

DATE 7 OCTOBER 2022

(1) WEST SUFFOLK COUNCIL

(2) SUFFOLK COUNTY COUNCIL

(3) MAJOR THE HONOURABLE JAMES HENRY AILWYN BROUGHTON

(4) LLOYDS BANK PLC

(5) BERKELEY COMMUNITY VILLAGES LIMITED

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

relating to

**Land At North East Bury St Edmunds Bury Road
Gt Barton Bury St Edmunds Suffolk**

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

DATE

7 OCTOBER

2022

THE PARTIES:

- (1) **WEST SUFFOLK COUNCIL** of West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU (hereinafter called the "**Council**")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (hereinafter called the "**County Council**")
- (3) **MAJOR THE HONOURABLE JAMES HENRY AILWYN BROUGHTON** of Manor House, Church Road, Great Barton, Bury St. Edmunds IP31 2QR (hereinafter called the "**Owner**")
- (4) **LLOYDS BANK PLC** of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ (hereinafter called the "**Mortgagee**")
- (5) **BERKELEY COMMUNITY VILLAGES LIMITED** (Company number 04552410) of Berkeley House 19 Portsmouth Road Cobham Surrey KT11 1JG (hereinafter called the "**Developer**")

INTRODUCTION

- A The Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable
- B The County Council is the local highway authority (except for trunk roads) the local education authority the local library authority the local waste disposal 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. The County Council is also the freehold owner of that part of the Site which is registered at HM Land Registry under title number SK48633
- C The Owner is the freehold owner of the Site which is registered at HM Land Registry under title numbers SK312550 (and which is subject to a registered charge in favour of the Mortgagee) and SK391606
- D The Developer has the benefit of an option agreement relating to the parts of the Site owned by the Owner (and other land), dated 10 July 2012

- E St Joseph Homes Limited (part of the same corporate group as the Developer) has submitted the Appeal to the Planning Inspectorate against the Council's non-determination of the Application
- F The Council then refused planning permission for the Development, issuing a refusal notice on the 01 June 2022
- G The Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the 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 necessary to meet policy requirements if the Planning Inspectorate decides to allow the Appeal

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	has the same meaning as that term is defined in Annex 2 of the Ministry of Housing Communities & Local Government National Planning Policy Framework document dated July 2021
"Affordable Housing Units"	means the Dwellings that are to be provided as Affordable Housing in accordance with the Tenure Mix and the provisions of the Second Schedule
"Affordable Rent Housing Units"	means units of Affordable Housing made available by a Registered Provider as low cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent local market rent
"Appeal"	means the appeal against non-determination of the Application submitted by the St Joseph Homes to the Planning Inspectorate with reference APP/F3545/W/22/3297751

"Application"	means the application for hybrid planning permission received by the Council on the 18 December 2019 for the Development and allocated the reference number DC/19/2456/HYB
"BCIS Index"	means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Parties hereto
"BCIS Indexed"	means the increase in any sum referred to in the Second Schedule and Third Schedule by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 9 of this Deed
"Chargee"	means any mortgagee or chargee of the Registered Provider or the owner of the Affordable Housing Units or any receiver or manager (including administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, cut and fill land modelling, demolition work, archaeological investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and lay of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commenced" and "Commence Development" shall be construed accordingly

"Condition"	means a condition of the Planning Permission and where followed by a number is a reference to the condition bearing that number
"Council's S106 Monitoring Fee"	means the sum of five thousand five hundred pounds (£5,500)
"County Council's S106 Monitoring Fee"	means the sum of five thousand pounds (£5,000)
"Detailed Phase"	means the Phase of the Development the details of which have been submitted in detail in the Application and approved in full by the Planning Permission
"Development"	means the development of the Site in accordance with the Planning Permission
"Decision Letter"	means a letter in writing issued by either the Secretary of State or an Inspector determining the Appeal
"Dwelling"	means a dwelling (including a house flat or bungalow and including both Open Market Dwellings and Affordable Housing Units) to be constructed pursuant to the Planning Permission and "Dwelling" and "Dwellings" shall be construed accordingly
"Early Years On Site Contribution"	means the sum of one million eight hundred and forty five thousand seven hundred and twenty pounds (£1,845,720) BCIS Indexed
"Early Years Off Site Contribution"	means the sum of two hundred and forty one thousand and seven hundred and fifty two pounds (£241,752) BCIS Indexed
"Early Years Off Site Contribution Review"	means a review undertaken by the County Council and provided to the Owner prior to Occupation of the 1300 th Dwelling to demonstrate whether the Early Years Off Site Contribution is necessary in order to provide 14 off-Site early years places to supplement the Early Years On Site Contribution
"Early Years Off Site Contribution Condition"	means that the County Council has undertaken the Early Years Off Site Contribution Review and this demonstrates, to the Owner's reasonable satisfaction, that the Early Years Off Site Contribution is necessary in order to provide 14

	off-Site early years places to supplement the Early Years On Site Contribution
"Early Years Facility"	means a facility within the Development for childcare teaching and learning for children up to the age of 5 years with capacity for 90 children
"Early Years and Primary School Land"	means an area of land of a minimum of 2.06 hectares within the Site in the general location shown shaded purple for indicative purposes on the plan annexed hereto labelled 'Parameter Plan – Land Use' and edged yellow and black for indicative purposes on the plan annexed hereto labelled 'School Land - Priority Areas', the precise location boundaries and dimensions for which shall be determined by the Reserved Matters approval for that part of the Site
"Footpath 21 Contribution"	means twenty-five thousand and three hundred and fifty pounds (£25,350) BCIS Indexed
"Highways (destination A) Contribution"	means one hundred and eighty-seven thousand and eight hundred pounds (£187,800) BCIS Indexed
"Highways (destination C) Contribution"	means six hundred and ninety-five thousand pounds (£695,000) BCIS Indexed
"Highways (mitigation) Contribution"	means one million seven hundred and eighty eight thousand and seven hundred and fifty eight pounds (£1,788,758) BCIS Indexed
"Highways (A143 TRO) Contribution"	means fifteen thousand pounds (£15,000) BCIS Indexed
"Homes England"	means the independent regulator for affordable housing in England (formerly known as Homes and Communities Agency) or successor body to its relevant functions
"Intermediate Units"	means Affordable Housing Units for sale and rent provided at a cost above social rent but below market levels which meet the definition of Affordable Housing and may include Shared Ownership and equity products other low cost homes for sale and intermediate rent but not Affordable Rent Housing Units

- KEY**
- PLANNING APPLICATION BOUNDARY LINE
 - OTHER LAND UNDER DEVELOPMENT
 - ACCESS POINT
 - RESIDENTIAL USE
USE CLASS C3 TO INCLUDE ROADS & ASSOCIATED
INFRASTRUCTURE AND INCIDENTAL AREAS OF OPEN SPACE
 - TWO RE PRIMARY SCHOOL - 209116
USE CLASS D1
 - PROPOSED LOCAL CENTRE
(COVERING USE CLASSES A1, A2, A3, A4, A5, B1 & C3
OR ANY MIX THEREOF)
 - STRATEGIC OPEN SPACE
(COMPREHENSIVE - 20% NATURAL GREEN SPACE/PAVEDLAND)
 - STRUCTURAL OPEN SPACE
(COMPREHENSIVE - OPEN SPACE, AMENITY & PLAY SPACE, LANDSCAPING,
HABITAT CREATION, CYCLEWAYS AND FOOTWAYS)
STRUCTURAL OPEN SPACE MAY ALSO INCLUDE CROSSING POINTS OF
TERTIARY ROADS
 - LEAP LOCATION
 - NEAP LOCATION
 - PRIMARY ACCESS ROAD
 - SECONDARY ACCESS ROAD
 - EWAY CROSSING POINT
 - ESSENTIALS COMMUNITY BUILDING & ASSOCIATED LAND
(USE CLASS D1, D2)
 - SUDS/WATER
(SHALLOW PONDS, STREAMS ETC)

NOTE:
DEVELOPMENT CELLS/ROAD ALIGNMENT CAN DEVIATE BY UP TO
10m UPON DETAILED DESIGN

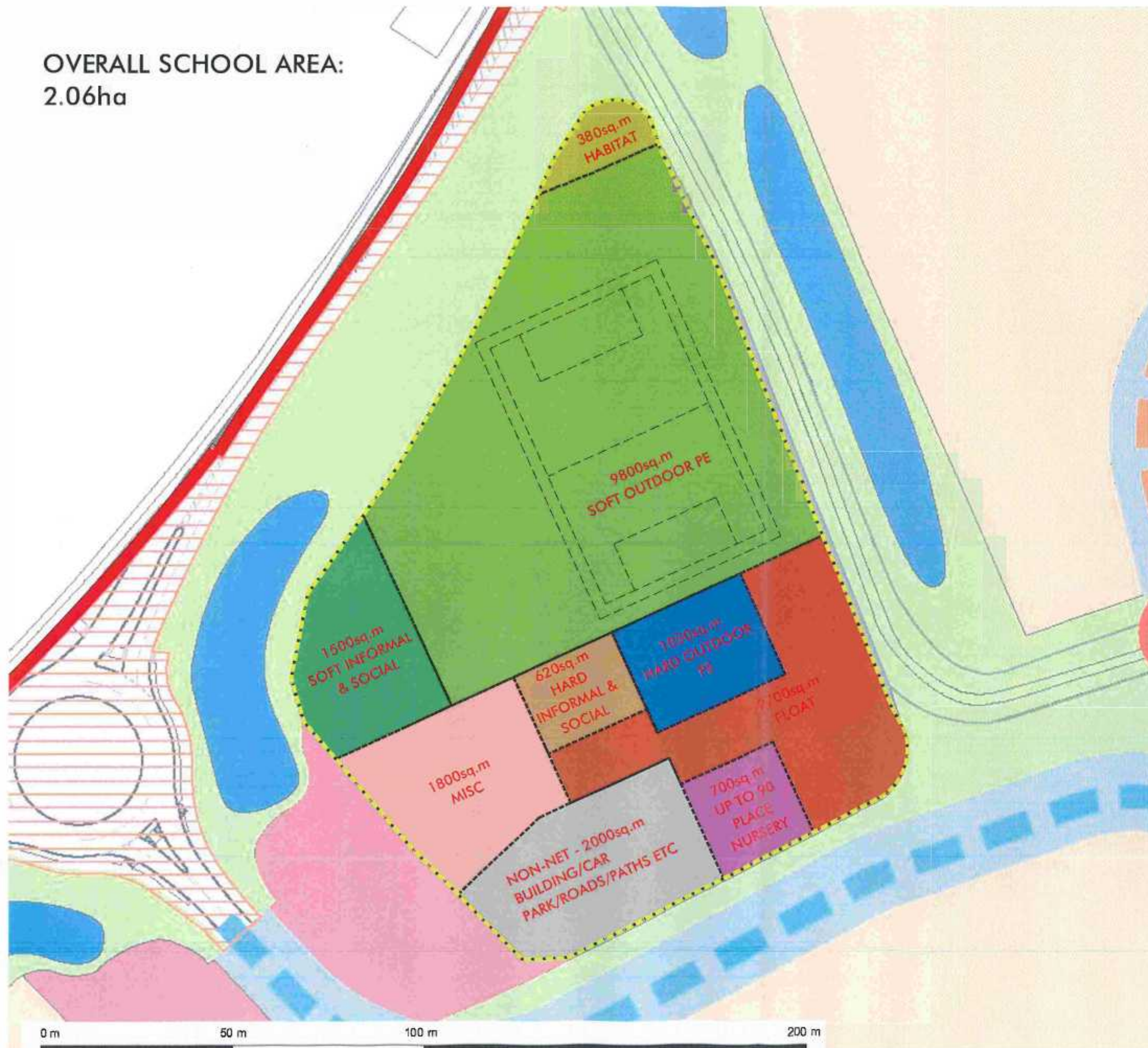
PRIMARY & SECONDARY ACCESS CORRIDORS TO INCLUDE ROAD,
FOOTPATHS, CYCLE PATHS WHERE NECESSARY, SERVICE MARGINS,
VERGES, SUDS WHERE INCLUDED & PRIVATE FRONT GARDENS



St Joseph
Designed for life

St Joseph		Parameter Plan - Land Use				Omega Architects				Page 012	2742	A	1201	PL	G
Land North East of Bury St Edmunds		1:2000 @ A1	12.12.20	13.12.20	13.12.21	Omega Architects				2742 A 1201 PL G					

OVERALL SCHOOL AREA:
2.06ha



0 m 50 m 100 m 200 m
SCALE



St Joseph
Designed for life

Omega Architects

The Frant Barn, 124 Manor Road North, Thames Ditton, KT7 0BH
T: 01372 470 313 W: www.omega-architects.co.uk

Client:
ST JOSEPH

Project:
LAND NE, BURY ST EDMUNDS

Drawing title:
SCHOOL LAND - PRIORITY AREAS

Scale:	Revision	Drawn	Check	Date
1:1000 @ A3	F	MP	JH	01.03.22
	G	MP	JH	02.03.22
	H	MP	JH	02.03.22
Project No:	Class	Dwg No:	Status	Rev
2742	A	1200	PR	H

DATE: 02.03.22
STATUS: PR
DRAWN: MP
CHECK: JH
DATE: 02.03.22

DESIGNED BY: OMEGA ARCHITECTS
DRAWN BY: MP
CHECKED BY: JH
DATE: 02.03.22

"Late Payment Interest"	means interest at four (4) per cent above the base lending rate of the Bank of England from time to time
"Library Contribution"	means the sum of two hundred and ninety seven thousand pounds (£297,000) BCIS Indexed
"Necessary Consents"	means all such statutory, regulatory and third party consents, approvals, agreements and licences as may be necessary in order to enable delivery of the required works, facility, service or activity in question
"NHS Contribution"	means the sum of seven hundred and thirty-nine thousand pounds (£739,000) BCIS Indexed
"Nomination Agreement"	means a deed of agreement dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the relevant Affordable Housing Units substantially in the form of the draft in the Sixth Schedule but subject to such reasonable amendments as may be required by the Registered Provider;
"NPPF"	means the National Planning Policy Framework dated July 2021 or any subsequent revision thereto
"Occupation"	means 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
"Open Market Dwellings"	means those Dwellings that are not Affordable Housing Units
"Outline Phase"	means a Phase approved in outline only and in relation to which approval of Reserved Matters is required
"Phase"	means a part of the Development as identified on the Phasing Plan and where followed by a number or description means the Phase bearing that number or description (and for the avoidance of doubt includes the Detailed Phase and the Outline Phases)

"Phasing Plan"	means the plan showing the Phases of the Development approved pursuant to Condition 5
"Planning Permission"	means the hybrid planning permission subject to conditions as granted by the Planning Inspectorate pursuant to the Appeal
"Practical Completion"	means the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or particular Phase or part thereof and the expressions "Practically Completed" and "Practically Complete" shall be construed accordingly.
"Primary School"	means a school within the Development providing education for children from 5 to 11 years with capacity for 420-places
"Primary School Contribution"	means the sum of six million eight hundred and eight thousand six hundred and fifty-six pounds (£6,808,656) BCIS Indexed
"Protected Tenant"	means any tenant who has: <ul style="list-style-type: none"> (a) exercised the right to acquire pursuant to the Housing Act 1996 the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit (as defined in the Second Schedule) (b) exercised any statutory right to buy (including the preserved right to buy) (or any equivalent contractual right) in respect of an Affordable Housing Unit (c) been granted a Shared Ownership lease by a Registered Provider in respect of a particular Affordable Housing Unit and the purchaser has subsequently staircased and purchased from the Registered Provider all the remaining shares so that the purchaser owns the entire Affordable Housing Unit
"Public Open Space (pitch) Contribution"	means the sum of seventy-three thousand two hundred and sixty-nine pounds and sixty-two pence (£73,269.62) BCIS Indexed

"Public Open Space (facility) Contribution"	means the sum of eight hundred and thirty-one thousand and six hundred pounds (£831,600) BCIS Indexed
"Public Open Space (sports halls) Contribution"	means the sum of two hundred and seventy one thousand five hundred and fifty seven pounds (£271,557) BCIS Indexed
"Public Open Space (swimming pools) Contribution"	means the sum of one hundred and thirteen thousand one hundred and fifty seven pounds (£113,157) BCIS Indexed
"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 the RSH under Chapter 3 of that Act
"Reserved Matter"	means any one of those matters reserved under the terms of the Planning Permission for subsequent approval
"RSH"	means the Regulator of Social Housing
"Secondary School Contribution"	means the sum of five million six hundred and ten thousand and nine hundred pounds (£5,610,900) BCIS Indexed
"Secretary of State"	means the Secretary of State for Levelling Up, Housing and Communities
"SEND Contribution"	means the sum of seven hundred and eleven thousand two hundred and ninety-six pounds (£711,296) BCIS Indexed
"Shared Ownership Units"	means the Affordable Housing Units to be provided by a Registered Provider by way of a Shared Ownership Lease granted to eligible households whose needs are not met by the market and where the purchaser buys an initial share in the property from the Registered Provider who retains the remainder and may charge a rent on the remainder with the purchaser being able to purchase additional shares up to 100% (staircasing)
"Shared Ownership Lease"	means a lease to be granted for a term of not less than 125 years which shall substantially accord with the requirements of, and be consistent with any model shared ownership lease as approved from time to time by Homes England (or any statutory successor)

"Site"		means the land shown edged red on the Site Plan
"Site Plan"		means the plan marked "Site Plan" attached to the First Schedule of this Deed
"Sixth Form Contribution"		means the sum of one million one hundred and seventeen thousand four hundred and twenty-five pounds (£1,117,425) BCIS Indexed
"Temporary Classroom Contribution"	Classroom	means the sum of two hundred and fifty thousand pounds (£250,000) BCIS Indexed to be used to provide temporary classrooms during the construction of the Development
"Tenure Mix"		<p>means the tenure mix in accordance with which the Affordable Housing Units within the Development as a whole must be provided, which mix shall be as follows unless otherwise agreed with the Council:</p> <p>(a) 80% of the Affordable Housing Units shall be provided as Affordable Rent Housing Units and</p> <p>(b) 20% of the Affordable Housing Units shall be provided as Intermediate Units</p> <p>PROVIDED THAT: the tenure mix for the Detailed Phase shall be 58 Affordable Rent Housing Units and 29 Shared Ownership Units</p>
"Tenure Mix Statement"		means a statement setting out the proposed tenure mix of the Affordable Housing Units in an Outline Phase and confirming how the tenure mix of those units together with the tenure mix of other Affordable Housing Units as set out in other such statements as may have been previously submitted to the Council contributes to achieving the Tenure Mix within the Development as a whole
"Transfer Terms"		means a transfer of land incorporating the terms set out in the Seventh Schedule
"Travel Plan"		means the travel plan in respect of the Development approved pursuant to Condition 75
"Travel Plan Contribution"		means the sum of one thousand pounds (£1,000) BCIS Indexed

"Waste Contribution"	means the sum of sixty-one thousand eight hundred and seventy-five pounds (£61,875) BCIS Indexed
"Working Days"	means Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.4 Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it
- 2.6 References to any party to this Deed shall include the successors in title to that party the personal representatives of that party and any party deriving title through or under that party and in the case of the Council and or 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 Council or the County 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 The obligations in this Deed shall not be enforceable against:
- 2.8.1 any individual person who is the owner and/or an occupier for residential purposes of a Dwelling or any mortgagee of such a Dwelling
 - 2.8.2 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunications services highways or public transport services
 - 2.8.3 the Mortgagee or any chargee or mortgagee from time to time who has the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver until the Mortgagee or any mortgagee or chargee or receiver has entered into possession of the Site or the relevant part thereof or the Development is continued by or at the instigation of a receiver liquidator or other agent appointed by or on behalf of the Mortgagee or any chargee or mortgagee in place of the Owner or Developer
- 2.9 The Affordable Housing obligations within the Second Schedule shall not be binding on:
- 2.9.1 a Protected Tenant
 - 2.9.2 any successor in title or mortgagee of a Protected Tenant
 - 2.9.3 a mortgagee of a Shared Ownership Lease or shared equity lease lawfully exercising the mortgage protection provision within that lease;
 - 2.9.4 a Chargee of the whole or any part of the Affordable Housing Units or any persons deriving title through such Chargee PROVIDED THAT:
 - 2.9.4.1 such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses and

2.9.4.2 if such disposal has not completed within the three-month period the Chargee shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing obligations within the Second Schedule which provisions shall determine absolutely

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

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

2.11 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to knowingly 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 and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and section 278 of the Highways Act 1980 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 Council and the County Council as local planning authorities against the Owner and (save as otherwise specified) their successors in title

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

4. CONDITIONALITY

4.1 This Deed shall come into effect upon the later of:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development

SAVE FOR the provisions of this clause and clauses 6.2, 6.6, 6.10, 8, 12, 13, 14, 15 and 16 (related to legal costs, change in ownership, notices, dispute resolution, consent of developer, jurisdiction and delivery) and paragraph 9 of the Third Schedule (related to the Temporary Classroom Contribution) which shall come into effect immediately upon completion of this Deed

- 4.2 For the avoidance of doubt, none of the planning obligations in this Deed (with the exception of clause 6.2 in respect of payment of the Council's and the County Council's costs in respect of the preparation of this Deed) will be binding if the Planning Inspector dismisses the Appeal such that the Planning Permission is not granted
- 4.3 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:
- 4.3.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings until such proceedings or challenge has concluded and the Planning Permission remains valid and fully enforceable
- 4.3.2 if following the conclusion of such proceedings or challenge the Planning Permission is quashed this Deed will cease to have any further effect and
- 4.3.3 if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full
- 4.4 Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used) the following provisions will apply:
- 4.4.1 proceedings by way of judicial review are concluded:
- 4.4.1.1 when permission to apply for judicial review has been refused and no further application can be made
- 4.4.1.2 when the court has given judgment in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused or
- 4.4.1.3 when any appeal(s) is or are finally determined
- 4.4.2 proceedings under Section 288 of the Act are concluded:
- 4.4.2.1 when the court has given judgement in the matter and the time for making an appeal expires without an

appeal having been made or permission to appeal is refused or

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

5. THE COVENANTS

- 5.1 The Owner covenants with the Council and the County Council to comply with the obligations on its part set out within this Deed in the manner and at the times prescribed
- 5.2 The Council and the County Council covenant with the Owner to comply with the obligations on their part set out within this Deed in the manner and at the times prescribed

6. MISCELLANEOUS

- 6.1 The Owner shall act in good faith and shall co-operate both with the Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests either of the Council and or the County Council and their duly authorised officers or agents make to have access to any part or all of the Site or any reasonable requests to provide documentation within the Owner possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein
- 6.2 The Developer covenants to pay to the Council and the County Council on completion of this Deed the proper and reasonable legal costs of the Council and County Council incurred in the negotiation preparation and execution and completion of this Deed
- 6.3 The Developer covenants to pay to the Council within ten (10) Working Days of Commencement of Development the Council's S106 Monitoring Fee towards the costs of reporting and monitoring the obligations contained in this Deed
- 6.4 The Developer further covenants to pay to the County Council within ten (10) Working Days of Commencement of Development the County Council's S106 Monitoring Fee towards the costs of reporting and monitoring the obligations contained in this Deed
- 6.5 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 save by the Parties and their successors in title or those deriving title from them
- 6.6 This Deed is a local land charge and shall be registered as such by the Council

- 6.7 Where an approval agreement consent or expression of satisfaction or a subsequent deed is required by the Owner or the Developer from either the Council or County Council under the terms of this Deed such approval or agreement or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the Council by the Assistant Director of Growth or officer acting under his/her hand and on behalf of the County Council by the Executive Director of Growth Highways and Infrastructure (or duly appointed successor) or officer acting under his/her hand
- 6.8 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 6.9 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
- 6.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is not granted or the Planning Permission is quashed revoked or otherwise withdrawn or expires by effluxion of time before the Commencement of the Development or is modified (without the consent of the Owner) and the Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
- 6.11 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants restrictions or reservations in respect of it
- 6.12 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 after the date of this Deed
- 6.13 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
- 6.14 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 either the Council or the County Council

- 6.15 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority
- 6.16 In the event that that the Council shall at any time hereafter grant a planning permission pursuant to an application under Section 73 of the Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) or a non-material amendment is made pursuant to Section 96A of the Act references in this Deed to the Application and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid in this Deed shall henceforth take effect and be read and construed accordingly so that the planning obligations in this Deed shall apply to development under such subsequent planning permissions, unless the Council shall determine otherwise

7. WAIVER

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

8. CHANGE IN OWNERSHIP

The Owner covenants with the Council and the County Council to give each of them independently written notice of any transfer in ownership of any of any freehold interests in the Site occurring before all the positive obligations under this Deed have been discharged, such notice to be served within twenty one (21) Working 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

9. INDEXATION

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

- 9.1 A is the sum payable under this Deed
- 9.2 B is the original sum calculated as the sum payable
- 9.3 C is the BCIS Index for the month two (2) months before the date on which the sum is payable
- 9.4 D is the BCIS Index for the month two (2) months before the date of this Deed and
- 9.5 C/D is greater than 1

10. INTEREST

If any payment due under this Deed is not paid on time Late Payment Interest will be payable from the date payment is due to the date of payment

11. VAT

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

12. NOTICES

- 12.1 Any notices or other written communication to be served under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 12.2
- 12.2 The address for any notice or other written communication in the case of each of the Parties to this Deed shall be as follows

The Council	The Assistant Director of Growth West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU
The County Council	The Executive Director of Growth Highways and Infrastructure (or a duly appointed successor)

	Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX
The Owner	Manor House, Church Road, Great Barton, Bury St. Edmunds IP31 2QR
The Mortgagee	Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ
The Developer	Berkeley House 19 Portsmouth Road Cobham Surrey KT11 1JG

12.3 The Owner covenants to inform the Council and the County Council by way of written notice within seven (7) Working Days following:

12.3.1 Commencement of Development;

12.3.2 Commencement of Development in each Outline Phase;

12.3.3 Occupation of the first (1st) Dwelling;

12.3.4 Occupation of one hundred and fifty (150) Dwellings, two hundred and fifty (250) Dwellings, two hundred and eighty eight (288) Dwellings, four hundred and fifty (450) Dwellings, five hundred (500) Dwellings, seven hundred and fifty (750) Dwellings, one thousand (1000) Dwellings, one thousand and three hundred (1300) Dwellings;

12.3.5 Occupation of fifty percent (50%) of the Open Market Dwellings within the Detailed Phase;

12.3.6 Occupation of fifty percent (50%) of the Open Market Dwellings within each Outline Phase;

12.3.7 Occupation of all Open Market Dwellings within the Detailed Phase;

12.3.8 Occupation of all Open Market Dwellings within each Outline Phase;

12.3.9 Practical Completion of the Development; and

12.3.10 Occupation of the final Dwelling to be Occupied;

13. DISPUTE RESOLUTION

13.1 Any dispute or difference of any kind whatsoever arising between any or all of the parties out of or in connection with this Deed (including without limitation any question regarding its existence validity or

termination) which cannot be resolved by prior agreement between the parties to the dispute ("**the Dispute Parties**") shall be referred to arbitration before a single Expert (the "**Expert**")

13.2 The Dispute Parties shall jointly appoint the Expert not later than twenty-eight (28) days after service of a request in writing by either Party to do so

13.3 If the Dispute Parties are unable to agree within twenty-eight (28) days as to the appointment of such Expert then the Expert shall be appointed on the application of any of the Dispute Parties as follows:

13.3.1 if the difference or question relates to the rights and liabilities of any Dispute Party or to the terms or conditions to be embodied in the Deed or document appertaining to the Deed it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society

13.3.2 if the difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers

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

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

13.4 In the event of a reference to arbitration the Dispute Parties agree to:

13.4.1 prosecute any such reference expeditiously and

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

13.5 The Expert will have the power to consolidate proceedings or hold concurrent proceedings and to order on a provisional basis any relief which he would have power to grant on a final award

- 13.6 The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the hearing
- 13.7 The award shall be final and binding both on the Dispute Parties (save in the case of fraud or manifest error) and on any persons claiming through or under them and judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be
- 13.8 Unless this Deed has already been terminated the Owner shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this Clause but without prejudice to the rights and obligations of the Owner in relation to the termination of the Deed
- 13.9 The provisions of this clause shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief injunction specific performance payment of any sum damages and any other means of enforcing this Deed and consequential and interim orders and relief

14. CONSENT OF DEVELOPER

The Developer acknowledges that the Owner has entered into this Deed with its consent and that the Site is bound by the obligations contained in this Deed PROVIDED THAT the Developer shall not be bound by any obligations (other than clauses 6.2 - 6.4) unless and until it becomes a successor in title to the Owner.

15. JURISDICTION

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

16. DELIVERY

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

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

**THE COMMON SEAL OF
WEST SUFFOLK COUNCIL**

was hereunto affixed
in the presence of:



Authorised Signatory

**THE COMMON SEAL OF
SUFFOLK COUNTY COUNCIL**

was hereunto affixed
in the presence of:



Authorised Signatory

SIGNED AS A DEED by)
MAJOR THE HONOURABLE)
JAMES HENRY AILWYN BROUGHTON)



in the presence of:

Witness signature:

Name of witness:

Address of witness:

Occupation of witness:



SIGNED AND DELIVERED AS A DEED)
AS ATTORNEY FOR AND ON BEHALF OF)
LLOYDS BANK PLC)

by:

.....
(full name of person
appointed to exercise the
power of attorney)

.....
(signature)

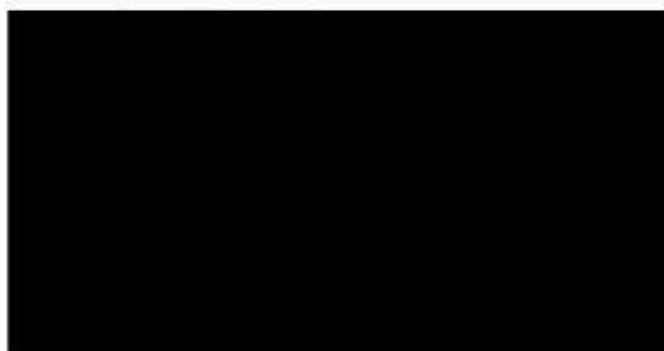
in the presence of:

Witness signature:

Name of witness:

Address of witness:

Occupation of witness:



EXECUTED AS A DEED by

BERKELEY COMMUNITY

VILLAGES LIMITED

acting by:

)

)

)



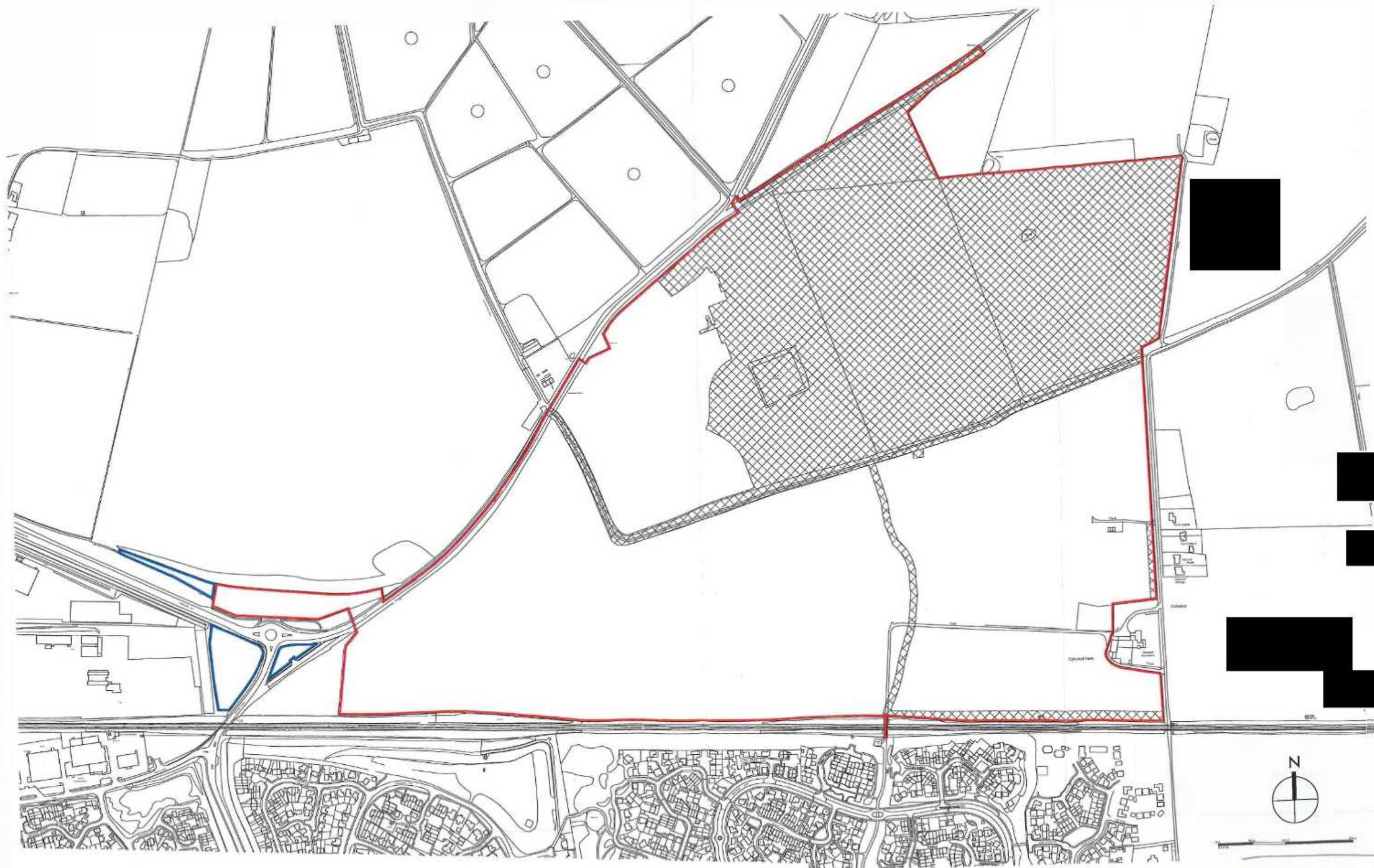
Director



Director

FIRST SCHEDULE

SITE PLAN



KEY

 FULL EXTENT OF DETAILED ELEMENT OF HYBRID APPLICATION

St Joseph
 Designed for life

Client St Joseph		Drawing Title Site Location Plan		 Omega Architects <small>Omega Architects is a registered architectural practice in the United Kingdom. Registered No. 11100 PL D. Registered Address: 11100 PL D, 11100 PL D, 11100 PL D.</small>		Project No 2742	Client A	Design No 1100	Drawn By PL D																								
Project Land North East of Bury St Edmunds		Scale 1:2500 @ A1	<table><tr><th>Rev</th><th>By</th><th>Date</th><th>Notes</th></tr><tr><td>1</td><td>NA</td><td>09.08.20</td><td>Initial Design</td></tr><tr><td>2</td><td>NA</td><td>11.12.20</td><td>Final Design</td></tr><tr><td>3</td><td>NA</td><td>18.05.21</td><td>Final Design</td></tr></table>	Rev	By	Date	Notes	1	NA	09.08.20	Initial Design	2	NA	11.12.20	Final Design	3	NA	18.05.21	Final Design	<table><tr><th>Project No</th><th>Client</th><th>Design No</th><th>Drawn By</th></tr><tr><td>2742</td><td>A</td><td>1100</td><td>PL D</td></tr></table>		Project No	Client	Design No	Drawn By	2742	A	1100	PL D	<small>Omega Architects is a registered architectural practice in the United Kingdom. Registered No. 11100 PL D. Registered Address: 11100 PL D, 11100 PL D, 11100 PL D.</small>			
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Project No	Client	Design No	Drawn By																														
2742	A	1100	PL D																														

SECOND SCHEDULE

THE OWNER COVENANTS WITH THE COUNCIL:

1. AFFORDABLE HOUSING UNITS

- 1.1 To deliver thirty per cent (30%) of the Dwellings within the Detailed Phase as Affordable Housing Units and to deliver thirty per cent (30%) of the Dwellings within each Outline Phase as Affordable Housing Units and for the avoidance of doubt where a percentage does not equate to a whole number the number shall be rounded up to ensure whole numbers (and therefore whole Affordable Housing Units are delivered)
- 1.2 To deliver the Affordable Housing Units within the Development as a whole in accordance with the Tenure Mix unless otherwise agreed in writing by the Council
- 1.3 No later than submission of the first Reserved Matters application for an Outline Phase, to submit a Tenure Mix Statement in relation to the relevant Outline Phase to the Council and for the avoidance of doubt, the tenure mix in an individual Outline Phase does not need to be in accordance with the Tenure Mix
- 1.4 Not to Commence any Outline Phase until the Tenure Mix Statement for the relevant Outline Phase has been approved by the Council
- 1.5 To comply with the Tenure Mix Statement submitted for the relevant Outline Phase
- 1.6 Subject to clause 2.9.4 (governing disposal by a Chargee), to ensure that the Affordable Housing Units shall not be used for any purpose other than as Affordable Housing
- 1.7 To construct fifty per cent (50%) of the Affordable Housing Units agreed and approved for the Detailed Phase and to transfer all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Unit which is not being transferred to a Registered Provider in which case such Intermediate Unit shall be transferred directly to an individual purchaser lessee or tenant) prior to the Occupation of fifty per cent (50%) of the Open Market Dwellings within the Detailed Phase
- 1.8 Not to Occupy or permit Occupation of more than forty-nine percent (49%) of the Open Market Dwellings within the Detailed Phase unless and until fifty per cent (50%) of the Affordable Housing Units agreed and approved for the Detailed Phase have been constructed and the Owner has transferred all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to

any Intermediate Unit which is not being transferred to a Registered Provider in which case such Intermediate Unit shall be transferred directly to an individual purchaser lessee or tenant)

- 1.9 To construct fifty per cent (50%) of the Affordable Housing Units agreed and approved in an Outline Phase and to transfer all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Unit which is not being transferred to a Registered Provider in which case such Intermediate Unit shall be transferred directly to an individual purchaser lessee or tenant) prior to the Occupation of fifty per cent (50%) of the Open Market Dwellings within the relevant Outline Phase
- 1.10 Not to Occupy or permit Occupation of more than forty-nine percent (49%) of the Open Market Dwellings within an Outline Phase unless and until fifty per cent (50%) of the Affordable Housing Units agreed and approved for that Outline Phase have been constructed and the Owner has transferred all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Unit which is not being transferred to a Registered Provider in which case such Intermediate Unit shall be transferred directly to an individual purchaser lessee or tenant)
- 1.11 To construct the remaining fifty per cent (50%) of the Affordable Housing Units agreed and approved for the Detailed Phase and to transfer all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Unit which is not being transferred to a Registered Provider in which case such Intermediate Unit shall be transferred directly to an individual purchaser lessee or tenant) prior to Occupation of all the Open Market Dwellings within the Detailed Phase
- 1.12 Not to Occupy or permit Occupation of more than ninety-nine per cent (99%) of the Open Market Dwellings within the Detailed Phase unless and until the remaining fifty per cent (50%) of the Affordable Housing Units agreed and approved for the Detailed Phase have been constructed and the Owner has transferred all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Unit which is not being transferred to a Registered Provider in which case such Intermediate Unit shall be transferred directly to an individual purchaser lessee or tenant)
- 1.13 To construct the remaining fifty per cent (50%) of the Affordable Housing Units agreed and approved in an Outline Phase and to transfer all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate

Unit which is not being transferred to a Registered Provider in which case such Intermediate Unit shall be transferred directly to an individual purchaser lessee or tenant) prior to Occupation of all the Open Market Dwellings within the relevant Outline Phase

- 1.14 Not to Occupy or permit Occupation of more than ninety-nine percent (99%) of the Open Market Dwellings within an Outline Phase unless and until the remaining fifty per cent (50%) of the Affordable Housing Units agreed and approved for the relevant Outline Phase have been constructed and the Owner has transferred all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Unit which is not being transferred to a Registered Provider in which case such Intermediate Unit shall be transferred directly to an individual purchaser lessee or tenant)
- 1.15 To ensure that the transfers referred to in this Second Schedule to the Registered Provider and their successors in title will contain a covenant requiring the Registered Provider to use reasonable endeavours to enter into a Nomination Agreement with the Council for those Affordable Housing Units
- 1.16 To ensure the conditions on which the Affordable Housing Units shall be transferred shall include but not be limited to the following:
 - 1.16.1 the land on which the Affordable Housing Units are situated is to be remediated so that the land is fit for the proposed use
 - 1.16.2 be on terms that at the date of the transfer the following are (unless otherwise agreed by the Registered Provider) provided up to a point immediately adjacent to the boundary of the Affordable Housing Units:
 - 1.16.2.1 an adoptable road constructed to base course
 - 1.16.2.2 adoptable public sewers and drains
 - 1.16.2.3 gas water electricity telecommunications infrastructure with sufficient capacity to serve each Affordable Housing Unit and
 - 1.16.2.4 such necessary rights as the Owner may reasonably require to be reserved

2. NHS CONTRIBUTION

- 2.1 To pay to the Council the NHS Contribution prior to the first Occupation of two hundred and fifty (250) Dwellings

- 2.2 Not to Occupy or permit Occupation of more than two hundred and forty-nine (249) Dwellings unless and until the NHS Contribution has been paid to the Council

3. PUBLIC OPEN SPACE CONTRIBUTIONS

- 3.1 To pay to the Council the Public Open Space (pitch) Contribution and the Public Open Space (facility) Contribution, the Public Open Space (sports halls) Contribution and the Public Open Space (swimming pools) Contribution prior to the first Occupation of two hundred and fifty (250) Dwellings
- 3.2 Not to Occupy or permit Occupation of more than two hundred and forty nine (249) Dwellings unless and until the Public Open Space (pitch) Contribution, the Public Open Space (facility) Contribution, the Public Open Space (sports halls) Contribution and the Public Open Space (swimming pools) Contribution have all been paid to the Council

THIRD SCHEDULE

THE OWNER COVENANTS WITH THE COUNTY COUNCIL:

1. EARLY YEARS AND PRIMARY SCHOOL LAND

- 1.1 To transfer to the County Council (and the County Council shall accept such transfer) the Early Years and Primary School Land in accordance with the Transfer Terms and in such form as may be agreed between the Owner and the County Council (both acting reasonably) prior to Occupation of one hundred and fifty (150) Dwellings
- 1.2 Not to Occupy or permit Occupation of more than one hundred and forty-nine (149) Dwellings until the Early Years and Primary School Land has been transferred to the County Council in accordance with the Transfer Terms PROVIDED THAT if the transfer of the Early Years and Primary School Land has not completed prior to Occupation of the 150th Dwelling due to any delay or non performance by the County Council the restriction on Occupation shall not apply

2. EARLY YEARS CONTRIBUTIONS

- 2.1 To pay to the County Council the Early Years On Site Contribution in the following instalments:
 - 2.1.1 five percent (5%) prior to first Occupation of any Dwelling
 - 2.1.2 a further twenty five percent (25%) prior to Occupation of the 150th Dwelling;
 - 2.1.3 a further twenty three percent (23%) prior to Occupation of the 450th Dwelling;
 - 2.1.4 a further twenty three percent (23%) prior to Occupation of the 750th Dwelling; and
 - 2.1.5 the final twenty four percent (24%) prior to Occupation of the 1000th Dwelling
- 2.2 Not to Occupy or permit Occupation of any Dwelling until five percent (5%) of the Early Years On Site Contribution has been paid to the County Council.
- 2.3 Not to Occupy or permit Occupation of more than one hundred and fifty (150) Dwellings until a further twenty five percent (25%) of the Early Years On Site Contribution has been paid to the County Council

- 2.4 Not to Occupy or permit Occupation of more than four hundred and fifty (450) Dwellings until a further twenty three percent (23%) of the Early Years On Site Contribution has been paid to the County Council
- 2.5 Not to Occupy or permit Occupation of more than seven hundred and fifty (750) Dwellings until a further twenty-three percent (23%) of the Early Years On Site Contribution has been paid to the County Council
- 2.6 Not to Occupy or permit Occupation of more than one thousand (1000) Dwellings until the final twenty-four percent (24%) of the Early Years On Site Contribution has been paid to the County Council
- 2.7 To pay to the County Council the Early Years Off Site Contribution within 20 Working Days of receipt of written demand from the County Council PROVIDED THAT no such demand shall be considered to be validly served unless an Early Years Off Site Contribution Review has been carried out by the County Council and the results served on the Owner no earlier than first Occupation of any Dwelling and prior to Occupation of the 1300th Dwelling and until it has been agreed (or determined by an Expert in the event that the Parties do not agree) that the Early Years Off Site Contribution Condition has been satisfied.

3. HIGHWAYS CONTRIBUTIONS

- 3.1 To pay to the County Council the Highways (destination C) Contribution and the Footpath 21 Contribution and the Highways (A143 TRO) Contribution prior to the first Occupation of the Dwellings
- 3.2 Not to Occupy or permit Occupation of the Dwellings until the Highways (destination C) Contribution and the Footpath 21 Contribution and the Highways (A143 TRO) Contribution have all been paid to the County Council
- 3.3 To pay to the County Council the Highways (destination A) Contribution and the Highways (mitigation) Contribution prior to the first Occupation of two hundred and eighty-eight (288) Dwellings
- 3.4 Not to Occupy or permit Occupation of more than two hundred and eighty-seven (287) Dwellings until the Highways (destination A) Contribution and the Highways (mitigation) Contribution have all been paid to the County Council

4. LIBRARY CONTRIBUTION

- 4.1 To pay to the County Council the Library Contribution prior to the first Occupation of two hundred and eighty-eight (288) Dwellings

- 4.2 Not to Occupy or permit Occupation of more than two hundred and eighty-seven (287) Dwellings until the Library Contribution has been paid to the County Council

5. PRIMARY SCHOOL CONTRIBUTION

- 5.1 To pay to the County Council the Primary School Contribution in the following instalments:
- 5.1.1 five percent (5%) prior to first Occupation of any Dwelling;
 - 5.1.2 a further twenty five percent (25%) prior to Occupation of the 150th Dwelling;
 - 5.1.3 a further twenty three percent (23%) prior to Occupation of the 450th Dwelling;
 - 5.1.4 a further twenty three percent (23%) prior to Occupation of the 750th Dwelling; and
 - 5.1.5. the final twenty four percent (24%) prior to Occupation of the 1000th Dwelling.
- 5.2 Not to Occupy or permit Occupation of any Dwelling until five percent (5%) of the Primary School Contribution has been paid to the County Council
- 5.3 Not to Occupy or permit Occupation of more than one hundred and forty nine (149) Dwellings until a further twenty five percent (25%) of the Primary School Contribution has been paid to the County Council
- 5.4 Not to Occupy or permit Occupation of more than four hundred and forty nine (449) Dwellings until a further twenty-three percent (23%) of the Primary School Contribution has been paid to the County Council
- 5.5 Not to Occupy or permit Occupation of more than seven hundred and forty nine (749) Dwellings until a further twenty-three per cent (23%) of the Primary School Contribution has been paid to the County Council
- 5.6 Not to Occupy or permit Occupation of more than nine hundred and ninety-nine (999) Dwellings until the final twenty-four percent (24%) of the Primary School Contribution has been paid to the County Council

6. SECONDARY SCHOOL CONTRIBUTION

- 6.1 To pay to the County Council the Secondary School Contribution in the following instalments:
 - 6.1.1 twenty five percent (25%) prior to the first Occupation of the 250th Dwelling;
 - 6.1.2 a further twenty five percent (25%) prior to Occupation of the 500th Dwelling;
 - 6.1.3 a further twenty five percent (25%) prior to Occupation of the 750th Dwelling; and
 - 6.1.4 the final twenty five percent (25%) prior to Occupation of the 1000th Dwelling
- 6.2 Not to Occupy or permit Occupation of more than two hundred and forty nine (249) Dwellings until twenty-five per cent (25%) of the Secondary School Contribution has been paid to the County Council
- 6.3 Not to Occupy or permit Occupation of more than four hundred and ninety nine (449) Dwellings until a further twenty-five per cent (25%) of the Secondary School Contribution has been paid to the County Council
- 6.4 Not to Occupy or permit Occupation of more than seven hundred and forty nine (749) Dwellings until a further twenty-five per cent (25%) of the Secondary School Contribution has been paid to the County Council
- 6.5 Not to Occupy or permit Occupation of more than nine hundred and ninety nine (999) Dwellings until the final twenty-five per cent (25%) of the Secondary School Contribution has been paid to the County Council

7. SEND CONTRIBUTION

- 7.1 To pay to the County Council the SEND Contribution in the following instalments:
 - 7.1.1 five percent (5%) prior to first Occupation of any Dwelling;
 - 7.1.2 a further twenty five percent (25%) prior to Occupation of the 150th Dwelling;
 - 7.1.3 a further twenty three percent (23%) prior to Occupation of the 450th Dwelling;

- 7.1.4 a further twenty three percent (23%) prior to Occupation of the 750th Dwelling; and
- 7.1.5. the final twenty four percent (24%) prior to Occupation of the 1000th Dwelling.
- 7.2 Not to Occupy or permit Occupation of any Dwelling until five percent (5%) of the SEND Contribution has been paid to the County Council
- 7.3 Not to Occupy or permit Occupation of more than one hundred and forty nine (149) Dwellings until a further twenty five percent (25%) of the SEND Contribution has been paid to the County Council
- 7.4 Not to Occupy or permit Occupation of more than four hundred and forty nine (449) Dwellings until a further twenty three percent (23%) of the SEND Contribution has been paid to the County Council
- 7.5 Not to Occupy or permit Occupation of more than seven hundred and forty nine (749) Dwellings until a further twenty three percent (23%) of the SEND Contribution has been paid to the County Council
- 7.6 Not to Occupy or permit Occupation of more than nine hundred and ninety nine (999) Dwellings until the final twenty four percent (24%) of the SEND Contribution has been paid to the County Council

8. SIXTH FORM CONTRIBUTION

- 8.1 To pay to the County Council the Sixth Form Contribution in the following instalments:
 - 8.1.1 twenty five percent (25%) prior to Occupation of the 250th Dwelling;
 - 8.1.2 a further twenty five percent (25%) prior to Occupation of the 500th Dwelling;
 - 8.1.3 a further twenty five percent (25%) prior to Occupation of the 750th Dwelling; and
 - 8.1.4 the final twenty five percent (25%) prior to Occupation of the 1000th Dwelling
- 8.2 Not to Occupy or permit Occupation of more than two hundred and forty nine (249) Dwellings until twenty-five per cent (25%) of the Sixth Form Contribution has been paid to the County Council
- 8.3 Not to Occupy or permit Occupation of more than four hundred and ninety nine (499) Dwellings until a further twenty five percent (25%) of the Sixth Form Contribution has been paid to the County Council

8.4 Not to Occupy or permit Occupation of more than seven hundred and forty nine (749) Dwellings until a further twenty five percent (25%) of the Sixth Form Contribution has been paid to the County Council

8.5 Not to Occupy or permit Occupation of more than nine hundred and ninety nine (999) Dwellings until the final twenty-five per cent (25%) of the Sixth Form Contribution has been paid to the County Council

9. TEMPORARY CLASSROOM CONTRIBUTION

9.1 To pay to the County Council the Temporary Classroom Contribution prior to Commencement of Development

9.2 Not to Commence Development until the Temporary Classroom Contribution has been paid to the County Council

10. TRAVEL PLAN CONTRIBUTION

10.1 To pay to the County Council a Travel Plan Contribution prior to first Occupation of any Dwelling and thereafter to pay a further Travel Plan Contribution on each anniversary of the date of first Occupation any Dwelling for a period of fifteen (15) years.

10.2 Not to Occupy or permit Occupation of any Dwelling until the first Travel Plan Contribution has been paid to the County Council.

11. WASTE CONTRIBUTION

11.1 To pay to the County Council the Waste Contribution prior to the Occupation of two hundred and fifty (250) Dwellings

11.2 Not to Occupy or permit Occupation of more than two hundred and forty nine (249) Dwellings until the Waste Contribution has been paid to the County Council

FOURTH SCHEDULE

THE COUNCIL COVENANTS WITH THE OWNER:

1 NHS CONTRIBUTION

- 1.1 To use the NHS Contribution towards the provision of public health services serving the Development and for no other purpose
- 1.2 If requested to do so in writing after the expiry of ten (10) years from the date that the final and full payment of the NHS Contribution was received to pay to the person who paid the NHS Contribution to the Council such amount of the NHS Contribution which has not been committed or expended by the Council in accordance with the provisions of this Deed such payment to be made within twenty eight (28) Working Days of such request

2. PUBLIC OPEN SPACE CONTRIBUTION

- 2.1 To use the Public Open Space (pitch) Contribution towards providing outdoor sports pitches within Bury St Edmunds and, in particular, the provision of a synthetic pitch at Victory Ground
- 2.2 To use the Public Open Space (facility) Contribution towards providing outdoor sports facilities within Bury St Edmunds and, in particular, sports pitches at Victory Ground
- 2.3 To use the Public Open Space (sports halls) Contribution towards providing sports halls within Bury St Edmunds
- 2.4 To use the Public Open Space (swimming pools) Contribution towards providing swimming pools within Bury St Edmunds
- 2.6 If requested to do so in writing after the expiry of ten (10) years from the date that the full and final payment of the Public Open Space (pitch) Contribution was received to pay to the person who paid the Public Open Space (pitch) Contribution to the Council such amount of the Public Open Space (pitch) Contribution which has not been committed or expended by the Council in accordance with the provisions of this Deed such payment to be made within twenty eight (28) Working Days of such request
- 2.7 If requested to do so in writing after the expiry of ten (10) years from the date that the full and final payment of the Public Open Space (facility) Contribution was received to pay to the person who paid the Public Open Space (facility) Contribution to the Council such amount of the Public Open Space (facility) Contribution which has not been committed or expended by the Council in accordance with the

provisions of this Deed such payment to be made within twenty eight (28) Working Days of such request

- 2.8 If requested to do so in writing after the expiry of ten (10) years from the date that the full and final payment of the Public Open Space (sports halls) Contribution was received to pay to the person who paid the Public Open Space (sports halls) Contribution to the Council such amount of the Public Open Space (sports halls) Contribution which has not been committed or expended by the Council in accordance with the provisions of this Deed such payment to be made within twenty eight (28) Working Days of such request
- 2.9 If requested to do so in writing after the expiry of ten (10) years from the date that the full and final payment of the Public Open Space (swimming pools) Contribution was received to pay to the person who paid the Public Open Space (swimming pools) Contribution to the Council such amount of the Public Open Space (swimming pools) Contribution which has not been committed or expended by the Council in accordance with the provisions of this Deed such payment to be made within twenty eight (28) Working Days of such request

FIFTH SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNER:

1 EARLY YEARS AND PRIMARY SCHOOL CONTRIBUTIONS AND EARLY YEARS AND PRIMARY SCHOOL LAND

- 1.1 To use the Early Years On Site Contribution towards the build costs of the Early Years Facility on the Early Years and Primary School Land
- 1.2 To use the Primary School Contribution towards the build costs of the Primary School on the Early Years and Primary School Land
- 1.3 To provide the Early Years Facility and the Primary School on the Early Years and Primary School Land including use of such facilities for community and ancillary uses and to use that land for no other purpose
- 1.4 To act promptly in all matters pertaining to the delivery of the Primary School and Early Years Facility including in submitting and progressing an application for Reserved Matters approval in respect of the same and in commencing and progressing any statutory consultation or procurement exercise required in order to provide the Primary School and Early Years Facility
- 1.5 To ensure that the Early Years Facility and the Primary School are Practically Complete and open for use in a timely manner in order to provide school places to children resident on the Site
- 1.6 To use the Early Years Off Site Contribution, if paid, towards the provision of 14 early years places at either Great Barton and/or Moreton Hall
- 1.7 If requested to do so in writing after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied the County Council shall repay to the person who paid the contribution such amount of the Early Years Off Site Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 1.8 When the Early Years Off Site Contribution paid to the County Council pursuant to this Deed has been spent or committed, the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied, within a further period of sixty (60) Working Days

notify the Owner that such monies have been spent or committed, such notice to include full details of what the said monies were spent on or committed to

- 1.9 If requested to do so in writing after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied, the County Council shall repay to the person who paid the contribution such amount of the Primary School Contribution or the Early Years On Site Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, such payment to be made within sixty (60) Working Days of such request
- 1.10 When the Primary School Contribution or Early Years On Site Contribution paid to the County Council pursuant to this Deed has been spent or committed, the County Council shall, upon the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied, within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

2. HIGHWAYS CONTRIBUTIONS

- 2.1 To use the highways contributions towards the costs and delivery of the highway works in the following way:
- (a) To use the Highways (destination A) Contribution towards the creation of a field-edge bridleway from the northern end of the bridleway (BR6) to the new cycle path at the Bury St Edmunds Recycling Centre on Fornham Road;
 - (b) To use the Highways (destination C) Contribution towards enhancements to the public footpath/cycle routes between the Site and Bury St Edmunds town centre including to Barton Road, Eastgate Street, Mustow Street/Northgate Street and Looms Lane;
 - (c) To use the Footpath 21 Contribution to upgrade the public footpath (FP21) to the public bridleway, divert this to the field edge and extend the public right of way to East Barton Road;
 - (d) To use the Highways (A143 TRO) Contribution towards bringing forward a Traffic Regulation Order to secure a speed limit reduction on the A143 along the accesses to the Site; and

- (e) To use the Highways (mitigation) Contribution for improvements to the highways network in the Bury St Edmunds Area
- 2.2 If requested to do so in writing after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied, the County Council shall repay to the person who paid each of the Highways (destination A) Contribution, the Highways (destination C) Contribution, the Footpath 21 Contribution, the Highways (A143 TRO) Contribution and the Highways (mitigation) Contribution the amount of any such contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 2.3 When the Highways (destination A) Contribution, the Highways (destination C) Contribution, the Footpath 21 Contribution, the Highways (A143 TRO) Contribution and the Highways (mitigation) Contribution in each case paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

3 LIBRARY CONTRIBUTION

- 3.1 To use the Library Contribution for the provision of library lending stock reference audio visual and homework support material and ICT equipment for public use in Bury St. Edmunds serving the Development and improvements to existing library provision serving the Development
- 3.2 If requested to do so in writing after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied the County Council shall repay to the person who paid such contribution such amount of the Library Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 3.3 When the Library Contribution is paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied within a further period of sixty (60) Working Days notify the Owner

that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

4. SECONDARY SCHOOL CONTRIBUTION

- 4.1 To use the Secondary School Contribution for the provision of secondary school places serving the Development (whether previously forward funded or not) and, in particular, for provision at the Sybil Andrews Academy
- 4.2 If requested to do so in writing after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied the County Council shall repay to the person who paid such contribution such amount of the Secondary School Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 4.3 When the Secondary School Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

5. SEND CONTRIBUTION

- 5.1 To use the SEND Contribution to provide services for children with special educational needs within the Development
- 5.2 If requested to do so in writing after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied repay to the person who paid such contribution such amount of the SEND Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 5.3 When the SEND Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied within a further period of sixty (60) Working Days notify the Owner that such

monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

6. SIXTH FORM CONTRIBUTION

- 6.1 To use the Sixth Form Contribution for the provision of sixth form places that serve the Development (whether previously forward funded or not) and, in particular, for provision at Abbeygate Sixth Form College as already agreed with the Department for Education (including reimbursing the Department for such forward funding)
- 6.2 If requested to do so in writing after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied the County Council shall repay to the person who paid such contribution such amount of the Sixth Form Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 6.3 When the Sixth Form Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

7. TEMPORARY CLASSROOM CONTRIBUTION

- 7.1 To use the Temporary Classroom Contribution for the provision of a temporary classroom for primary school age children that serves the Development until such time as the Primary School is provided on the Site and is open to pupils from the Development
- 7.2 If requested to do so in writing after the opening of the Primary School the County Council shall repay to the person who paid such contribution such amount of the Temporary Classroom Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 7.3 When the Temporary Classroom Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the opening of the Primary School within a further period of sixty (60) Working Days

notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

8. TRAVEL PLAN CONTRIBUTION

- 8.1 To use the Travel Plan Contributions for monitoring the Travel Plan that promotes sustainable travel for the Development
- 8.2 If requested to do so in writing after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied the County Council shall repay to the person who paid such contribution such amount of the Travel Plan Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 8.3 When the Travel Plan Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

9. WASTE CONTRIBUTION

- 9.1 To use the Waste Contribution towards the provision of waste transfer stations serving the Development (including any already provided)
- 9.2 If requested to do so in writing after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied the County Council shall repay to the person who paid such contribution such amount of the Waste Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within sixty (60) Working Days of such request
- 9.3 When the Waste Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Dwelling to be Occupied within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

SIXTH SCHEDULE
DRAFT NOMINATION AGREEMENT

DATED _____ 2022

(1) WEST SUFFOLK COUNCIL

And

(2) XXXXXX

NOMINATION AGREEMENT

Relating to Land at XXXX

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

THIS AGREEMENT MADE

2022

BETWEEN

(1) **WEST SUFFOLK COUNCIL** West Suffolk House, Western Way, Bury St Edmunds, Suffolk IP33 3YU ("the Council") and

(2) **XXXXX** of ("the Association")

WHEREBY IT IS AGREED as follows:-

1. Particulars

- | | | | |
|-----|-----------------------------|---|---|
| 1.1 | Affordable Housing Units | : | Has the same meaning as defined in the Section 106 Agreement. |
| 1.2 | The Scheme | : | The construction works to be carried out to provide XX (XX) dwellings at XXXX |
| 1.3 | Registered Provider | : | Has the same meaning as defined in the Section 106 Agreement. |
| 1.4 | Affordable Rented Dwellings | : | Has the same meaning as defined in the Section 106 Agreement |
| 1.5 | Shared Ownership Units | : | Has the same meaning as defined in the Section 106 Agreement |
| 1.6 | Initial Lets | : | Means the first tenancy of each newly constructed Affordable Rented Dwelling |
| 1.6 | Initial Sale | : | Means the initial sale by the Registered Provider of each newly constructed Shared Ownership Unit |
| 1.8 | Subsequent Sales | : | Means the subsequent sale of a Shared Ownership Unit following Initial Sale |
| 1.9 | Help to Buy Agent | : | BPHA Limited, Bedford Heights, Manton Lane, Bedford. MK41 7BJ or any other Help To Buy Agent party to and acting in |

accordance with the Service Level Agreement

1.10 Service Level Agreement

an agreement made between the Association and the Help to Buy Agent dated [19/12/2014] for the governance of procedures and performance standards of the Help to Buy Agent and the Registered Provider in their roles in enabling any affordable housing scheme or any subsequent service level agreement made between the Registered Provider and the Help to Buy Agent for the same provision.

1.11 Chargee

: means any mortgagee or chargee of the Association or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.

1.12 Voids

: means an Affordable Rented Dwelling which is not subject to a tenancy and any void period shall be measured in calendar days between the date of termination of the previous tenancy, or repossession, and the start date of a new tenancy.

1.13 Nomination Rights

: means rights for the Council to nominate Qualifying Persons to Affordable Housing Units

1.14 Qualifying Persons

: means individuals who shall satisfy the Council that they are in "housing need" as defined by and/or described in the Council's latest

adopted policies (so far as
may be relevant)

2. Agreement

- 2.1 The Association hereby grants the Council Nomination Rights of 100% for the Initial Lets and thereafter 75% of Voids in relation to the Affordable Rented Dwellings to be erected on the Scheme in accordance with the terms of this Deed.

PROVIDED THAT

2.1.1 Affordable Rented Dwellings – West Suffolk Council Nomination Rights

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

- 2.2 The Association hereby grants the Council Nomination Rights of 100% for the Initial Sales and thereafter 75% of any Subsequent Sales in relation to the Shared Ownership Units to be erected on the Scheme in accordance with the terms of this Deed.

PROVIDED THAT

2.2.1 Shared Ownership Units – West Suffolk Council Nomination Rights

- (a) In relation to Initial Sales of Shared Ownership Units the Association shall upload details of the Shared Ownership Units being offered for sale to the Help to Buy Agent's website. Applicants who have been approved by the Help to Buy Agent shall then be assessed by the Association and the Association shall then offer for sale the Shared Ownership Unit to such applicant.

- (b) In the event the Help to Buy Agent is unable to provide applicants for the Initial Sales of Shared Ownership Units within three months of notification of practical completion given by the Association, then the Association may offer for sale the Shared Ownership Units on the open market to any person the Association considers to be in need of such accommodation.
- (c) In relation to the Subsequent Sales of the Shared Ownership Units the Association shall as soon as it receives notification from a shared ownership lessee that a Shared Ownership Unit is being offered for sale upload details of the Shared Ownership Unit being offered for sale to the Help to Buy Agent's website. Applicants who have been approved by the Help to Buy Agent shall then be assessed by the Association and the Association shall then direct the shared ownership lessee to sell the Shared Ownership Dwelling to such applicant.
- (d) In the event that the Help to Buy Agent is unable to provide applicants on a Subsequent Sale of the Shared Ownership Unit within eight weeks of notification then the shared ownership lessee may offer for sale the Shared Ownership Unit on the open market to any person the Association considers to be in need of such accommodation.
- (e) On any disposal of the Shared Ownership Units to another Registered Provider the Association will use reasonable endeavours to ensure that the purchaser enters into an agreement with the Council in the same terms as this Agreement.

3 General

- (a) The provisions of this Agreement shall not be binding on a Chargee of the whole or any part of the Affordable Rented Dwellings or Shared Ownership Units or any persons or bodies deriving title through such Chargee PROVIDED THAT such Chargee has complied with the requirements for disposal in the Section 106 Agreement
- (b) The Scheme is subject to an agreement made in accordance with section 106 of the Town and Country Planning Act 1990 made between [x] and dated [x] and all nominations and occupation of the Affordable Rented Dwellings and the Shared Ownership Units shall comply with the provisions of those agreements.

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

THE COMMON SEAL of **WEST SUFFOLK**)
COUNCIL)
 was hereunto affixed as its deed in the presence of:-)
)

.....
 Authorised Officer

.....
 Authorised Officer

THE COMMON SEAL of **XXXXX**
was hereunto affixed
in the presence of:-

)
)

.....
Authorised Signatory

.....
Authorised Signatory

SEVENTH SCHEDULE

LAND TRANSFER TERMS

1. DEFINITIONS

County's Nominee means any person(s) company (ies) body (ies) or organisation(s) that the County Council shall employ fund or work in partnership with in connection with the design construction commissioning running or maintenance of the Education Facilities and for the avoidance of doubt the County's Nominee may include any providers of free state education or childcare of any type

Education Facilities means the Early Years Facility and the Primary School and **Education Facility** shall be construed accordingly.

Early Years and Primary School Land Specification means the criteria set out in the 'Early Years and Primary School Land Specification' appended to this Schedule with which the Early Years and Primary School Land must comply

Early Years and Primary School Land Works means all reasonable works required to render the Early Years and Primary School Land congruent to the Early Years and Primary School Land Specification and fit for use for an Education Facility in all respects to the satisfaction of the County Council

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

2. The transfer terms for the Early Years and Primary School Land shall include but not be limited to:
 - 2.1 Completion of the transfer of the Early Years and Primary School Land free of encumbrances in consideration of the sum of one pound sterling (£1).
 - 2.2 Freehold transfer of the Early Years and Primary School Land
 - 2.3 With all due diligence the Owner to complete in full the Early Years and Primary School Land Works to the County's satisfaction
 - 2.4 The Early Years and Primary School Land to be free from contamination which would constrain the use of the land for the construction and use for the Education Facilities

- 2.5 Access to include vehicular, cycling and pedestrian access built to adoptable standards to the boundary of the Early Years and Primary School Land
 - 2.6 The provision of Utilities to the boundary of the Early Years and Primary School Land at points agreed by the County Council.
 - 2.7 The Early Years and Primary School Land will not contain sustainable drainage systems (SuDS) infrastructure but for the avoidance of doubt connection to the wider SuDS system will be provided to the Early Years and Primary School Land Specification.
 - 2.8 Necessary rights granted for use as the Education Facilities
 - 2.9 Rights reserved to allow proposed development and uses on the retained land
 - 2.10 Restriction on use only for purposes of a primary school with early years setting and ancillary community use/early years setting that shall not detract from the primary function of the Education Facilities
3. In the event that the whole or a substantial part of the Early Years and Primary School Land is not being used for the Education Facilities on the tenth (10th) anniversary of the Early Years and Primary School Land being transferred to the County Council or the County Council's Nominee and it is not demonstrated that there will be a need for such future use then, in the absence of a legally binding contract or obligation requiring the construction or provision of facilities pertaining to an Education Facility, the Owner may serve on the County Council, or the County Council's Nominee as appropriate, a notice requiring that the part or the parts of the Early Years and Primary School Land that are not being used as an Education Facility be transferred to the Owner with vacant possession in consideration of the sum of one pound sterling (£1)

Appendix: Early Years and Primary School Land Specification

The Early Years and Primary School Land shall be:

- suitable for the construction of high quality education buildings and outside spaces
- broadly flat and level (up to 1 in 70 drop may be agreed in some areas)
- level with surrounding areas including all proposed points of access and suitable public realm for congregation ingress and egress at the start and end of the school day
- contamination free and covered with at least 30cm of clean free draining stone free topsoil*
- accessible from suitable public Highways
- served by safe direct walking & cycling routes
- protected from flooding and incorporated into a suitable SUDS system
- In respect of the area for the proposed school building and play areas (but not the sports fields), protected from noise exceeding 55db LAeq (30min) by appropriate bunds or acoustic fencing (lying outside of the Early Years and Primary School Land)
- outside the cordon sanitaire of any sewage plant

The Early Years and Primary School Land shall be free of/from:

- encumbrances
- items or structures of archaeological interest
- 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 and Primary School Land)
- 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 and Primary School Land 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