thousand Pounds) to be paid to the District Council towards the delivery of mitigation measures and a long-term management plan to promote Skylark and other farm land bird breeding territories off the Site
"Open Space"	the areas of open space and onsite playing area (to include any sustainable drainage system) which shall be provided pursuant to the Planning Permission (with a total of up to 1.1 ha of open space to be provided on the Development) unless otherwise agreed with the District Council in writing and shown indicatively shaded green on drawing 942-P-304 appended hereto and marked as Plan 8
"Open Space Commuted Sum"	means the sum of £601,293 (six Hundred and One Thousand Two Hundred and Ninety Three Pounds) to the District Council or as otherwise agreed to be paid for the ongoing management and maintenance of the Open Space following transfer to the District Council
"Open Space Specification"	means the specification and timing in connection with the Development for delivery of the Open Space including the specifications plans and drawings showing but not limited to the location, layout and design of the Open Space including details of any proposed play areas and equipment, landscaping, paths and access arrangements, street furniture and fencing litter bins and dog waste bins together with details of

	the proposed future management and maintenance regime for the Open Space and all elements within it to be agreed in writing with the District Council in accordance with Part 3 of the Second Schedule
"Open Space Transfer"	<p>a transfer of the Open Space which inter alia shall contain the following provisions:</p> <ul style="list-style-type: none"> a) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title at a nominal consideration of £1.00; b) All easements and rights necessary in relation to access for the benefit of the Open Space; c) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development; d) Restrictive covenants as to use and development and otherwise as is reasonable to safeguard the Open Space for its intended purpose: <ul style="list-style-type: none"> (i) Not to use or permit the Open Space to be used for any purpose other than for the provision of recreational facilities or amenity land for use by the general public as open space or for the purposes of sustainable drainage (as appropriate);

	<p>(ii) Not to use or permit the Open Space to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development</p> <p>e) payment of the Open Space Commuted Sum to the District Council or in the event the Nominated Body is the Town Council and the Open Space is transferred to the District Council or the Town Council</p>
"Out of Hours Emergency Taxi Service"	means a complimentary taxi service provided by employers within the Employment Land to vulnerable employees who would otherwise be at risk due to an absence of suitable alternative means of getting to their home outside normal working hours and who are also Eligible Persons
"Out of Hours Emergency Taxi Service Eligible Persons" ("Eligible Persons")	<ol style="list-style-type: none"> Staff who travel to work by non - car modes may, under special circumstances which constitutes a genuine emergency require an Emergency Ride Home (ERH) including: <ul style="list-style-type: none"> Public transport users Car-sharers Cyclists Walkers / runners. An ERH will be provided to those staff who travel to work by non – car modes of transport and who due to their vulnerability combined with the emergency situation should be

	provided with a free ERH whether with another employee/staff member or by taxi.
"Out of Hours Emergency Taxi Service Strategy"	<p>means the strategy to be submitted to the District Council for approval prior to the Occupation of any business premises on the Employment Land which sets out the following in respect of the Out of Hours Emergency Taxi Service:</p> <ul style="list-style-type: none"> • How the Out of Hours Emergency Taxi Service shall operate; • How the Out of Hours Emergency Taxi Service shall be restricted to Out of Hours Emergency Taxi Service Eligible Persons only; • Any restrictions on the use of the Out of Hours Emergency Taxi Service and for the avoidance of doubt an ERH cannot be used for personal errands, pre-planned appointments of any kind, business related travel, non-emergency side trips on the way home; and • Details of the travel information pack containing these guidelines for the Out of Hours Emergency Taxi Service which shall be provided to all employees which strategy may be varied from time to time with the written approval of the District Council and which may vary from business to business where circumstances justifies this.

"Owner"	means together the First Owner, the Second Owner, the Third Owner and the Leasehold Owner <i>unless stated to the contrary</i>
"Plans"	the plans attached to this Deed and which are numbered as Plans 1 to 9
"Planning Permission"	the planning permission bearing reference DC/19/05419 subject to conditions which may be granted by District Council pursuant to the Application
"Practical Completion"	issue of a certificate of practical completion by the Owner's architect or project manager or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect or project manager
"Prepared and Serviced Site"	<p>means in relation to the Early Years Education Site:</p> <p>(b) properly drained of even gradient and levelled free of contamination and noxious plant or weed growth to the satisfaction of the County Council fenced and secured, all rubbish has been removed, and no interests, environmental physical constraints or encumbrances exist which shall affect the proposed use of the relevant land; and</p> <p>(c) having connections to the boundary of the Early Years Education Site for mains water, sewerage, gas, electricity and telecommunications including broadband internet appropriate to the proposed use of the land for an Early Years Education Facility</p>

	and with sufficient vehicular and pedestrian access to the land from the public highway initially to a suitable standard for construction traffic/access and thereafter to adoptable standards for use by the public and for service access but otherwise with no other rights of way over it.
"Primary School Contribution"	means the sum of £431,700.00 (Four Hundred and Thirty One Thousand Seven Hundred Pounds) to be paid to the County Council towards the expansion improvement or enhancement of the existing primary school provision at any or all of the Hadleigh Community Primary School, St Mary's Church of England Primary School, Beaumont Community Primary School to meet the needs arising from the Development.
"Protected Person"	<p>any person who has:</p> <p>a) exercised the right to acquire pursuant to the Housing and Regeneration Act 2008;</p> <p>b) exercised the right to acquire pursuant to any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit and;</p> <p>c) any person who has staircased the equity in their Shared Ownership Dwelling to 100% and;</p> <p>d) any successor in title to a)-c) above</p>
"Red Book"	means the RICS Valuation – Global Standards 2021 (the Red Book) or such other document amending, consolidating or replacing it

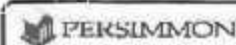


Affordable Housing Key

- Diverse Intermediate Dwelling
- Diverse Rental Dwelling

Plan 1

1. Overall site plan showing the location of the development within the site boundary.	1:1	10/10/10
2. Detailed site plan showing the layout of the development.	1:1	10/10/10
3. Detailed site plan showing the layout of the development.	1:1	10/10/10
4. Detailed site plan showing the layout of the development.	1:1	10/10/10
5. Detailed site plan showing the layout of the development.	1:1	10/10/10



Persimmon
1000
1000
1000
1000
1000

Hadleigh
Phase 2
Charles Church

Affordable Housing Layout
Sheet 1 of 2

Site ID: 941-P-160	Date: 10/10/10
Client: CA	Drawn by: BY
Checked by: CA	Scale: 1:1

941-P-160

North Arrow



Plan 2

Legend

- On-site in Access Area During
- On-site During Overlap

PERSIMMON 10000 10th Ave S, Suite 100 Overland Park, KS 66204 Tel: 913.241.1000 Fax: 913.241.1001 Email: info@persimmon.com	
Hadley Phase 2 Persimmon Homes	
Affordable Housing Legend Sheet 2 of 2	
Project No. 941-P-151	Date 01/15/15
Drawn By JLP	Checked By JLP
Scale 1" = 100'	Date 01/15/15



Plan 3

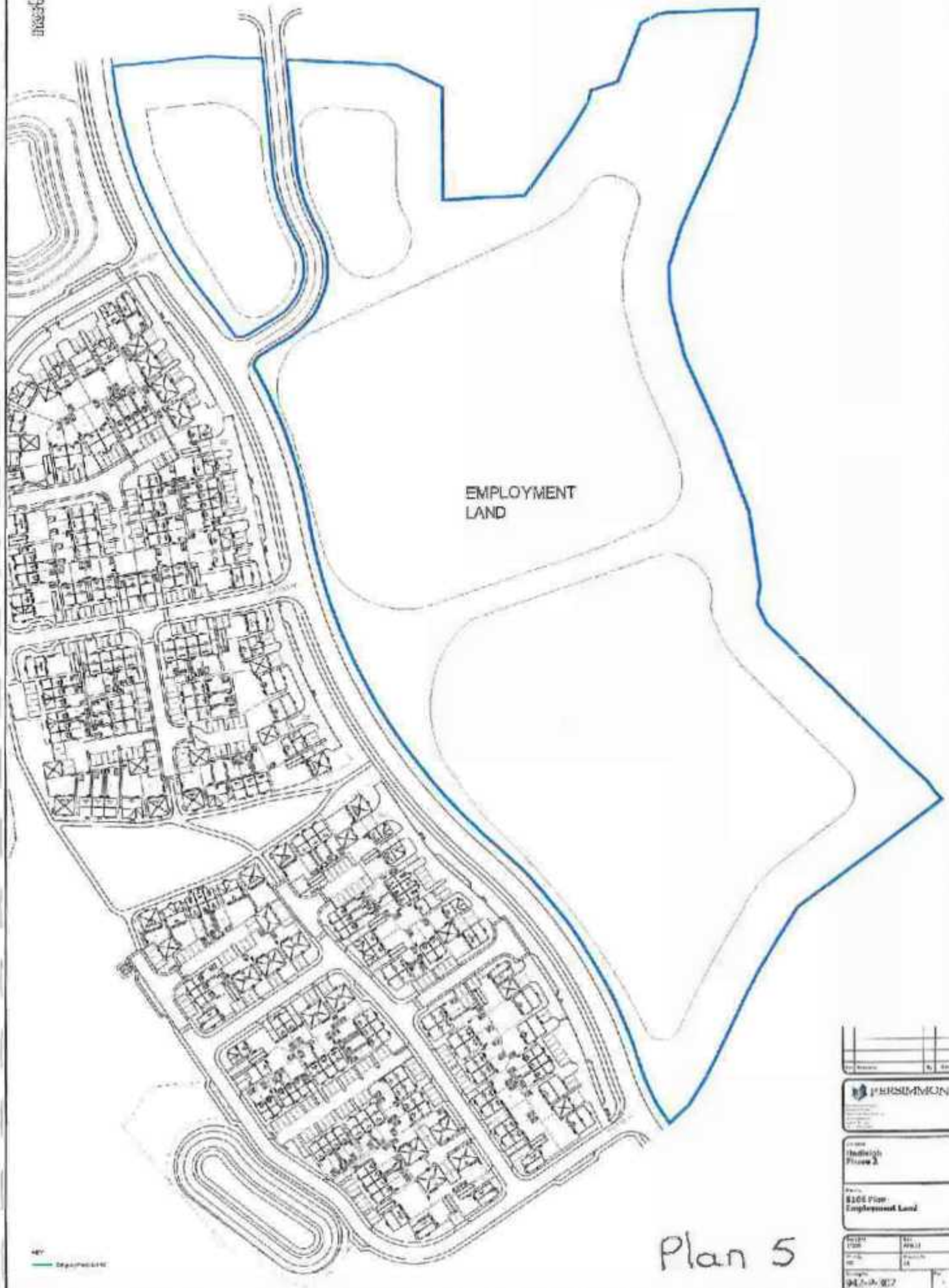
Project Name		Date	
PRESTIMON			
Project Location			
Phase 2			
Client			
GDM Plan - Buffer Zone - Employment			
Scale	1:500	Sheet	1 of 1
Drawing No.		942-P-300	



PERSIMMON
 Hadleigh Phase 2
 Persimmon Homes
 Plan 4

Hadleigh Phase 2 Persimmon Homes
S106 Plan-Early Years Site

Scale: 1:500	Date: APR'22
Drawn by: AT	Checked by: CL
Drawing No: 942-P-301	Rev: -

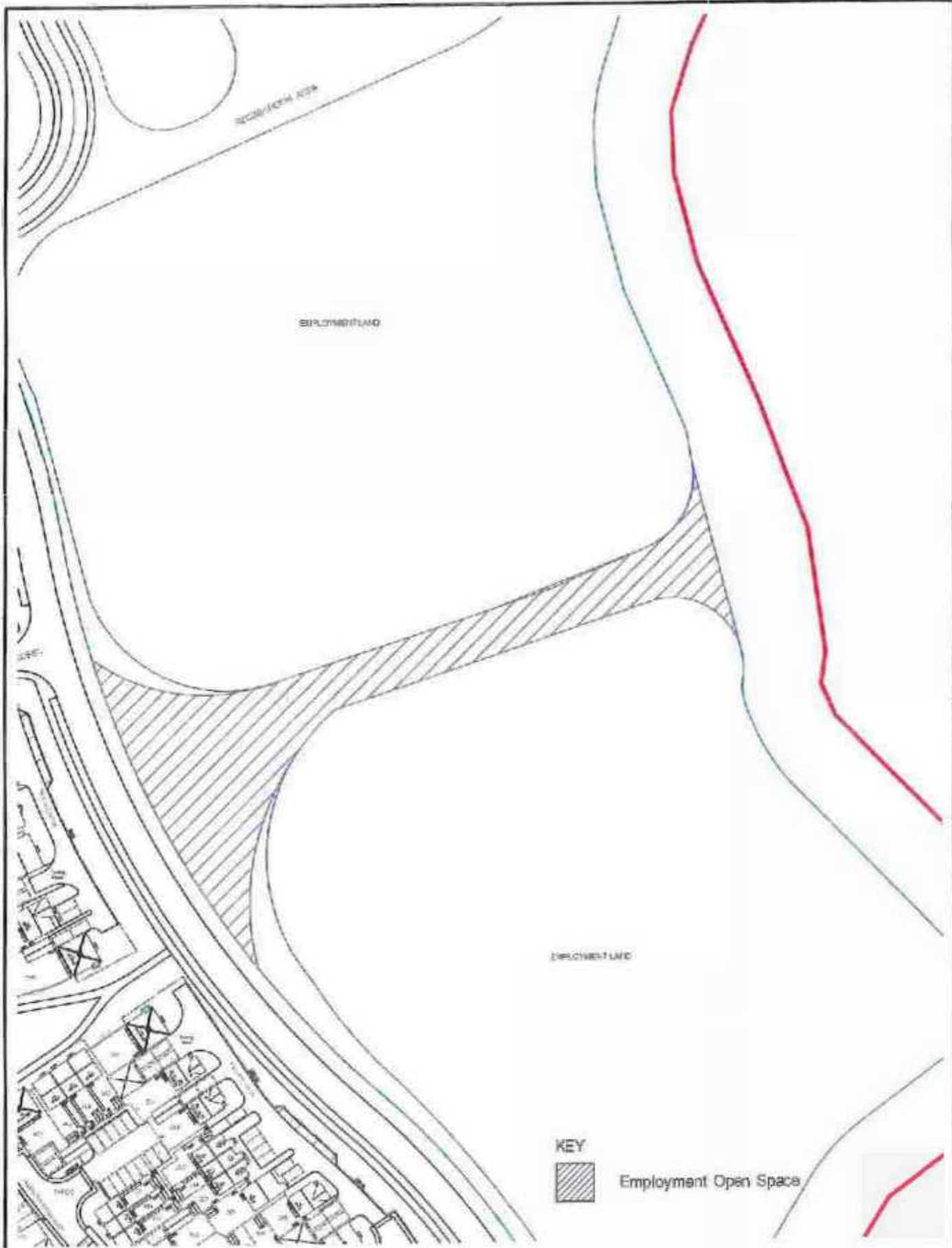


EMPLOYMENT
LAND

Plan 5

40' 0" 1:2000 Scale

Project Name Hendriks Place 2	
Project Number 8106 Plan: Employment Land	
Project Location 1000	Project Date 04/10/2017
Project Status 1A	Project Type 1A



PERSIMMON

Persimmon Homes Ltd.
Persimmon Homes Ltd.
One Canal, One Avenue
Barnsley S10 2JN
Tel: 01223 212121

Plan 6

Site Name:

**Hadleigh
Phase 2
Persimmon Homes**

Drawing:

**S106 Plan-
Employment Open
Space Plan**

Scale 1:100

1:100

1:100

1:100

1:100

1:100

1:100

Date

10/02/22

10/02/22

10/02/22

10/02/22

10/02/22

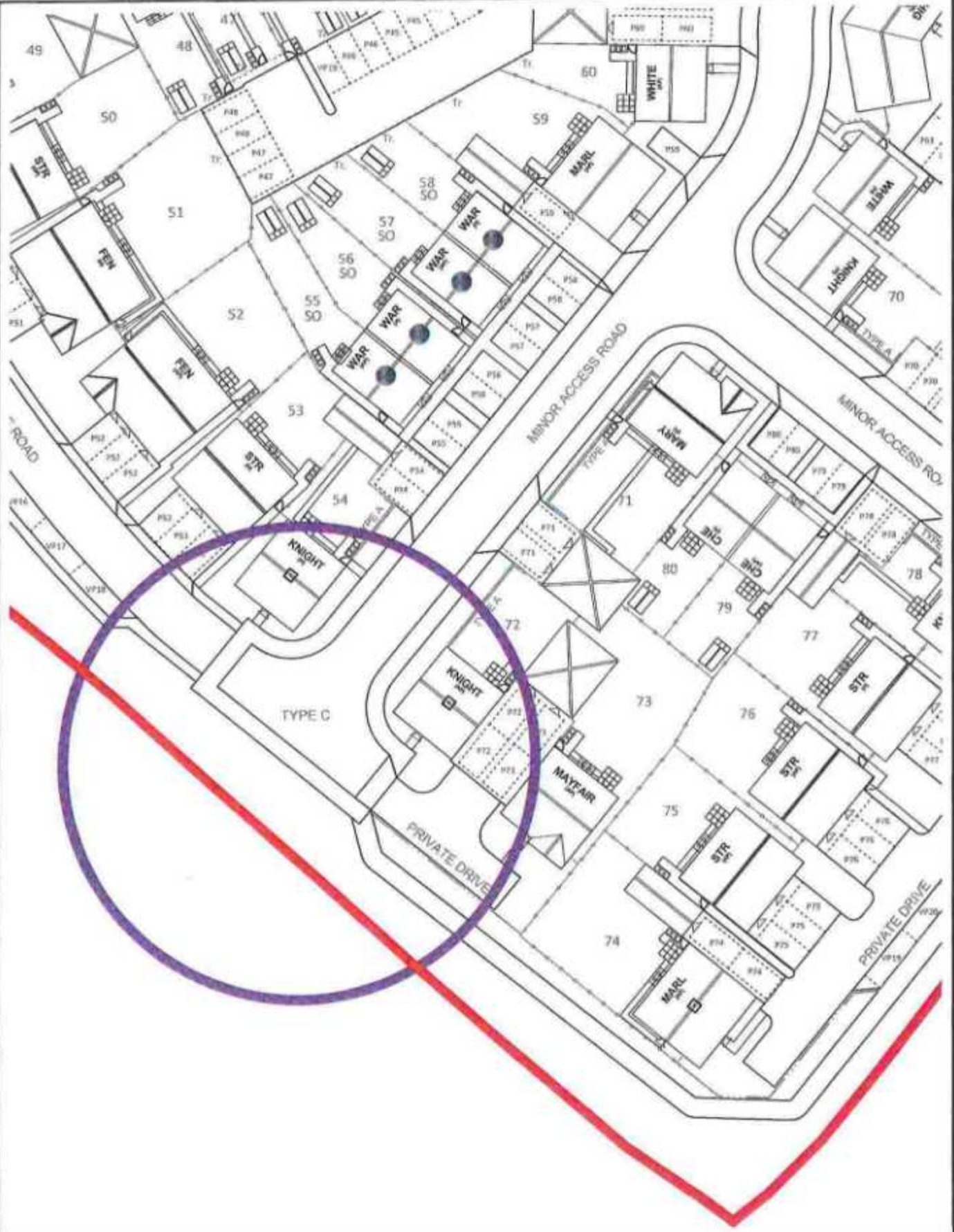
10/02/22

Drawing No:

942-P-303

Rev

-



PERSIMMON
 Persimmon Homes Ltd.
 Park View House
 Chapel Close, Chapel Allerton
 Leeds, West Yorkshire
 LS20 2BQ
 Tel: 0113 275 2700

Plan 7

Site Name:
Hadleigh Phase 2 Charles Church

Drawing:
S106 Plan-Location of future highway connection to housing allocation

Scale: 1:500	Date: APR/22
Drawn By: AH	Checked By: GL
Drawing No: 942-P-305	
Rev: -	



Plan 8





PERSIMMON
 Planning & Design
 Environmental & Social
 Sustainability
 & Construction

Site Name:
**Hudleigh
 Phase 2**

Document:
**Site Location Plan
 Plan 9**

Scale:	1:500	Scale:	1:10,000
Drawn by:	SW	Checked by:	SW
Drawn by:	941-P-099	Checked by:	

"Registered Provider"	means 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 HE under Chapter 3 of that Act. For the avoidance of doubt this includes the District Council.
"Reservation Period"	means 10 years from the Commencement of Development
"RTA Purchaser"	means a former tenant of an Affordable Housing Unit who purchases the Affordable Housing Unit under the right to buy under Part V of the Housing Act 1985 or pursuant to the right to acquire under the Housing and Regeneration Act 2008 or any similar or substitute statutory rights or contractual rights in force from time to time
"Secondary School Contribution"	means the sum of £1,093,650.00 (One Million and Ninety Three Thousand Six Hundred and Fifty Pounds) to be paid to the County Council towards the expansion improvement or enhancement of Hadleigh High School to meet the needs arising from the Development.
"Secondary School Land Contribution"	means the sum of £134,916.00 (One Hundred and Thirty Four Thousand Nine Hundred and Sixteen Pounds) to be paid to the County Council towards the acquisition costs of land required for the provision or expansion of secondary school accommodation
"Shared Ownership Dwellings"	means each of the 25 Dwellings to be let on a Shared Ownership Lease to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or

	such other household income for the time being in force in accordance with the terms as set out in HE's capital funding guide
"Shared Ownership Lease"	a lease or sub-lease of a Shared Ownership Dwelling granted at a premium whereby not less than 10% (ten percent) and not more than up to 75 (seventy five percent) on first purchase of the equitable interest is paid by the tenant on completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates and which lease shall allow a rent to be charged on the remainder of the equitable interest not purchased, such rent not to exceed an annual sum calculated at 2.75% of the value of the equity retained by the Registered Provider at the date of the grant of the Shared Ownership Lease or such other figure permitted by Homes England from time to time and any capital receipt received by the Registered Provider in excess of eighty per cent (80%) as a result of the tenant exercising their right to staircase out to one hundred per cent (100%) shall be retained by the Registered Provider for re-investment in Affordable Housing within the district of Babergh for a period of five (5) years from the date of receipt and if not spent within five (5) years the Registered Provider
Sixth Form Contribution	means the sum of £213,975.00 (Two Hundred and Thirteen Thousand Nine Hundred and Seventy Five Pounds) to be paid to the County Council

	towards the expansion improvement or enhancement of Suffolk One Sixth Form College, Ipswich.
"Site"	the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on Plan 9
"Slab Level"	means any works to a Dwelling below finished floor levels
"Sports Facilities Contribution"	means the sum of £98,250.00 (Ninety Eight Thousand Two Hundred and Fifty Pounds) to be paid to the District Council towards the provision of sports facilities or related improvements to Layham Road Sports Ground
"Town Council"	Hadleigh Town Council
"Transfer"	Means in the case of the Early Years Site a freehold transfer to the County Council of the Early Years Site at a nominal consideration of £1.00
"Travel Plan Contribution"	means the sum of £101,365.00 (One Hundred and One Thousand Three Hundred and Sixty Five Pounds) BCIS Indexed
"Travel Plan "	means a management plan that outlines targets, objectives and a package of measures to encourage sustainable travel choices and reducing reliance on the private car in relation to the Development, which is monitored and reviewed annually, to mitigate the potential highway impact of the Development
"Utilities"	means gas water electricity telephone broadband foul drainage and surface water drainage (including such legal rights as the County Council

	considers necessary for the discharge of surface water over adjoining land) and any and all other media services and or utilities as may in the County Council's reasonable view be appropriate with appropriate rights to use all relevant delivery infrastructure constructed to the boundary of the Early Years Education Site
"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 there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually insofar as such obligation relates to land within such party's ownership unless there is an express provision otherwise
- 2.5 Any reference to an act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it

- 2.6 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions
- 2.7 Where this Deed requires a plan or strategy or other document to be submitted to the District Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document
- 2.8 References to a "Plan" or "Drawing" in this Deed shall be reference to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed between the Owner, the District Council and the County Council
- 2.9 None of the covenants contained in this Deed on the part of the Owner shall be enforceable against:
- 2.9.1 those persons who purchase (including purchasers by way of long lease) any Dwelling for occupation by themselves or their lessees tenants or individuals of the Dwellings (save that the restrictions relating to Occupation set out herein in respect of the Affordable Housing Units set out in paragraphs 1.5 of Part 2 of the Second Schedule shall be enforceable against the owners and occupiers of such units); or
- 2.9.2 any statutory undertaker who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.
- 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 by the District Council and the County Council as appropriate as local planning authorities against the Owner or its successors in title
- 3.3 This Deed is a deed and may be modified or discharged in part or in total at any time after the date of this Deed by deed between the parties
- 3.4 This Deed is a local land charge and upon completion shall be registered by the District Council as such

4. CONDITIONALITY

- 4.1 The obligations in the Schedules to this Deed are conditional upon:
 - 4.1.1 the grant of the Planning Permission; and
 - 4.1.2 the Commencement of Development
- save unless they are expressly worded so as to take effect prior to either of the events specified in 4.1.1 and 4.1.2

5. THE OWNER'S COVENANTS

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

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

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

7. MISCELLANEOUS

- 7.1 The Owner shall act in good faith and shall co-operate both with the District Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the District Council and or the County Council to have access to any part of the Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein
- 7.2 The Owner agrees declares and covenants both with the District Council and County Council to observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed
- 7.3 The Owner covenants to pay to the District Council on completion of this Deed the proper and reasonable legal costs of the District Council incurred in the negotiation preparation and execution and completion of this Deed
- 7.4 The Owner covenants to pay to the District Council the District Council Monitoring Fee as it relates to the residential component of the Development prior to Commencement of Development of the residential areas within the Development (such areas being all parts of the Site excluding the Employment Land) and the District Council Monitoring Fee as it relates to the Employment Land prior to Commencement of Development of the Employment Land
- 7.5 The Owner covenants to pay to the County Council the County Council Monitoring Fee as it relates to the residential component of the Development and the County Council Monitoring Fee as it relates to the Employment Land on completion of this deed.
- 7.6 The Owner 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
- 7.7 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

- 7.8 Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from either the District Council or the County Council under the terms of this Deed such approval 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 District Council by the Chief Planning Officer and on behalf of the County Council by the Executive Director of Growth, Highways and Infrastructure or officer acting under his hand
- 7.9 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall, on application by the Owner, forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.10 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
- 7.11 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 District Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
- 7.12 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 of the Site to which the breach relates save for an interest arising only from the grant or reservation of an easement or similar right or the benefit of any restrictive covenant in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.13 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 PROVIDED THAT if the District Council and the County Council agrees in

writing following an application under section 73 of the Act for planning permission subject to different conditions attached to the Planning Permission and whether granted by the District Council or on appeal the provisions of this Agreement shall be deemed to bind the new planning permission and to apply in equal terms to the new planning permission unless the District Council and /or the County Council in determining the application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application, when a separate deed under section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

7.14 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived

7.15 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the District Council or the County Council

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

7.17 The Owner covenants and warrants to the District Council and the County Council that it has full power to enter into this Deed and there is no other person having a charge over or any other interest over that part of the Site registered with the Land Registry under title numbers SK189024, SK204990, SK357068, SK385800

8. **WAIVER**

No waiver (whether expressed or implied) by the District 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 District Council, 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 District Council and the County Council to give each of them independently written notice of any transfer in ownership of its freehold interest in the Site and the transfer, assignment or surrender by the Leaseholder of its interest 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

10. 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 the District Council or the County Council entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

10.1 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)

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

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

10.4 such employee or agent may take photographs measurements and levels

10.5 such employee or agent may not remain on the Site for longer than is reasonably necessary for carrying out a proper inspection

10.6 such employee or agent and any other accompanying persons shall comply with the Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety

11. INDEXATION

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

11.1 A is the sum payable under this Deed;

11.2 B is the original sum calculated as the sum payable;

11.3 C is the BCIS Index for the month two (2) months before the date on which the sum is payable;

11.4 D is the BCIS Index for the month two (2) months before the date of this Deed;
and

11.5 C/D is greater than 1.

12. VAT

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

13. INTEREST

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of payment.

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

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THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 14.2

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

The District Council	The Chief Planning Officer Babergh District Council, Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure Constantine House 5 Constantine Road Ipswich Suffolk IP1 2DH
The First Owner	To the address given at the start of this Deed
The Second Owner	To the address given at the start of this Deed
The Third Owner	To the address given at the start of this Deed
The Leaseholder	To the address given at the start of this Deed

- 14.3 Any notice or other written communication to be given by either the District Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the District Council or the County Council by a duly authorised officer of the District Council or the County Council as appropriate

15. DISPUTE RESOLUTION

- 15.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.

15.2 If the matter is not resolved through negotiation within 40 Working Days the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.

15.3 If the matter has not been resolved by an ADR procedure within 20 Working Days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institution of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.

15.4 Nothing in Clauses 15.1 and 15.2 shall apply to the recovery of ascertained or ascertainable sums or prevent the parties from commencing or continuing court proceedings.

16. **SATISFACTION OF ANY OF THE TERMS 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 District Council and/or County Council as the case may reasonably warrant for a certificate to that effect and upon the District Council and/or County Council being satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied and upon the payment by the Owner of the District Council's or County Council's reasonable costs in issuing the certificate, the District Council or County Council shall forthwith issue a certificate to such effect

17. **COMMUNITY INFRASTRUCTURE LEVY**

The parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) 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

18. **NOTIFICATION OF PROGRESS**

The Owner covenants to inform the District Council and County Council by way of written notice within ten (10) Working Days following:

18.1 Commencement of Development;

18.2 Occupation of the first (1st) Dwelling;

18.3 Occupation of the 49th Dwelling

18.4 Occupation of 50% of the Dwellings;

18.5 Occupation of the 74th Dwelling;

18.6 Occupation of 75% of the Dwellings;

18.7 Occupation of the final Dwelling; and

18.8 Completion of the Development.


19. JURISDICTION

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

20. 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

651



657

100

Authorised Officer

1992-1993: 1st year
 1994-1995: 2nd year
 1996-1997: 3rd year

11

Authorised Officer

██████████

[illegible]

PHILIP ROBERTS
Ellisons
Solicitors
Headgate Court
C. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841,

addition

SIGNED AS A DEED BY
HUGH MORLEY PARTRIDGE

In the presence of

Witness Name

Witness Address:

Witness Occupation

PHILIP ROBERTS
F. Ellisons
Solicitors
Headgate Court
Colchester
Essex CO1 1NP

solicitor

SIGNED AS A DEED BY
ROGER CLEMENT PARTRIDGE

In the presence of

Witness Name

Witness Address:

Witness Occupation

PHILIP ROBERTS
Ellisons
Solicitors
Headgate Court
Colchester
Essex CO1 1NP

solicitor

EXECUTED AS A DEED BY

P.S. CB PARTRIDGE & SONS LIMITED

In the presence of

Witness Name

Witness Address:

PHILIP ROBERTS
Ellisons
Solicitors
Headgate Court
Colchester
Essex CO1 1NP

Witness Occupation

Solicitor

EXECUTED AS A DEED BY
PERSIMMON HOMES LIMITED

In the presence of

Witness Name

STUART MCADAM

Witness Address:

c/o PERSIMMON HOMES
PERSIMMON HOUSE
ORION COURT
GREAT BLAKENHAM
SUFFOLK. IP8 0LW

Witness Occupation

PLANNING MANAGER, PERSIMMON HOMES.

SIGNED AS A DEED BY
MARGARET BRIGHTWELL



In the presence of



Witness Name

TIMOTHY BACON

Witness Address:

do Ellman Solicitors
Westerland Park

Witness Occupation

1pmwch
SOLICITOR

SIGNED AS A DEED BY
PAUL BRIGHTWELL



In the presence of

Witness Name

as above

Witness Address:

Witness Occupation

FIRST SCHEDULE

Part 1

Freehold Interests

The First Owner is the freehold owner of part of the Site the title to which registered at the Land Registry with Title Absolute under Title Number SK189024. The Third Owner has the benefit of an option to purchase the First Owner's land dated 27 April 2018.

The Second Owner is the freehold owner of part of the Site the title to which registered at the Land Registry with Title Absolute under Title Number SK357068. The Third Owner has the benefit of an option to purchase the Second Owner's land dated 19 May 2017.

The Third Owner is the freehold owner of part of the Site the title to which registered at the Land Registry with Title Absolute under Title Number SK385800.

Leasehold Interests

The Leaseholder has the benefit of a 999 year lease over part of the Site the title to which is registered at the Land Registry under Title Number SK204990.

Part2

Description of the Site

Freehold land SOUTH OF TOWER MILL LANE/EAST OF FROG HALL LANE HADLEIGH SUFFOLK within registered title numbers SK189024, SK204990, SK357068, SK385800 shown edged red for identification only on Plan 9.

SECOND SCHEDULE

THE OWNER'S COVENANTS WITH THE DISTRICT COUNCIL

PART1

The Owner shall give the District Council Notice of Actual Commencement not less than ten (10) Working Days' of Commencement of the Development

PART2

AFFORDABLE HOUSING

- 1.1 Having given notice under paragraph 1 Part 1 of this Second Schedule the Owner shall endeavour to agree with the District Council in writing on the identity of the Registered Provider or other body to which the Affordable Housing Units are to be transferred such agreement not to be unreasonably withheld or delayed. The Owner may Commence the Development whilst that process is ongoing but shall not Occupy or permit Occupation of any Market Dwellings until the Identity of the Registered Provider has been agreed with the District Council in writing (such approval not to be unreasonably withheld or delayed)
- 1.2 The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission and to a standard of construction that meets HE approval (unless otherwise agreed in writing) which complies with the NDSS and the Affordable Housing Plan
- 1.3 Subject to paragraph 1.8 below the Owner shall:
 - 1.3.1 not Occupy or permit Occupation of more than fifty per cent (50%) (rounded up to the nearest whole Dwelling) of the Market Dwellings until fifty per cent (50%) of the Affordable Housing Units have been constructed and are ready for Occupation and have been transferred to the Registered Provider; and
 - 1.3.2 not Occupy or permit Occupation of more than eighty per cent (80%) (rounded up to the nearest whole Dwelling) of the Market Dwellings until all of the Affordable Housing Units have been constructed and are ready for Occupation and have been transferred to the Registered Provider

- 1.4 Any transfer to a Registered Provider of the land on which the Affordable Housing Units will be constructed shall be:
- 1.4.1 with vacant possession;
 - 1.4.2 free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);
 - 1.4.3 subject to grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units; and
 - 1.4.4 subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation, use, maintenance and management of the Development
 - 1.4.5 a requirement to enter into the Affordable Housing Nomination Agreement with the District Council
- 1.5 The Affordable Housing Units shall be Occupied for no other purpose than as Affordable Housing save where provided otherwise in paragraphs 1.6 and 1.7 below
- 1.6 The District Council and the Owner agree that the obligations and restrictions contained in this Second Schedule Part 2 paragraph 1 shall not bind:
- 1.6.1 a mortgagee, chargee or receiver who has complied with the provisions of paragraph 1.7 of this part of this Schedule;
 - 1.6.2 any RTA Purchaser;
 - 1.6.3 any Affordable Housing Unit where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant scheme under section 21 of the Housing Act 1996 or any amendment or replacement thereof;
 - 1.6.4 a leaseholder of a Shared Ownership Dwelling who has exercised their right under a shared ownership lease to acquire 100% of the equity of their property;
- or

1.6.5 any person or body deriving title through or from any of the parties mentioned in this paragraph 1.6

1.7 Any Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give prior written notice to the District Council of its intention to dispose:

1.7.1 in the event that the District Council responds within thirty (30) Working Days' from receipt of a notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard it/them as Affordable Housing Unit(s); and that such a transfer would take place within forty Working Days' (40) from receipt of the notice then the Chargee shall cooperate with such reasonable arrangements and use reasonable endeavours to secure such transfer

1.7.2 if the District Council does not serve its response to the notice served under paragraph 1.7 within thirty (30) Working Days' then the Chargee shall be entitled to dispose free of the restrictions set out in this Second Schedule Part 2 paragraph 1 which shall from the time of the completion of the disposal cease to apply

1.7.3 if the District Council cannot within forty (40) Working Days' of the date of service of its response under paragraph 1.7.1 secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 1.7 the Chargee shall be entitled to dispose free of the restrictions set out in this Second Schedule Part 2 paragraph 1 which shall from the time of the completion of the disposal cease to apply

PROVIDED THAT at all times the rights and obligations in this paragraph 1.7 shall not require the Chargee to act contrary to its duties and rights under the charge or mortgage and that the District Council must give consideration to protect the interest of the Chargee in respect of monies outstanding under the charge or mortgage.

1.8 In the event that the Registered Provider (within forty (40) Working Days' of written invitation) is unable to make an acceptable offer to purchase the Affordable Housing Units or no longer wants to purchase the Affordable Housing Units to enable the Owner to transfer the Affordable Housing Units to the Registered Provider pursuant to paragraph 1.4 of this Second Schedule Part 2 the Owner shall:

- 1.8.1 notify the District Council 3 months prior to the Practical Completion of the Affordable Housing Units;
- 1.8.2 set out the reasons (together with any supporting evidence) in writing why a transfer to the Registered Provider has not been entered into pursuant to paragraph 1.4 of Part 2 of this Second Schedule
- 1.8.3 submit any other information reasonably requested by the District Council to satisfy why the Owner have not been able to enter into a transfer with the Registered Provider pursuant to paragraph 1.4 of Part 2 of this Second Schedule
- 1.8.4 calculate a commuted sum to be agreed by and paid to the District Council (or such other body as the District Council may elect) in lieu of providing the Affordable Housing Units on the Site but for the avoidance of doubt shall be calculated in accordance with the District Council's policies (if any) as are applicable at the time of the calculation and shall be paid to the District Council in phases in accordance with any phasing of the Development to be agreed with the District Council
- 1.8.5 any commuted sum payment received by the District Council (or such other body as the District Council may elect) shall be ring-fenced and shall be used for investment in Affordable Housing within the Babergh district
- 1.8.6 upon the commuted sum payment being received by the District Council (or such other body as the District Council may elect) the provisions of this paragraph 1 of Part 2 of this Second Schedule shall no longer be applicable in respect of those Dwellings that were the Affordable Housing Units and the Owner shall be free to dispose of said Dwellings as Market Dwellings

Affordable Housing Table
Shared Ownership = 25 Dwellings
15 x Wareham 2B4P(House) 3 x Dallington 3B5P (House) 4 x Ripley 2B3P (Bungalow) 3 x S103H 3B5P (House)
Rented = 71 Dwellings

6 x Piel 1B2P (Flat)
6 x Higham 2B3P (Flat)
34 x Wareham 2B4P (House)
7 x Dallington 3B5P (House)
5 x Ripley 2B3P (Bungalow)
13 x S103H 3B5P (House)

PART 3

OPEN SPACE

- 1.1 The Owner hereby covenants with the District Council that prior to the commencement of any works above Slab Level to submit the Open Space Specification to the District Council for approval save that more than one Open Space Specification may be submitted for different parts of the Site and different parts of the Development
- 1.2 The Owner covenants not to commence any works above Slab Level unless and until the Open Space Specification or the Open Space Specification for the relevant part of the Site has been approved by the District Council in writing such approval not to be unreasonably withheld or delayed and in any event the District Council shall give notification of its decision to approve or reject (and to give its reasons for rejection and specify any changes it requires to the Open Space specification at the time of rejection) within 30 Working Days of receipt of the Open Space Specification otherwise the same shall have been deemed to have been approved
- 1.3 Before implementing the Open Space Specification approved by the District Council in writing the Owner shall offer to transfer to the District Council the Open Space and where the District Council accept such offer within 30 Working Days of its receipt the provisions of paragraphs 1.5 to 1.10 below shall apply.
- 1.4 In the event that the District Council refuse to accept the offer of a transfer of the Open Space or fail to respond to an offer made pursuant to paragraph 1.3 the Owner shall then offer to transfer the Open Space to a Nominated Body if directed by the District Council to do so in writing within 30 Working Days of the date of the initial offer of transfer specified in paragraph 1.3. Any offer made to a Nominated Body pursuant to this clause 1.4 shall be open for acceptance within 30 Working Days from the date of the offer and where accepted the provisions of paragraphs 1.5 to 1.10 shall apply. in

the event that the Nominated Body refuse to accept the offer of a transfer of the Open Space or fail to respond to an offer made pursuant to this paragraph 1.4 the Owner shall then transfer the Open Space to a Management Company for the future maintenance of the Open Space in perpetuity and the Owner shall obtain the District Council's written approval of details of the proposed Management Company its corporate structure, directors and officers (where known).

- 1.5 The Owner hereby covenants with the District Council not to permit the Occupation of any more than 75% of the Dwellings until the Open Space has been provided in accordance with the approved Open Space Specification (unless otherwise agreed in writing)
- 1.6 The Owner further covenants with the District Council to maintain the Open Space for use by the public as open space until the date upon the transfer described in paragraphs 1.7 of this Part 3 of the Second Schedule has been completed
- 1.7 The Owner covenants that following the District Council's written confirmation that the Open Space has been laid out and equipped in accordance with the approved Open Space Specification to transfer the freehold thereof to the District Council or to a Nominated Body (as appropriate) such transfer shall for the avoidance of doubt include a covenant that the Open Space shall thereafter be retained and maintained in accordance with the Open Space Specification and the Planning Permission for the benefit of all residents of the Development
- 1.8 The Owner covenants at its own cost to maintain and manage the Open Space strictly in accordance with the approved Open Space Specification and the Planning Permission until such time as it has been transferred in accordance with paragraph 1.7 or 1.11
- 1.9 The Open Space is to be transferred for the sum of One Pound (£1) in accordance with the Open Space Transfer no later than the Occupation of 80% of the Dwellings or by such later date as the parties to the transfer shall agree
- 1.10 Where the Open Space is transferred to the District Council or other Nominated Body the Owner will pay to the District Council or such other Nominated Body the Open Space Commuted Sum on the date of such transfer together with the Dog Bin Contribution.

- 1.11 Where the District Council or a Nominated Body fail to accept an offer to transfer the Open Space or having accepted such an offer fail to take a transfer of the Open Space within the period specified in paragraph 1.19 the Owner shall then transfer the Open Space to a Management Company on the Open Space Transfer Terms and will pay to the Management Company the Open Space Commuted Sum on the date of such transfer together with the Dog Bin Contribution

PART 4

HRA MITIGATION CONTRIBUTION

1. The Owner covenants to pay the HRA Mitigation Contribution to the District Council prior to first Occupation of any Dwelling on the Site.

PART 5

OFF SITE SKYLARK MITIGATION

1. The Owner covenants to pay the Off Site Skylark Mitigation Contribution to the District Council prior to first Occupation of any Dwelling on the Site.

PART 6

HEALTHCARE CONTRIBUTION

1. The Owner covenants to pay the Healthcare Contribution to the District Council as follows:
 - 1.1 50% prior to first Occupation of the 100th Dwelling; and
 - 1.2. 50% prior to first Occupation of the 200th Dwelling

PART 7

NEAP CONTRIBUTION

1. The Owner covenants to pay the NEAP Contribution to the District Council as follows:
 - 1.1 25% prior to the Commencement of Development
 - 1.2 The remaining 75% prior to first Occupation of the 100th Dwelling

PART 8

SPORTS FACILITIES CONTRIBUTION

1. The Owner covenants to pay the Sports Facilities Contribution to the District Council prior to the Commencement of Development.

PART 9

HIGHWAY CONNECTION

Third

The [↑]Owner shall construct and make available the Highway Connection in accordance with a timetable to be agreed with the District Council such agreement to be sought not later than the first Occupation of any Dwelling on the Site save that the timing of the provision of the Highway Connection shall have regard to the build programme for the Development and the realistic date for provision of the estate road(s) that will provide the Highway Connection to existing public highways as well as the date by which development of the adjoining land is likely to require such connection.

PART10

EMPLOYMENT LAND

Recruitment and Training Programme

- 1 The Owner covenants with the District Council as follows:
 - 1.1 Prior to the Commencement of Development of the Employment Land to submit the Employment and Skills Training Plan to the District Council for written approval.
 - 1.2 Not to Commence the Development of the Employment Land unless and until the Employment and Skills Training Plan is approved by the District Council in writing
 - 1.3 The Owner shall be permitted to seek to amend with the written approval of the District Council the Employment and Skills Training Plan at any time PROVIDED THAT in deciding whether to approve any variations the District Council may do so in its absolute discretion.
 - 1.4 The Owner and any employers on or developers of the Employment Land shall implement and maintain the approved Employment and Skills Training Plan in perpetuity

Employment Open Space Area

- 2 The Owner covenants with the District Council as follows:
 - 2.1 that prior to the Commencement Date as it relates to the Employment Land only to submit the Employment Open Space Land Scheme to the District Council for approval which shall include the Buffer Zone
 - 2.2 not to commence any works above Slab Level on the Employment Land unless and until the Employment Open Space Land Scheme has been approved by the District Council such approval not to be unreasonably withheld or delayed and in any event the District Council shall give notification of its decision to approve or reject (and to give its reasons for rejection and specify any changes

it requires to the Employment Open Space Land Scheme at the time of rejection) within 30 Working Days of receipt of the Employment Open Space Land Scheme otherwise the same shall be deemed to have been approved

- 2.3 Before implementing the Employment Open Space Land Scheme the Owner shall offer to transfer to the District Council the Employment Open Space Land and where the District Council accept such offer within 30 Working Days of its receipt the provisions of paragraphs 1.5 to 1.10 below shall apply
- 2.4 In the event that the District Council refuse to accept the offer of a transfer of the Employment Open Space Land or fail to respond to an offer made pursuant to paragraph 1.3 the Owner shall then transfer the Employment Open Space Land to a Management Company and the Owner shall obtain the District Council's written approval of details of the proposed Management Company its corporate structure, directors and officers (where known)
- 2.5 The Owner hereby covenants with the District Council not to permit the Occupation of any more than 75% of the units on the Employment Land until the Employment Open Space Land has been provided in accordance with the approved Employment Open Space Land Scheme (unless otherwise agreed in writing)
- 2.6 The Owner further covenants with the District Council to maintain the Employment Open Space Land on until the date upon the transfer described in paragraph 1.7 has been completed
- 2.7 The Owner covenants that following the District Council's written confirmation that the Employment Open Space Land has been laid out and equipped in accordance with the Employment Open Space Land Scheme to transfer the freehold thereof to the District Council within 6 months of the date of such confirmation or such longer period as the parties to the transfer shall agree and shall for the avoidance of doubt include a covenant that the Employment Open Space Land shall thereafter be retained and maintained in accordance with the Employment Open Space Land Scheme and the Planning Permission for the benefit of all residents and employees within the Development

- 2.8 The Owner covenants at its own cost to maintain and manage the Employment Open Space Land strictly in accordance with the Employment Open Space Land Scheme and the Planning Permission until such time as it has been transferred in accordance with paragraph 1.7
- 2.9 The Employment Open Space Land is to be transferred for the sum of One Pound (£1) in accordance with the Open Space Transfer no later than six months (6 months) of written confirmation provided pursuant to paragraph 1.7 of such further period as the parties to the transfer may agree
- 2.10 Where the Employment Open Space Land is transferred to the District Council the Owner will agree the amount of the Employment Open Space Land Commuted Sum such sum to be paid to the District Council for the purpose of managing and maintaining such land in perpetuity and will be paid to the District Council on the date of transfer.
- 2.11 Where the District Council fail to accept an offer to transfer the Employment Open Space Land or having accepted such an offer fail to take a transfer of the Employment Open Space Land within the period specified in paragraph 1.11 the Owner shall then transfer the Open Space to a Management Company on the Open Space Transfer Terms and shall pay to the Management Company the Employment Open Space Land Commuted Sum on the date of transfer.

Out of Hours Emergency Taxi Service

- 1 The Owner covenants with the District Council as follows:
- 1.1 Prior to the Commencement of Development of the Employment Land to submit the Out of Hours Emergency Taxi Service Strategy to the District Council for approval and the District Council shall give notification of its decision to approve or reject the Out of Hours Emergency Taxi Service Strategy (and to give its reasons for rejection and specify any changes it requires to the at the time of rejection) within 30 Working Days of receipt of the Out of Hours Emergency Taxi Service Strategy.

- 1.2 Not to Commence the Development of the Employment Land unless and until the Out of Hours Emergency Taxi Service Strategy is approved by the District Council in writing
- 1.3 The Owner shall be permitted to seek to amend with written approval of the District Council Out of Hours Emergency Taxi Service Strategy at any time PROVIDED THAT the District Council approve the same in writing.
- 1.4 The Owner and each Occupier of premises located on the Employment Land shall be responsible for implementing the agreed Out of Hours Emergency Taxi Service Strategy as it relates to their premises and their employees
- 1.5 The District Council may request and the Owner and Occupiers of each unit shall supply details of all ERHs that have been made available to their employees save that no more than one request may be made in any 1 month period of each Owner and/or occupier.

THIRD SCHEDULE

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

PART 1

TRAVEL PLAN CONTRIBUTION

- 1.1 The Owner covenants as follows:
- 1.1.1 To pay to the County Council the Travel Plan Contribution 6 months prior to first Occupation of any Dwelling
- 1.1.2 Not to permit or allow Occupation of any Dwellings unless and until the Travel Plan Contribution has been paid to the County Council

PART 2

HIGHWAYS PROW CONTRIBUTION

- 1.1 The Owner covenants to pay the Highways PROW Contribution to the County Council prior to the Commencement of Development

PART 3

HIGHWAYS IMPROVEMENT CONTRIBUTION

- 1.1 The Owner covenants to pay the Highways Improvement Contribution to the County Council prior to the Commencement of Development.

BUS SERVICE

- 1.2 The Owner covenants with the County Council as follows:
- 1.2.1 to submit the Bus Service Scheme for approval prior to the first Occupation of any part of the Development;
- 1.2.2 subject to securing approval to the Bus Service Scheme to use all reasonable endeavours to secure a Bus Operator who will provide the Bus Service in accordance with the approved Bus Service Scheme from first Occupation of the

62nd Dwelling and for a period of five years from the date thereof. Details of the Bus Operator shall be submitted to the County Council and agreed in writing by the County Council prior to the first Occupation of the 50th Dwelling

1.2.3 Should the Bus Operator fail to provide the Bus Service at any time within the five year period specified in 1.2.2 the Owner will notify the County Council in writing of such failure and seek to make alternative Bus Service arrangements that most closely match the approved Bus Service Scheme as soon as reasonably possible such alternative Bus Service arrangements are to be agreed in writing with the County Council prior to their appointment.

1.2.4 The Owner shall on or before first Occupation of any part of the Development agree with the County Council the terms of a Bus Service Bond which shall be maintained for the five year period that the Owner is liable for providing the Bus Service in order to cover the cost to the County Council of providing the Bus Service in the event that the Owner fails to do so (including failing to secure alternative arrangements to provide the Bus Service pursuant to paragraph 1.2.3) such bond to reduce as the five year period reduces.

PART 4

LIBRARIES CONTRIBUTION

- 1.1 The Owner covenants to pay the Libraries Contribution to the County Council prior to the first occupation of any Dwelling.

PART 5

EDUCATION CONTRIBUTIONS

- 1.1 The Owner covenants to pay the Primary School Contribution to the County Council as follows:
- 1.1.1 25% prior to first Occupation of the first Dwelling; and
- 1.1.2 50% prior to Occupation of the 100th Dwelling

- 1.1.3 The remaining 25% prior to Occupation of the 175th Dwelling
- 1.2 The Owner covenants to pay the Secondary School Contribution to the County Council as follows:
 - 1.2.1 25% prior to first Occupation of the first Dwelling; and
 - 1.2.2 50% prior to Occupation of the 100th Dwelling
 - 1.2.3 The remaining 25% prior to Occupation of the 175th Dwelling
- 1.3 The Owner covenants to pay the Secondary School Land Contribution to the County Council prior to the Occupation of the 100th Dwelling
- 1.4 The Owner covenants to pay the Sixth Form Contribution to the County Council prior to Occupation of the 100th Dwelling
- 1.5 The Owner covenants to pay the Early Years Education Contribution to the County Council prior to Occupation of the 25th Dwelling

PART 6

EARLY YEARS EDUCATION SITE

- 1.1 The Owner shall reserve the Early Years Education Site from the Commencement Date for the Reservation Period for the purposes of accommodating the Early Years Education Facility.
- 1.2 The Owner shall provide the County Council with suitable means of access to the Early Years Education Site from the public highway and shall allow the County Council and its employees and contractors to enter the Early Years Education Site at all times and for all purposes connected with the provision of the Early Years Education Facility including for the purposes of inspection and survey prior to the transfer thereof.
- 1.3 Any Transfer of the Early Years Education Site shall comply with the requirements and provisions as detailed in the the Early Years Education Site Specification attached as an appendix to this deed.

- 1.4 The obligation to reserve the Early Years Education Site shall cease on the transfer thereof or on expiry of the Reservation Period or earlier release by the County Council as specified below.
- 1.5 The Owner and the County Council may agree in writing at any point prior to the expiry of the Reservation Period that the Early Years Education Site should be released from the reservation and that no new Early Years Education Facility is to be constructed on the Site thereafter the Early Years Education Site shall be made available for use as an area of open space by the public.
- 1.6 Unless otherwise agreed between the Owner and the County Council the Owner will transfer the freehold of the Early Years Education Site to the County Council free of encumbrances to the County on the Early Years Education Site Transfer Terms in exchange for consideration not exceeding in total the sum of one pound sterling (£1) as a Prepared and Serviced Site within 3 months of the service of a notice from the County Council to the Owner requesting the transfer of the Early Years Education Site (Early Years Education Site Notice), such notice to be served any time after first Occupation of the 150th Dwelling.
- 1.7 On service of the Early Years Education Site Notice the Owner hereby covenants with immediate effect
- 1.7.1 to grant to the County Council the right to the free and uninterrupted use passage and running of all Utilities and the like over through and along all Utilities infrastructure (permanent and or temporary) and the like which shall at the time exist or which shall within eighty (80) years of the Commencement Date exist on the Site and if required by the County (acting reasonably) grant such legal rights as the County Council considers necessary for the discharge of surface water through land adjacent to and in the vicinity of the Early Years Education Site
- 1.7.2 to grant to the County Council rights of way with or without vehicles and for all purposes over any roads or routes (temporary or permanent) on the Site constructed or to be constructed within a period of eighty (80) years from the Commencement Date which are intended for public or construction use
- 1.7.3 to provide to the boundary of the Early Years Education Site at points agreed by the County with rights to use adequate infrastructure sufficient to bring suitable and adequate electricity and water and drainage (foul and surface water) to the Early Years Education Site for uninterrupted construction and

commissioning of the Early Years Education Facility until such time as connection to all permanent Utilities are provided and until such permanent Utilities have been commissioned rendering the temporary supplies unnecessary ensuring always that there is no break in supply from such Utilities to the Early Years Education Site during any required changeover

- 1.8 In the event that the Early Years Education Site is transferred to the County Council but the Early Years Education Facility is not constructed the Early Years Education Site shall only be used thereafter as public open space and shall be maintained as such and kept in a clean and tidy condition unless transferred back to the Owner for a nominal consideration of £1.00.

FOURTH SCHEDULE

THE DISTRICT COUNCIL COVENANTS WITH THE OWNER

1. The Planning Permission

- 1.1 The District Council shall issue the Planning Permission within 5 (five) Working Days' of the date of this Deed

2. Use of Contributions

- 2.1 To use the contributions secured under this Deed for the purposes specified in this Deed and for no other purpose whatsoever;
- 2.2 To provide the Owner, at the Owner's written request details of the expenditure of the relevant contributions provided that such request is made within eleven (11) years of the date of payment of each relevant contribution
- 2.3 The District Council shall if requested to do so in writing after the expiry of ten (10) years of the date of payment of each contribution or sum specified in the Second Schedule either confirm that the relevant contribution or sum was contractually committed or expended by the District Council in accordance with the provisions of this Deed or if it was not so contractually committed or expended in that period pay the relevant (or any part not contractually committed or expended) back to the person who paid it, such payment to be made within twenty (20) Working Days' of such request

3. Discharge of obligations

- 3.1 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith on the written request of the Owner's mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.

FIFTH SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNER

The County Council hereby covenants with the Owner as follows:

1. Use of Contributions

- 1.1** To use the contributions secured under this Deed for the purposes specified in this Deed and for no other purpose whatsoever;
- 1.2** To provide the Owner, at the Owner's written request details of the expenditure of the relevant contributions provided that such request is made within ten years (10) from the date of Completion of the Development.
- 1.3** The County Council shall if requested to do so in writing after the expiry of ten (10) years from the date of Completion of the Development either confirm that the relevant contribution or sum was contractually committed or expended by the County Council in accordance with the provisions of this Deed or if it was not so contractually committed or expended in that period pay the relevant (or any part not contractually committed or expended) back to the person who paid it such payment to be made within twenty (20) Working Days' of such request

SIXTH SCHEDULE

DRAFT NOMINATIONS AGREEMENT

THIS DEED OF NOMINATION RIGHTS

is made the day of 2020

BETWEEN:

- (1) **XXXXXXX** whose registered address is **XXXXXXXXXXXXXXXXXX**
('the RP') and
- (2) **BABERGH DISTRICT COUNCIL** of Endeavour House, 1 Russell Road Ipswich
Suffolk, IP1 2BX ('the Council')

1. Definitions

In this Deed:

- 1.1 'Affordable Housing' has the meaning given to it in Annex 2 of the National Planning Policy Framework published in February 2019 (as may be amended from time to time or such other national policy that may from time to time replace or update this framework) or any successor policy thereto issued by HM Government
- 1.2 'Affordable Housing Unit' means the XX Dwellings (35% of the consented Dwellings) all of which shall be Affordable Housing to be provided on the Property of which XX Dwellings shall be Affordable Rent Dwellings (unless otherwise agreed by the Council as part of the Affordable Housing Scheme) which shall be let at an Affordable Rent and shall be occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the Council is a party or otherwise nominated by the Council pursuant to this Deed as varied from time to time and XX Dwellings shall be Shared Ownership Dwellings and shall be occupied by persons in accordance with the

Government's Help to Buy Scheme (or other subsequent scheme) and Affordable Housing Units shall be construed accordingly.

- 1.3 'Affordable Housing Scheme' means the affordable housing scheme to be submitted to the District Council for its written approval for the provision of Affordable Housing as part of the Development detailing:
- i) the plots and location;
 - ii) bedroom numbers per Dwelling;
 - iii) Dwelling size; and
 - iv) tenure
- 1.4 'Affordable Rent' means rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable
- 1.5 'Affordable Rent Dwelling' means an Affordable Housing Unit made available by a Registered Provider as low-cost rent 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 (inclusive of any service charges applicable) for a dwelling of comparable size in the same location.
- 1.6 'Chargee' means any mortgagee or chargee of the RP who is in possession or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator.
- 1.7 'Chargee's Duties' means the tasks and duties set out in Clause 12.4 of this deed.
- 1.8 'Choice Based Lettings Scheme' means an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Lettings Scheme relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the Council is a party.

- 1.9 'Dwelling' means a dwelling (including a house flat or bungalow and including both Market Housing Units and Affordable Housing Units) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
- 1.10 'Gateway to Homechoice' means the Greater Haven Gateway sub-regional Choice Based Lettings Scheme (or any replacement or similar system in place at the time
- 1.11 'Homes England' means Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers
- 1.12 'Initial Let' means the first tenancy of such newly constructed and previously unoccupied Affordable Rent dwelling
- 1.13 'Initial Purchase' means the first purchase of such newly constructed and previously unoccupied Shared Ownership Dwelling
- 1.14 'Local Connection Criteria' means an individual who immediately before taking up occupation of an Affordable Housing Unit
- 1.14.1 has his only or principal home in the district of XXX and in the event that there are no or insufficient Individuals qualifying under this sub-paragraph then the choice of person shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-paragraphs 1.14.2 to 1.14.4 inclusive.
- 1.14.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than two (2) years in the district of XXX and wishes to be near that relative or
- 1.14.3 is employed in the district of XXX on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for two (2) years

1.14.4 who during the period commencing from the date on which an Affordable Housing Unit to which such individual is eligible pursuant to this sub-paragraph becomes available (for the purposes of this sub-paragraph called the "Availability Date") can provide satisfactory written evidence to the Council of his or her former residency in the district of XXX for either (i) six (6) months out of the preceding twelve (12) months or (ii) three (3) years out of the preceding five years and in either case such period of former residency shall end with the Availability Date

1.15 'Mutual Exchange' means the procedure by which a tenant may exchange their house with another council or housing association tenant

1.16 'Nomination List' means the Gateway to Homechoice Short List produced in accordance with the Gateway to Homechoice SLA

1.17 'Nominee' means a person named on the Gateway to Homechoice Short List who satisfies the Local Connection Criteria and is verified by the RP as best meeting the criteria for the category of Affordable Rent Dwelling in respect of which the RP is to select a person from the Nomination List and offer a Tenancy Agreement

1.18 'Practical Completion' means issue of a certificate of practical completion by the RP's surveyor or in the event that the Affordable Housing Units are constructed by a party other than the RP the issue of a certificate of practical completion by that other party's surveyor

1.19 'Property' means the land and dwellings at XXXX Suffolk shown edged red on the plan annexed

1.20 'Protected Tenant' means any Nominee who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

1.21 'Registered Provider' means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept

by Homes England under Chapter III of that Act and for the avoidance of doubt this could include the Council.

1.22 'Shared Ownership Dwelling' means an Affordable Housing Unit to be let on a Shared Ownership Lease in accordance with the terms as set out in the Capital Funding Guide the Capital Funding Guide published by Homes England and any other publication that supercedes it

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

(a) not more than 70% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Registered Provider;

(b) power to the purchaser to increase their ownership up to 100% if they so wish;

(c) an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England.

1.24 'Service Level Agreement' or 'SLA' means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the Registered Provider (1) and the Council (2)

- 1.25 'Staircasing' means the acquisition after the date of the Initial Purchase of additional tranches of equity in the Shared Ownership Dwelling as set out in the Shared Ownership Lease for that Affordable Housing Unit and as detailed in the Capital Funding Guide published by Homes England and any other publication that supercedes it.
- 1.26 'Tenancy Agreement' means an assured tenancy agreement in a form prepared by the RP and containing terms which accord with the form of tenancy agreement being used by the RP from time to time for its general lettings
- 1.27 'Vacancy Notice' means a written notice (in a form to be agreed between the RP and given by the RP to the Council within five (5) weeks from the date of this Deed) the function of such notice being the notification to the Council by the RP of the expected date on which the construction and fitting out of the Affordable Rented Dwellings will be complete
- 1.28 'Void' means an Affordable Rent Dwelling which is vacant otherwise than as a result of the tenant having:
- 1.28.1 moved to other accommodation either by transfer or decant provided by the RP
 - 1.28.2 moved to other accommodation under a reciprocal arrangement provided by another Registered Provider
 - 1.28.3 vacated and moved to other accommodation as a consequence of the tenant having accepted a mutual exchange which provides such tenant with accommodation elsewhere
- 1.29 'Void Notice' means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five (5) weeks from the date of this Deed) the function of such a notice being the notification to the Council of a void in respect of an Affordable Rent Dwelling

2 Enabling Provisions

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

3 Procedure

The parties agree that the Service Level Agreement procedure to which they are signatories and the Local Connection Criteria shall apply to the nomination of persons in respect of the Affordable Housing Units

4 Initial Lets/Initial Purchase

In relation to the Initial Lets and Initial Sale of any Affordable Housing Units the following provisions shall apply:

4.1.1 The RP shall give the Council not less than four (4) months' written notice of the date when all the Affordable Housing Units will be ready for occupation

4.1.2 The RP shall serve a Vacancy Notice upon the Council in respect of an Affordable Rent Dwelling not earlier than ten (10) weeks prior to an Affordable Rent Dwelling becoming available for occupation

5. Voids

Should any Affordable Rent Dwelling become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then the Gateway to Homechoice SLA procedure shall apply in each case

6. Supplemental provisions relating to allocating Initial Lets and Voids

6.1 Where there are two (2) or more applicants applying to occupy one of the Affordable Housing Units the Local Connection Criteria set out in clause 1.14 of this Deed and thereafter subject to clause 6.2 and 6.3 of this Deed, preference must be given to the applicant/s who have the highest housing need according to the Council's current allocations policy

6.2 If any of the Affordable Housing Units are designed or adapted for people with disabilities or in need of level access then any such dwelling may be first offered to a person or persons with disabilities or level access needs who require such accommodation even where such person(s) have a lesser local connection under

clause 1.14 of this deed than someone who does not have disabilities or level access need

7. RP covenants

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies

7.1 To ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units

7.2 To ensure that the Affordable Housing Units are let on the basis of a Tenancy Agreement at an Affordable Rent or as low-cost home ownership and they are all retained and managed by a Registered Provider in accordance with the objectives of such Registered Provider

7.3 To construct the Affordable Housing Units in accordance with Homes England requirements and the Affordable Housing Scheme

8. Alteration of lists

The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

9. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served two (2) working days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

10. Transfer to other Registered Provider

The RP shall use reasonable endeavours to ensure that any Registered Provider to which the Property and Affordable Housing Units erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar deed mutatis mutandis with the Council and Gateway to Homechoice simultaneously on completing the transfer of the Property

11 Disputes

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

12 Agreements and declarations

The parties agree:

- 12.1 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers
- 12.2 The obligations and covenants contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33
- 12.3 From the date of Practical Completion the Affordable Housing Units shall be let or purchased in accordance with the terms of this Deed save that the obligations and restrictions contained in this Deed shall not be binding on:
 - 12.3.1 any Protected Tenant or any mortgagee or Chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and Chargees; or
 - 12.3.2 any chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duties; or
 - 12.3.3 any mortgagee and any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to either of them.
- 12.4 The Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than two (2) months' prior notice to the Council of its intention to dispose and:
 - 12.4.1 in the event that the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable

Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the Chargee

12.4.2 if the Council does not serve its response to the notice within the said period of one (1) month contained in clause 12.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this Deed.

12.4.3 if the Council or any other person cannot within two (2) months of the date of service of its response under clause 12.4.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 12.4 the Chargee shall be entitled to dispose free of the restrictions set out in this deed PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

13. Mutual Exchanges

The requirements of this Deed shall apply to all requests for Mutual Exchanges

14. Shared Ownership Dwellings - Capital Receipts from Staircasing

Capital receipts received by the RP for shares sold between 81% and 100% must be recycled and reinvested in new Affordable Housing within the District of Babergh.

AS WITNESS whereof the parties have executed this instrument as a Deed hereto the day and year first above written

Signatories:

Babergh

Registered Provider

Appendix: Early Years Education Site Specification

The Early Years Education Site shall be...

- suitable for the construction of high quality education buildings and outside spaces
- contamination free and covered with at least 30cm of clean free draining topsoil
- accessible from suitable public Highways
- served by safe direct walking & cycling routes
- protected from flooding and incorporated into a suitable SUDS system
- outside the cordon sanitaire of any sewage plant
- suitably fenced including gates at all proposed access points

The Early Years Education Site shall be free of/from...

- encumbrances
- items or structures of archaeological interest subject however to the findings of an archaeological investigation carried out by the Owner prior to the transfer of the Early Years Education Site
- protected species or habitats of special interest
- soil and water table contamination
- radiation or potential sources thereof
- invasive plants such as Japanese Knotweed
- buildings and other surface structures
- pipes, conduits, chambers and or cables (including any high pressure pipes or high voltage cables within ten meters of the Early Years Education Site) subject to those services that are required to serve the Early Years Education Site as a Prepared and Serviced Site in accordance with this Deed.
- ponds, ditches or water courses
- foundations, fuel tanks and other buried structures
- spoil and fly tipping
- void spaces including wells, sumps and pits
- any material that could negatively impact on the buildings and or their occupants

The Early Years Education Site shall not be crossed or affected by

- public rights of way or access wayleaves
- power-lines
- gas mains

- water or sewage pipes
- ground gasses and or vapours
- light pollution