

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

relating to Land adjacent to Reeve Lodge, High
Road, Trimley St Martin, Suffolk

Dated:

27th July

2023

EAST SUFFOLK COUNCIL (1)

AND

SUFFOLK COUNTY COUNCIL (2)

AND

BELLWAY HOMES LIMITED (3)

REF DC/20/5279/OUT

DATE

27th July

2023

PARTIES

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road Melton Suffolk IP12 1RT ("the Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, IP7 2BX ("the County Council")
- (3) **BELLWAY HOMES LIMITED** (company registration number 00670176) whose registered office is at Woolington, Newcastle upon Tyne, NE13 8BF (together "the Owner")

INTRODUCTION

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations in this Deed are enforceable.
2. The County Council is a local planning authority for the purposes of the Act the Highway Authority and the Education Authority for the area in which the Site is located and by whom the obligations in this Deed are enforceable.
3. The Application was submitted to the Council for the Development.
4. On 19 April 2022, the Council's Planning Committee South resolved to grant the Planning Permission subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
5. The Site lies within the area to which the Local Plan applies. The Council and the Owner acknowledge that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings and shall be read in conjunction with the definitions set out in the Schedules:

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

"Application" means the application for outline planning permission validated by the Council on 29 December 2020 for the Development, and allocated reference number DC/20/5279/OUT;

"Commencement Development"	of	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development (or a Phase as the case may be) begins to be carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, site clearance, erection of any temporary means of enclosure, temporary access for construction works, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Completion of Development"	of the	means the date that the last Dwelling is first Occupied;
"Council Monitoring Fee"		means the sum £3560 (Three Thousand Five Hundred and Sixty Pounds)
"County Council Monitoring Fee"		means the sum of £476 (Four Hundred and Seventy-Six Pounds) per County Council financial contribution contained within this Deed being 7 x 476 for a total of £3332 (Three Thousand Three Hundred and Thirty-Two Pounds)
"Consumer Prices Index"		means the consumer prices index published by the Central Government or any subsequent indices replacing the same;
"Development"		means the development of the Site pursuant to the Planning Permission for a phased scheme for the erection of up to 139 new homes (including the provision of up to 46 affordable homes), land for a two-form entry primary school with pre-school, open space, SUDS, meadow and informal path on land south of Gun Lane, and all associated infrastructure provision;
"Development Above Slab Level"		means the construction of any one or more of the following parts of any building forming part of the Development, after its construction to ground floor slab:

- frame: load bearing framework
- upper floors: suspended floors, balconies, walkways and top landings
- roof: roof structure, roof coverings and roof drainage
- stairs and ramps: construction of ramps and stairs connecting floors at different levels
- external walls: construction of all the external enclosing walls
- windows, doors and openings in external walls;

"Dwelling"	means any dwelling (including a house, bungalow, flat or maisonette) to be constructed pursuant to the Planning Permission;
"Index"	means the All in Tender Price Index published by the Building Cost Information Service or any successor organisation or any subsequent indices of the same,
"Index Linked"	means the increase in any sum referred to in this Deed by an amount equivalent to the increase in the Index to be calculated in accordance with Clause 11 of this Deed;
"Interest"	means interest at four per cent above the base lending rate of the Bank of England from time to time;
"Local Plan"	means the East Suffolk Council – Suffolk Coastal Local Plan adopted 23 September 2020;
"Mortgagee"	means a person holding a mortgage or charge over the whole or part of the Site (including any receiver, administrative receiver, or manager appointed by 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))
"Occupation" and "Occupied"	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;
"Phase"	means a phase of the Development in accordance with the Planning Permission or plan submitted in accordance with condition 7 of the Planning Permission identifying the phases of the Development as may be agreed in writing with the Council and "Phased" shall be construed accordingly;
"Plan 1"	means the location plan 018-013-003 Rev P1 attached to this Deed;
"Plan 2"	means the plan 018-013-007 Rev P1 showing the School Land attached to this Deed;
"Planning Permission"	means the outline planning permission subject to conditions to be granted by the Council pursuant to the Application substantially as set out in the draft annexed to the Second Schedule;
"Reserved Matters Approval"	means the approval of those matters reserved by the Planning Permission;
"Section 73 Consent"	means a planning permission granted pursuant to Section 73 of the Act which varies and/or removes any condition(s) subject to which the Planning Permission and/or any subsequent Section 73 Consent was granted;
"Section 106 Officer"	means the officer so designated by the Council and any notice required to be served on the Section 106 Officer must be sent or delivered to the Council at the address aforesaid marked for the attention of the Section 106 Officer;
"Site"	means the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on Plan 1;
"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, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause or paragraph of or schedule 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 interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or Directive or deriving validity from it.
- 2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory function.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Any notices required to be given under the terms of this Deed may (in addition to any other valid method of service) be given or served by sending the same by recorded delivery post addressed to the party as set out below:
- (i) Council as given in this Deed; and
 - (ii) County Council as given in this Deed; and
 - (iii) Owner as given in this Deed;
- or any other address notified by one party to the other parties to this Deed.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 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 authority against the Owner and its successors in title.
- 3.3 Insofar as any of the covenants contained in this Deed are not planning obligations within section 106 of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

- 3.4 The covenants, restrictions and requirements contained in this Deed shall only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the Act.

4. CONDITIONALITY

- 4.1 Subject to clause 4.2, the obligations set out within this Deed are conditional upon:

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

- 4.2 The provisions set out in clauses 1, 2, 3, 4, 8, 9, 10, 14, 15, 16, 17, and paragraph 1 of the Fifth Schedule of this Deed shall take effect immediately upon completion of this Deed.

5. THE OWNER'S COVENANTS

- 5.1 The Owner hereby covenants with the Council as set out in the Third Schedule so as to bind the Site and each and every part thereof.
- 5.2 The Owner hereby covenants with the County Council as set out in the Fourth Schedule so as to bind the Site and each and every part thereof.
- 5.3 The Owner covenants and warrants to the Council and the County Council it is the freehold owner of the Site and has the capacity to enter into this Deed.

6. THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as set out in the Third and Fifth Schedule.

7. THE COUNTY COUNCIL COVENANTS

- 7.1 The County Council hereby covenants with the Owner as set out in the Fourth and Sixth Schedule.

8. MISCELLANEOUS

- 8.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.2 This Deed shall be registrable as a local land charge by the Council.
- 8.3 Where the agreement, approval, consent or expression of satisfaction is required by any party from any other party under the terms of this Deed, such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services (or the officer of the Council fulfilling such functions) or officer acting under his hand and given on behalf of the County Council by the Executive Director of Growth, Highways and Infrastructure and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 8.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.

- 8.5 Insofar as any clause or paragraph of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Deed.
- 8.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.7 Subject to paragraphs 7.10 and 7.13 of Part 2 of Schedule 3 in respect of First Homes, 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 interest in the Site or that part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.8 Subject to paragraph 2.6 (subject to paragraph 2.10) of Part 1 of the Third Schedule in relation to Affordable Dwellings and paragraphs 5 to 9 of Part 2 of the Third Schedule in relation to First Homes, this Deed shall not be enforceable against an individual purchaser or owner-occupier or tenant of a Dwelling constructed pursuant to the Planning Permission or any mortgagee or chargee of any individual purchaser, owner-occupier, or tenant of a Dwelling or any person deriving title from any such person.
- 8.9 Nothing in this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water sewerage telecommunications or highways in connection with the Development of the Site.
- 8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 8.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its function as a local authority.
- 8.12 The Owner covenants from the date that this Deed takes effect to allow the Council or the County Council and its respectively duly authorised officers or agents at all reasonable times on reasonable notice to enter into and upon the Site (save for any part in Occupation) for the purposes of monitoring compliance with the provisions of this Deed and in respect of the County Council this shall include entry to conduct any reasonably necessary surveys and inspections related to the School Land.
- 8.13 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council or the County Council.
- 8.14 The Owner covenants to pay the Council's and the County Council's reasonable legal costs incurred in the preparation and negotiation of this Deed on completion of this Deed.
- 8.15 The Owner covenants to pay the Council Monitoring Fee and the County Council Monitoring Fee on completion of this Deed.

8.16 Unless otherwise agreed between the Parties if a Section 73 Consent is granted by the Council in relation to the Development, then with effect from the date that each such Section 73 Consent is granted:

(a) the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent Section 73 Consents and the Site itself without any further act by the Parties;

(b) the definitions of Development, Application and Planning Permission in this Deed shall be constructed to include reference to any such applications under Section 73 of the Act, the Section 73 Consent granted pursuant to any such application and the development permitted by such Section 73 Consent.

PROVIDED THAT:

- (i) nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act;
- (ii) to the extent that any of the obligations in this Deed have already been discharged at the date that any Section 73 is granted they shall remain discharged for the purposes of the Section 73 Consent; and
- (iii) if the Council considers that the obligations contained in this Deed shall be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations.

9. WAIVER

No waiver (whether expressed or implied) by the Council or the County Council 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 or the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10. CHANGE IN OWNERSHIP

The Owner agrees with the Council and the County Council to give each of them independently written notice within fourteen days (14) of any change in ownership of any of its interests in the Site (save in respect of any individual Dwelling) occurring before all the obligations under this Deed have been discharged such notice quoting the Council's reference DC/20/5279/OUT giving 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 and the title number or numbers thereof.

11. INDEXATION

Any contribution referred to in the Third Schedule and the Fourth Schedule (unless the context reads otherwise) shall be increased in accordance with the following formula:

A = B x C/D where:

11.1 **A** is the contribution payable under this Deed;

11.2 **B** is the original contribution calculated as the contribution payable;

- 11.3 C is the index for the month two (2) months before the date on which the contribution is paid or falls due (whichever is the earlier);
- 11.4 D is the index for the month two (2) months before the date of this Deed; and
- 11.5 C/D is greater than one.

12. INTEREST

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

13. VAT

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

14. DISPUTE PROVISIONS

- 14.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall, if the dispute cannot be resolved amicably between the relevant parties within 20 Working Days of written notification of the said dispute, be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and fraud and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and fraud and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 14.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Working Days after the conclusion of any hearing that takes place or twenty Working Days after the last written representations.
- 14.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him, within ten Working Days of notification of his appointment, written submissions and supporting material and each party will be entitled to make a counter written submission within a further ten Working Days.
- 14.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment

of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

15. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

16. MORTGAGEE

16.1 The planning obligations and covenants contained in this Deed shall not be binding on or enforceable against any Mortgagee unless and until it takes possession of the Site, or that part of the Site over which it has a mortgage or charge in which case that Mortgagee will (in respect of the Site or the relevant part of the Site in which it has a mortgage or charge) be bound by the planning obligations as if it were a party deriving title from the Owner.

17. COUNTERPARTS

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

18. 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.

FIRST SCHEDULE

Details of the Owner's Title, and Description of the Site

The freehold land adjacent to Reeve Lodge, High Road, Trimley St Martin, Suffolk within registered title number SK218199 shown edged red for indicative purposes only on Plan 1 and known as the Site.

SECOND SCHEDULE
Details of the Application

Application Number	DC/20/5279/OUT
Application Type	Outline Application
Date Validated	29 December 2020
Location	Land Adjacent to Reeve Lodge High Road Trimley St Martin Suffolk
Proposal	Outline planning application with some matters reserved (access to be considered) for a phased scheme for the erection of up to 139 new homes (including provision of up to 46 affordable homes), land for a two-form entry primary school with pre-school, open space, SUDS, meadow and informal path on land south of Gun Lane, and all associated infrastructure provision.

Draft Planning Permission



Miss Diana Thomson
Savills
33 Margaret Street
London
W1G 0JD

Outline Planning Permission

Town And Country Planning Act 1990

The Town and Country Planning (Development Management Procedure) (England) Order 2015

Our reference DC/20/5279/OUT
Date valid 29 December 2020
Site Land Adjacent To Reeve Lodge, High Road, Trimley St Martin
Parish Trimley St Martin
Proposal Outline planning application with some matters reserved (access to be considered) for a phased scheme for the erection of up to 139 new homes (including provision of up to 46 affordable homes), land for a two-form entry primary school with pre-school, open space, SUDS, meadow and informal path on land south of Gun Lane, and all associated infrastructure provision.

East Suffolk Council hereby **grant outline permission** in accordance with the application, plans and particulars, subject to the submission of "reserved matters" and compliance with the following conditions as set out below. Your further attention is drawn to any informatives that may have been included.

In determining the application, the council has given due weight to all material planning considerations including policies within the development plan as follows:

National Planning Policy Framework 2021

SCLP5.8 - Housing Mix (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

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SCLP5.10 - Affordable Housing on Residential Developments (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP7.1 - Sustainable Transport (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP7.2 - Parking Proposals and Standards (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP8.2 - Open Space (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.2 - Sustainable Construction (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.5 - Flood Risk (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.6 - Sustainable Drainage Systems (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.7 - Holistic Water Management (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP10.1 - Biodiversity and Geodiversity (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP10.3 - Environmental Quality (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP10.4 - Landscape Character (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.1 - Design Quality (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.2 - Residential Amenity (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.3 - Historic Environment (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

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SCLP11.7 - Archaeology (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP12.6S - Land adjacent to Reeve Lodge, High Road, Trimley St Martin (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

Conditions:

1. Application for approval of the first reserved matters in accordance with the agreed phasing plan (Condition 7) shall be made to the local planning authority before the expiration of three years beginning from the date of this permission. Applications for approval of all remaining reserved matters shall be made to the local planning authority before the expiration of 10 years from the date of this permission.

The development hereby permitted shall take place not later than the expiration of two years from the date of approval of the last reserved matters to be approved.

Reason: To comply with the requirements of section 92 of the Town and Country Planning Act 1990 (as amended) and as provided for in the Town and Country Planning (Development Management Procedure) (England) Order 2015.

2. Prior to the commencement of each phase of development, as approved by Condition 7, details of the appearance, landscaping, layout and scale (herein called the "reserved matters") shall be submitted to and approved in writing by the local planning authority and shall thereafter be carried out as approved.

Reason: To comply with the requirements of section 91 and 92 of the Town and Country Planning Act 1990 (as amended) and as provided for in the Town and Country Planning (General Development Procedure Order (2010)).

4. No development shall take place until the internal road layout for accessibility to and within the whole site, for vehicles, cycles and pedestrians including the positioning and treatment of access and circulation routes, has been submitted to and approved in writing by the local planning authority. The development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that the development provides an adequate internal road layout for all users in the interests of highway safety and sustainable travel options.

5. Prior to the first application for approval of reserved matters, a comprehensive site-wide Design Brief for the site shall be submitted to and approved in writing by the local planning authority.

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This shall include a set of urban design principles, informed by the submitted indicative masterplan and its parameters, including:

- a.the principles for determining the design, form, heights and general arrangement of external architectural features of buildings;
- b. the principles of the hierarchy for roads, pedestrian and cycle routes and public spaces and arrangements for car parking;
- c.the principles for the design of the public amenity space and green infrastructure; and
- d. the principles for the design of sustainable drainage features. The

Design Brief shall include a two-dimensional layout drawing that shows:

- a.the broad arrangement of development blocks including indications of active frontages;
- b. density ranges;
- c.building height ranges;
- d. character areas;
- e.the location and general extent of public open space, including play areas;
- f. existing landscape features to be retained; and
- g.proposed site-wide landscaping, including structural planting; and
- h. the location and general extent of sustainable drainage features.

Thereafter, the submissions for the approval of the reserved matters shall accord with the approved Design Brief.

Reason: To secure a high-quality design and layout of the development.

5. Prior to the first application for approval of reserved matters, a comprehensive sitewide Design Brief for the site shall be submitted to and approved in writing by the local planning authority.

This shall include a set of urban design principles, informed by the submitted indicative masterplan and its parameters, including:

- a.the principles for determining the design, form, heights and general arrangement of external architectural features of buildings;
- b. the principles of the hierarchy for roads, pedestrian and cycle routes and public spaces and arrangements for car parking;
- c.the principles for the design of the public amenity space and green infrastructure; and
- d. the principles for the design of sustainable drainage features. The

Design Brief shall include a two-dimensional layout drawing that shows:

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- a.the broad arrangement of development blocks including indications of active frontages;
- b. density ranges;
- c.building height ranges;
- d. character areas;
- e.the location and general extent of public open space, including play areas;
- f. existing landscape features to be retained; and
- g.proposed site-wide landscaping, including structural planting; and
- h. the location and general extent of sustainable drainage features.

Thereafter, the submissions for the approval of the reserved matters shall accord with the approved Design Brief.

Reason: To secure a high-quality design and layout of the development.

6. Concurrent with the first reserved matters application, a Design Code for the selfbuild/custom-build plots shall be submitted to and approved in writing by the local planning authority. The Design Code shall explain its purpose, structure and status and set out the mandatory and discretionary elements where the Design Code will apply, who should use the Design Code, and how to use the Design Code.

It shall include a set of design principles as part of the wider design strategy, including but not limited to the following:

- o Site-wide vision: context with surrounding development
- o Self/custom-build character and delivery approach
- o Design guidance
- o Plot layout, form and orientation
- o Developable footprint
- o Building storeys and height
- o Materials palette
- o Boundary treatment
- o Landscaping
- o Plot passport example

All subsequent reserved matters applications in relation to the self /custom-build plots shall accord with the details of the approved design code and be accompanied by a statement which demonstrates compliance with the code.

Reason: To ensure high quality design and coordinated development in accordance with Policy SCLP11.1 (Design Quality) and to facilitate continuity through cumulative phases of development whilst allowing for a suitable degree of customisation in accordance with Policy SCLPS.9 (Self Build and Custom Build Housing) of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

7. Prior to commencement of development or concurrent with the submission of the first reserved matters application, a site-wide phasing plan shall be submitted to and approved by the local planning authority. Thereafter, the development shall be undertaken in accordance with the approved plan.

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Reason: To ensure that the works are completed in an appropriate order, and for the purposes of Community Infrastructure Levy (CIL) collection requirements.

8. Prior to commencement of development and concurrent with the submission of the Design Brief (Condition 5), a housing mix strategy shall be submitted to and approved in writing by the local planning authority, in order to demonstrate how the proposed development will deliver an appropriate mix of dwellings across the phases of development.

Reason: To ensure the development provides a mix of housing in accordance with policy SCLP5 8 (Housing Mix) of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

9. Prior to the commencement of development, a scheme for the provision of fire hydrants shall be submitted to and approved by the local planning authority. The approved scheme shall be implemented in its entirety prior to the occupation of the building. It shall thereafter be retained and maintained in its improved form.

Reason: In the interests of the safety of the future occupants of the hereby approved development.

10. No development shall take place until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the local planning authority. The scheme of investigation shall include an assessment of significance and research questions; and:

a. The programme and methodology of site investigation and recording.

b. The programme for post investigation assessment.

c. Provision to be made for analysis of the site investigation and recording.

d. Provision to be made for publication and dissemination of the analysis and records of the site investigation.

e. Provision to be made for archive deposition of the analysis and records of the site investigation.

f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.

g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the local planning authority.

Reason: To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Policy SCLP11.7 of East Suffolk Council - Suffolk Coastal Local Plan (2020) and the National Planning Policy Framework (2019).

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11. No building shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved in writing by the local planning authority, in accordance with the programme set out in the Written Scheme of Investigation approved under Condition 10 and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason: To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Policy SCLP11.7 of East Suffolk Council - Suffolk Coastal Local Plan (2020) and the National Planning Policy Framework (2021).

12. Prior to commencement of development, details of the estate roads and footpaths, (including layout, levels, gradients, surfacing, lighting [with reference to Condition 41], traffic calming and means of surface water drainage), shall be submitted to and approved in writing by the local planning authority. Thereafter, development shall be completed and thereafter maintained in accordance with the approved detail.

Reason: In the interests of highway safety to ensure that roads/footways are constructed to an acceptable standard.

13. Prior to commencement of development, an 'estate road phasing and completion plan' shall be submitted to and approved in writing by the local planning authority. The estate road phasing and completion plan shall set out the development phases and the standards of construction that the estate roads serving each phase of the development will be completed to and maintained at. Thereafter, development shall only take place in accordance with the approved estate road phasing and completion plan.

Reason: In the interests of highway safety, to ensure that the estate roads serving the development are completed and thereafter maintained during the construction phase to an acceptable standard.

14. Concurrent with each reserved matters application, details of the infrastructure to be provided for electric vehicle charging points (including domestic charging points, visitor charging points and school parking charging points) shall be submitted to and approved in writing by the local planning authority. The approved scheme shall be implemented prior to the use of each building and thereafter retained.

Reason: In the interests of sustainable travel provision and compliance with local plan sustainable transport policies, and to promote and facilitate the uptake of electric vehicles

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on the site in order to minimise emissions and enhance local air quality in line with the National Planning Policy Framework (2021).

15. Concurrent with each reserved matters application, full details of the number, size, layout, identification and location of car parking spaces, including parking spaces for people with disabilities, have been submitted to, and approved in writing by the local planning authority. These parking spaces shall be provided in accordance with the approved details prior to occupation or first use and thereafter retained for the sole use of parking for the development hereby approved.

Reason: To ensure adequate off-street parking provision at all times so that the development does not prejudice the free flow of traffic or the conditions of general safety along the adjacent highway, or the amenities and convenience of existing local residents, to comply with policy SCLP7.2 (Parking Proposals and Standards) of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

16. Concurrent with each reserved matters application, the areas to be provided for secure, covered, and lit (where required) cycle storage (including electric assisted cycles) shall be submitted to and approved in writing by the local planning authority. The approved scheme shall be implemented prior to the use of each building and thereafter retained.

Reason: To promote sustainable travel by ensuring the provision at an appropriate time and long-term maintenance of adequate on-site areas and infrastructure for the storage of cycles and charging of electrically assisted cycles in accordance with Suffolk Guidance for Parking (2019), to comply with policy SCLP7.2 (Parking Proposals and Standards) of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

17. Concurrent with the first reserved matters application, details of the proposed off-site highway improvements indicatively shown on drawing no. PL101 Rev A shall be submitted to and approved in writing by the local planning authority. Thereafter, the approved scheme shall be laid out and constructed under section 278 in its entirety prior to occupation.

Reason: To ensure that the necessary highway improvements are designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety and sustainable travel.

18. Concurrent with each reserved matters application, a plan indicating the positions and design of refuse and recycling bin storage areas and presentation spaces shall be submitted to and agreed in writing by the local planning authority. The bin storage areas and presentation spaces shall be provided prior to occupation/use of each respective building. The development shall be carried out in accordance with the approved details.

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Reason: In the interests of amenity and the appearance of the locality and to ensure that refuse and recycling bins presented for collection are not stored on the highway causing obstruction and dangers for other users.

19. Prior to the occupation of any dwelling or use of the primary school and early years provision, whichever is delivered sooner, the new access shall be laid out and completed in all respects in broad accordance with drawing no. PL101 Rev A. Thereafter, it shall be retained in its approved form.

Reason: To ensure the access is laid out and completed to an acceptable design in the interests of the safety of persons using the access and users of the highway.

20. Prior to the occupation of any dwelling or use of the primary school and early years provision, whichever is delivered sooner, details of the travel arrangements to and from the site for residents of the dwellings, in the form of a travel plan shall be submitted for the approval in writing by the local planning authority in consultation with the highway authority.

The travel plan should be based on the submitted Framework Travel Plan (ref. 1808054/TA/01, by Transport Planning Associated, dated December 2020), comments in the Suffolk County Council Highways response (dated 22nd January 2021) and current national Travel Plan guidance. It should also contain the following:

- o Baseline travel data based upon the information provided in the submitted Transport Assessment (ref. 1808-054/TA/01, by Transport Planning Associates, dated December 2020), with suitable measures, objectives and targets to reduce the vehicular trips made by residents across the whole development, with suitable remedial measures identified to be implemented if these objectives and targets are not met.
- o Appointment of a Travel Plan Coordinator to implement the travel plan in full and clearly identify their contact details in the travel plan.
- o A suitable approach to monitoring the vehicular trips generated by residents in accordance with the Suffolk Travel Plan Guidance.
- o A suitable approach to monitoring the travel plan annually on each anniversary of the approval of the full travel plan and provide the outcome in a revised travel plan, or as agreed with the local planning authority in consultation with the highway authority, to be submitted to and approved in writing by the local planning authority for a minimum of five years, or one year after the occupation of the 139th dwelling (whichever is the longest duration) using the same methodology as the baseline monitoring.

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- o A suitable marketing strategy to ensure that all residents on the site are engaged in the travel plan process.
- o An indicative travel plan budget that demonstrates that the travel plan will be suitably funded.
- o A copy of a resident's travel pack that includes a multi-modal voucher to incentivise residents to use sustainable travel in the local area.

No dwelling within the site shall be occupied until the travel plan has been agreed.

The approved travel plan measures shall be implemented in accordance with a timetable that shall be included in the travel plan and shall thereafter adhered to in accordance with the approved travel plan unless otherwise agreed in writing by the local planning authority in consultation with the highway authority.

Note: The travel plan and resident travel pack should be produced in accordance with Suffolk County Council's Travel Plan Guidance.

Reason: In the interest of sustainable development as set out in the National Planning Policy Framework (2021), and policy SCLP7.1 (Sustainable Transport) of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

21. Prior to the occupation of any dwelling or use of the primary school and early years provision, whichever is delivered sooner, the two closest local bus stops shall be improved to provide two 'real time passenger information system' (RTPi) screens details of which shall have previously been submitted to and approved in writing by the local planning authority.

Reason: To promote and facilitate access to sustainable transport modes and to provide safe and suitable access for all users in accordance with para. 110 and 112 of the National Planning Policy Framework (2021).

22. Concurrent with the first reserved matters application, a surface water drainage scheme shall be submitted to, and approved in writing by, the local planning authority. The scheme shall be in accordance with the approved Flood Risk Assessment (Flood Risk Assessment and Drainage Strategy* ref. 1808-54/FRA/01 E, by Transport Planning Associates, dated 17 December 2020) [Note: the drainage strategy aspect of this document has been superseded by Technical Note (ref. 1808-54/TN/03 E, by Transport Planning Associates, dated October 2021); Surface Water Drainage Strategy (ref. 1808- 54/TN/03 E, by Transport Planning Associates, dated October 2021); and Preliminary Drainage Strategy Layout (ref. 180854/SK100 Rev. Q, by Transport Planning Associates, received 19 November 2021)] and include:

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- a. Dimensioned plans and drawings of the surface water drainage scheme;
- b. Further infiltration testing on the site in accordance with BRE 365 and the use of infiltration as the means of drainage if the infiltration rates and groundwater levels show it to be possible;
- c. If the use of infiltration is not possible then modelling shall be submitted to demonstrate that the surface water runoff will be restricted to Q_{bar} or $2l/s/ha$ for all events up to the critical 1 in 100 year rainfall events including climate change as specified in the FRA;
- d. Modelling of the surface water drainage scheme to show that the attenuation/infiltration features will contain the 1 in 100 year rainfall event including climate change;
- e. Modelling of the surface water conveyance network in the 1 in 30 year rainfall event to show no above ground flooding, and modelling of the volumes of any above ground flooding from the pipe network in a 1 in 100 year rainfall event including climate change, along with topographic plans showing where the water will flow and be stored to ensure no flooding of buildings or offsite flows;
- f. Topographical plans depicting all exceedance flow paths and demonstration that the flows would not flood buildings or flow offsite, and if they are to be directed to the surface water drainage system then the potential additional rates and volumes of surface water must be included within the modelling of the surface water system;
- g. Details of the maintenance and management of the surface water drainage scheme shall be submitted to and approved in writing by the local planning authority.
- h. Details of a construction surface water management plan detailing how surface water and storm water will be managed on the site during construction (including demolition and site clearance operations) is submitted to and agreed in writing by the local planning authority. The construction surface water management plan shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction. The approved construction surface water management plan and shall include: Method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include:-
- i. Temporary drainage systems
ii. Measures for managing pollution/ water quality and protecting controlled waters and watercourses
iii. Measures for managing any on or offsite flood risk associated with construction. The scheme shall be fully implemented as approved.

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Reasons: To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site for the lifetime of the development; to ensure the development does not cause increased flood risk, or pollution of watercourses or groundwater; and to ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.

23. Within 28 days of practical completion of the last dwelling or unit, a Sustainable Drainage System (SuDS) Verification Report shall be submitted to the local planning authority, detailing that the SuDS have been inspected, have been built and function in accordance with the approved designs and drawings. The report shall include details of all SuDS components and piped networks have been submitted, in an approved form, to and approved in writing by the local planning authority for inclusion on the Lead Local Flood Authority's (LLFA) Flood Risk Asset Register.

Reason: To ensure that the surface water drainage system has been built in accordance with the approved drawings and is fit to be put into operation and to ensure that the sustainable drainage system has been implemented as permitted and that all flood risk assets and their owners are recorded onto the LLFA's statutory flood risk asset register as required under s21 of the Flood and Water Management Act 2010 in order to enable the proper management of flood risk within the county of Suffolk. <https://www.suffolk.gov.uk/roads-andtransport/flooding-and-drainage/flood-risk-asset-register/>

24. Concurrent with each reserved matters application, a detailed sustainability and energy statement shall be submitted to and approved in writing by the local planning authority. The statement shall detail how the development hereby permitted achieves best practice sustainability standards with regard to water, materials, energy, ecology and adaptation to climate change. Thereafter, the development shall be undertaken in accordance with the approved statement, unless otherwise approved in writing by the local planning authority.

Reason: To ensure a sustainable standard of design interest of addressing climate change to secure sustainable development in accordance with Policy SCLP9.2 of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

25. Concurrent with the submission of the reserved matters application(s) for the primary school and early years provision, a British Research Establishment Environmental Assessment Method (BREEAM) new-build design stage interim rating and certificate of assessment demonstrating the building(s) will achieve at least the 'Very Good' standard or equivalent, shall be submitted to and approved by the local planning authority, unless otherwise agreed in writing.

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Reason: To ensure a sustainable standard of design interest of addressing climate change to secure sustainable development in accordance with Policy SCLP9.2 of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

26. Prior to first occupation/use of each phase of development, details of all measures that have been completed as stated in the sustainability and energy statement (approved under Condition 24), shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure the finished development implements the approved sustainable measures to comply with Policy SCLP9.2 of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

27. Prior to first occupation/use of each phase of development, evidence of energy performance and water efficiency standards shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure that the finished dwelling(s) comply with Policy SCLP9.2 of the East Suffolk Council - Suffolk Coastal Local Plan (2020) and to ensure Building Control Officers and Independent Building Inspectors are aware of the water efficiency standard for the dwelling(s).

28. The hereby approved development shall include a provision for 50% of all dwellings to meet the requirements of M4(2) (or M4(3)) of the Building Regulations. Concurrent with each reserved matters application, details shall be provided specifying which dwelling(s) are M4(2) (or M4(3)) compliant and thereafter constructed in accordance with regulation requirements.

Reason: To ensure the development provides accessible and adaptable dwellings in accordance with Policy SCLPS.8 of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

29. Prior to commencement of development (including any demolition, earthworks or vegetation clearance), an updated Arboricultural Impact Assessment & Method Statement (including a Tree Protection Plan) shall be submitted to and approved by the local planning authority. Thereafter the development shall be undertaken in accordance with the approved documents.

Reason: To safeguard the contribution to the character of the locality provided by the trees and hedgerow.

30. Development must be undertaken in accordance with the landscape objectives and recommendation measures identified within the Landscape and Visual Impact Assessment

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(by Liz Lake Associates, dated December 2020) as submitted with the planning application and agreed in principle with the local planning authority prior to determination.

Reason: To ensure the submission and implementation of a well-laid out scheme of landscaping in the interest of visual amenity.

31. None of the existing trees or hedges shall be lopped, topped, pruned, uprooted, felled, wilfully damaged or in any other way destroyed or removed unless otherwise stated in the Arboricultural Impact Assessment & Method Statement (including a Tree Protection Plan) approved under Condition 29, or without the prior written consent of the local planning authority.

Reason: To safeguard the contribution to the character of the locality provided by the trees and hedgerow.

32. Concurrent with each reserved matters application, a detailed landscaping scheme shall be submitted to and approved in writing by the local planning authority, in accordance with design principles approved under Conditions 2 and 5. The scheme shall include but is not limited to the following:

- o precise details of planting, trees and hedges;
- o written specifications (including cultivation and other operations associated with plant and grass establishment);
- o schedules of plants noting species, plant supply sizes and proposed numbers/densities where appropriate;
- o boundary treatments;
- o precise details of play equipment;
- o precise details of street furniture (including waste bins and seating);
- o precise hard landscaping and surface materials; and
- o operations as appropriate.

Reason: To ensure that there is a well laid out landscaping scheme in the interest of visual amenity.

33. The approved landscaping scheme (as approved by Condition 32) shall be implemented not later than the first planting season following commencement of the development (or within such extended period as the local planning authority may allow) and shall thereafter be retained and maintained for a period of five years. Any plant material removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season and shall be retained and maintained.

Reason: To ensure the submission and implementation of a well-laid out scheme of landscaping in the interest of visual amenity.

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34. Prior to commencement of development, a landscape management plan for landscaped areas (other than small, privately owned, domestic gardens) shall be submitted to and approved in writing by the local planning authority. The maintenance plan should include:

- o Long term design objectives
- o Management responsibilities (including a plan of defining managed areas)
- o Schedule of maintenance for a period of 20 years
- o Details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured
- o Details of the body or organisation responsible for its implementation

The plan will be implemented, managed and maintained in accordance with the approved details.

Reason: To ensure the public open spaces and landscaping areas are properly maintained in the interest of visual amenity.

35. Concurrent with the first reserved matters application, a site-wide Landscape and Ecological Management Plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority.

The content of the LEMP shall include the following:

- a. Description and evaluation of features to be managed.
- b. Ecological trends and constraints on site that might influence management.
- c. Aims and objectives of management.
- d. Appropriate management options for achieving aims and objectives.
- e. Prescriptions for management actions.
- f. Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g. Details of the body or organisation responsible for implementation of the plan.
- h. Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the longterm implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

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Reason: To ensure that the long-term ecological value of the site is maintained and enhanced.

36. Development must be undertaken in accordance with the ecological avoidance, mitigation, compensation and enhancement measures identified within the Ecological Assessment (Hopkins Ecology, December 2020) and the Skylark Survey 2021 (Hopkins Ecology, August 2021) as submitted with the planning application and agreed in principle with the local planning authority prior to determination.

Reason: To ensure that ecological receptors are adequately protected and enhanced as part of the development.

37. No removal of hedgerows, trees or shrubs shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the local planning authority.

Reason: To ensure that nesting birds are protected.

38. Concurrent with the first reserved matters application, a site-wide Ecological Enhancement Strategy, demonstrating how biodiversity net gain and other species-specific ecological enhancements will be achieved on site, shall be submitted to and approved in writing by the local planning authority. Thereafter, ecological enhancement measures will be delivered and retained in accordance with the approved strategy.

Reason: To ensure that the development delivers ecological enhancements in accordance with para. 74 of the National Planning Policy Framework (2021) and policy SCLP10.1 of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

39. Concurrent with the first reserved matters application, details of the site-wide mitigation measures identified by the Habitats Regulations Assessment process shall be submitted to and approved in writing by local planning authority. These shall include details of onsite public open space and walking route provision, connections to adjacent public rights of way, provision of dog waste bins and provision of signage and leaflets identifying walking routes away from European designated sites. Thereafter, all identified measures shall be implemented in accordance with the approved details.

Reason: To ensure that the measures necessary to mitigate recreational disturbance impacts on European designated sites are delivered.

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40. If any phase of the development hereby approved does not commence (or, having commenced, is suspended for more than 12 months) within three years from the date of the submitted Ecological Assessment (Hopkins Ecology, December 2020), the approved ecological measures shall be reviewed and, where necessary, amended and updated. The

review shall be informed by further ecological surveys commissioned to i) establish if there have been any changes in the presence and/or abundance of protected and/or UK Priority species present on the site and ii) identify any likely new ecological impacts that might arise from any changes.

Where the survey results indicate that changes have occurred that will result in ecological impacts not previously addressed in the approved scheme, the original approved ecological measures will be revised and new or amended measures, and a timetable for their implementation, will be submitted to and approved in writing by the local planning authority prior to the commencement of development. Works will then be carried out in accordance with the proposed new approved ecological measures and timetable.

Reason: To ensure that ecological receptors are adequately protected as part of the development.

41. Prior to commencement of each phase of development, a lighting strategy shall be submitted to and approved in writing by the local planning authority. The strategy shall include details of external lighting to be installed on the site, including the design and specification of the lighting unit(s), any supporting structure(s), the extent of the area to be illuminated, and how the impact on ecology and residential amenity has been considered. The external lighting shall be installed and maintained in accordance with the approved lighting strategy and no additional lighting shall be installed without the prior agreement of the local planning authority.

Reason: To ensure that impacts on ecological receptors from external lighting are prevented and protect the amenity of the surrounding area.

42. No development (including any construction, demolition, site clearance or removal of underground tanks and relic structures) approved by this planning permission, shall take place until a site investigation consisting of the following components has been submitted to, and approved in writing by, the local planning authority:

Phase 2 intrusive investigation(s), to include:

- the locations and nature of sampling points (including logs with descriptions of the materials encountered) and justification for the sampling strategy;
- an explanation and justification for the analytical strategy;

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- a revised conceptual site model; and
- a revised assessment of the risks posed from contamination at the site to relevant receptors, including: human health, ground waters, surface waters, ecological systems and property (both existing and proposed).

All site investigations must be undertaken by a competent person and conform with current guidance and best practice, including: BS 10175:2011+A1:2013 and CLR11.

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

43. No development (including any construction, demolition, site clearance or removal of underground tanks and relic structures) approved by this planning permission, shall take place until a detailed Remediation Method Statement (RMS) has been submitted to, and approved in writing by, the local planning authority. The RMS must include but is not limited to:

- details of all works to be undertaken including proposed methodologies, drawings and plans, materials, specifications and site management procedures;
- an explanation, including justification, for the selection of the proposed remediation methodology(ies);
- proposed remediation objectives and remediation criteria; and
- proposals for validating the remediation and, where appropriate, for future maintenance and monitoring.

The RMS must be prepared by a competent person and conform to current guidance and best practice, including CLR11.

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

44. Prior to any occupation or use of the approved development the RMS approved under Condition 43 must be completed in its entirety. The local planning authority must be given two weeks written notification prior to the commencement of the remedial works.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and

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ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

45. Prior to occupation or use of the approved development, a validation report must be submitted to and approved in writing by the local planning authority. The validation report must include, but is not limited to:

- results of sampling and monitoring carried out to demonstrate that the site remediation criteria have been met;
- evidence that any RMS approved in pursuance of conditions appended to this consent has been carried out competently, effectively and in its entirety; and
- evidence that remediation has been effective and that, as a minimum, the site will not qualify as contaminated land as defined by Part 2A of the Environmental Protection Act 1990.

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

46. In the event that contamination which has not already been identified is found or suspected on the site it must be reported in writing immediately to the local planning authority. No further development (including any construction, demolition, site clearance, removal of underground tanks and relic structures) shall take place until this condition has been complied with in its entirety.

An investigation and risk assessment must be completed in accordance with a scheme which is subject to the approval in writing of the local planning authority. The investigation and risk assessment must be undertaken by competent persons and conform with prevailing guidance (including BS 10175:2011+A1:2013 and CLR11) and a written report of the findings must be produced. The written report is subject to the approval in writing of the local planning authority.

Where remediation is necessary a detailed remediation method statement (RMS) must be prepared and is subject to the approval in writing of the local planning authority. The RMS must include detailed methodologies for all works to be undertaken, site management procedures, proposed remediation objectives and remediation criteria. The approved RMS must be carried out in its entirety and the local planning authority must be given two weeks written notification prior to the commencement of the remedial works.

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Following completion of the approved remediation scheme a validation report that demonstrates the effectiveness of the remediation must be submitted to and approved in writing by the local planning authority.

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

47. Prior to commencement of development or concurrent with the first reserved matters application, an updated noise assessment shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure the noise climate is considered during the site design and layout stages, in the interest of residential amenity, in accordance with policy SCLP11.2 (Residential Amenity) of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

48. Prior to the commencement of development (including any site clearance or other operations), a minerals management plan shall be submitted to and approved by the local planning authority, in consultation with the mineral planning authority. The approved plan shall be implemented in its entirety and shall thereafter be retained and maintained in its improved form.

Reason: In the interests of assessing the quality and quantity of sand and gravel resources on site in order to determine whether on-site resources should be used on-site during development, in accordance with policy SCLP12.65 of the East Suffolk Council - Suffolk Coastal Local Plan (2020).

49. Prior to commencement of development (including any demolition, ground works, site clearance or other operational works), a construction management plan shall be submitted to and approved in writing by the local planning authority.

It shall include the mitigation measures outlined in the submitted Air Quality Assessment (ref. 3965r2, by Redmore Environmental, dated 16 December 2020) as well as the following detail:

- a. parking and turning areas for vehicles of site personnel, operatives and visitors;
- b. provision of public car parking during construction;
- c. loading and unloading of plant and materials;
- d. piling techniques (if applicable);
- e. storage of plant and materials;
- f. provision and use of wheel washing facilities;

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- g. programme of site and all associated works such as utilities including details of traffic management necessary to undertake these works; h. site working and delivery times;
- i. a communications plan to inform local residents of the program of works;
- j. provision of boundary hoarding and lighting;
- k. details of proposed means of dust suppression;
- l. details of measures to prevent mud from vehicles leaving the site during construction;
- m. haul routes for construction traffic on the highway network;
- n. monitoring and review mechanisms;
- o. details of deliveries times to the site during construction phase;
- p. details of the measures to protect footpaths/cycleways from motorised vehicles accessing them;
- q. control of dust during construction (as per recommendations within the Air Quality Assessment);
- r. details of deliveries times to the site during construction phase; and
- s. HGV delivery management plan.

Thereafter, the approved construction management plan shall be adhered to throughout the construction of the development.

Reason: In the interest of highway safety to avoid the hazard caused by mud on the highway, to ensure minimal adverse impact on the public highway during the construction phase, and to reduce the potential impacts of noise pollution and additional vehicular movements in this area during the construction phase of the development.

50. All noisy construction activities (i.e., those audible beyond the site boundary) should be restricted to the following hours to minimise the potential for nuisance:

o Monday- Friday: 7.30- 18.00; o Saturday:
8:00- 13.00; and o Sundays/Bank Holidays:
No noisy working.

These restrictions also apply to deliveries/collections from site.

Reason: In the interests of amenity and the protection of the local environment.

51. Concurrent with each reserved matters application, details of all walls (including retaining walls), fences, gates or other means of enclosure to be erected in or around the development have been submitted to, and approved in writing by, the local planning authority. Thereafter, no occupation or use of the development shall take place until the

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walls (including retaining walls), fences, gates or other means of enclosure shall be erected as approved and shall thereafter be permanently retained and maintained.

Reason: To ensure that the finished appearance of the development will enhance the character and visual amenities of the area, and to satisfactorily protect the residential amenities of nearby/future occupiers.

52. The hereby approved development shall be served by the most viable high-speed broadband connection.

Reason: To ensure that all new housing in the district is served superfast broadband, in accordance with policy SCLP3.5 (Infrastructure Provision) of East Suffolk Council - Suffolk Coastal Local Plan (2020).

53. Notwithstanding the provisions of The Town and Country Planning (General Permitted Development) (England) Order 2015 or any Order revoking or re-enacting the said Order, no development of any kind specified in Classes A; AA; B; C; D; and Class E of Part 1 of Schedule 2, and Classes A and C of Part 2 of Schedule 2 of the said Order shall be carried out unless otherwise agreed with the local planning authority.

Reason: To ensure the satisfactory appearance of the site as a whole and in order to protect the residential amenity of residents.

Informatives:

1. The local planning authority has assessed the proposal against all material considerations including planning policies and any comments that may have been received. The planning application has been approved in accordance with the objectives of the National Planning Policy Framework and local plan to promote the delivery of sustainable development and to approach decision taking in a positive way.
2. Nesting birds are protected by the Wildlife and Countryside Act 1981. It is therefore recommended that any works take place outside the nesting season. A check of any buildings and vegetation for nesting birds should be undertaken prior to work commencing. If birds are encountered advice should be sought from a suitably qualified ecologist on how best to proceed.
3. The applicant is advised that the proposed development will require approval under Building Regulations. Any amendments to the hereby permitted scheme that may be necessary to comply with Building Regulations must also be approved by the local planning authority to ensure that any planning implications arising from those amendments may be properly considered.

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4. The applicant is advised that the granting of planning permission for the hereby approved development does not override any other legislation, private access rights or land ownership issues which may exist. The onus rests with the owner of the property to ensure they comply with all the necessary legislation (e.g., building regulations and acts relating to environmental protection) and it is the applicants/developers responsibility to ensure compliance with all the necessary legislative requirements, with all necessary consents/permits obtained.
5. The applicant is advised that the proposed development is likely to require the naming of new street(s) and numbering of new properties within those streets. Please contact East Suffolk Council on 01394 444261 for more information on the street naming and numbering procedure.
6. This consent is the subject of a Section 106 legal agreement which must be adhered to.
7. This planning permission contains condition precedent matters that must be discharged before the development approved is commenced, or any activities that are directly associated with it. If development commences without compliance with the relevant conditions(s) planning permission cannot be implemented and will be deemed unauthorised. An application under Section 73 of the Town & Country Planning Act 1990 will be required to amend the relevant condition(s) before development continues.
8. The proposed development referred to in this planning permission may be chargeable development liable to pay Community Infrastructure Levy (CIL) under Part 11 of the Planning Act 2008 (as amended) and The Community Infrastructure Levy Regulations 2010 (as amended). Please note: the Council will issue a Liability Notice for the development once liability has been assumed. Liability must be assumed prior to the commencement of development. Failure to comply with the correct process as detailed in the regulations may result in surcharges and enforcement action and the liable party will lose the right to pay by instalments. Full details of the process for the payment of CIL can be found at www.eastsuffolk.gov.uk/planning/community-infrastructure-levy
9. It is an OFFENCE to carry out works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority. Any conditions which involve work within the limits of the public highway do not give the applicant permission to carry them out. Unless otherwise agreed in writing all works within the public highway shall be carried out by the County Council or its agents at the applicant's expense. The County Council must be contacted on Tel: 0345 606 6171. For further information go to: <https://www.suffolk.gov.uk/roads-and-transport/parking/apply-and-pay-for-a-droppedkerb/> or: <https://www.suffolk.gov.uk/planning-waste-and-environment/planning-anddevelopment-advice/application-for-works-licence/> County Council drawings DM01 -

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DM14 are available from: <https://www.suffolk.gov.uk/planning-waste-and-environment/planningand-development-advice/standarddrawings/>

A fee is payable to the Highway Authority for the assessment and inspection of both new vehicular crossing access works and improvements deemed necessary to existing vehicular crossings due to proposed development.

10. It is an OFFENCE to carry out works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority. The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification. The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing. For further information please visit: <https://www.suffolk.gov.uk/planningwaste-and-environment/planning-and-development-advice/application-for-works-licence/>
11. The local planning authority recommends that developers of housing estates should enter into formal agreements with the Highway Authority under Section 38 of the Highways Act 1980 in the interests of securing the satisfactory delivery, and long-term maintenance, of the new streets. For further information please visit: <https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/application-for-works-licence/> Please note that this development may be subject to the Advance Payment Code and the addition of non-statutory undertakers plant may render the land unadoptable by SCC Highways for example flogas and LPG.
12. Acceptance of the road layout by the highway authority during the planning process does not guarantee meeting the Section 38 of the Highways Act 1980 adoption criteria. It is recommended that the applicant refers to the current adoption criteria; <https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-developmentadvice/>
13. Any works to a watercourse may require consent under section 23 of the Land Drainage Act 1991.
14. Any discharge to a watercourse or groundwater needs to comply with the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017.

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15. Any discharge of surface water to a watercourse that drains into an Internal Drainage Board district catchment may be subject to payment of a surface water developer contribution.
16. Any works to lay new surface water drainage pipes underneath the public highway will need a licence under section 50 of the New Roads and Street Works Act.
17. Any works to a main river may require an environmental permit.
18. The submitted scheme of archaeological investigation shall be in accordance with a brief procured beforehand by the developer from Suffolk County Council Archaeological Service, Conservation Team.
19. Suffolk Fire and Rescue Service recommends that proper consideration be given to the potential life safety, economic, environmental and social benefits derived from the provision of an automatic fire sprinkler system. (Please see sprinkler information enclosed with the consultation response). Consultation should be made with the Water Authorities to determine flow rates in all cases. Should you need any further advice or information on access and fire fighting facilities, you are advised to contact your local Building Control or appointed Approved Inspector in the first instance. For further advice and information regarding water supplies, please contact the Water Officer at the above headquarters.
20. Access to buildings for fire appliances and firefighters must meet with the requirements specified in Building Regulations Approved Document B, (Fire Safety), 2019 Edition, Volume 1-Part B5, Section 11 dwelling houses, and, similarly, Volume 2, Part B5, Sections 16 and 17 in the case of buildings other than dwelling houses. These requirements may be satisfied with other equivalent standards relating to access for fire fighting, in which case those standards should be quoted in correspondence. Suffolk Fire and Rescue Service also requires a minimum carrying capacity for hard standing for pumping/high reach appliances of 15/26 tonnes, not 12.5 tonnes as detailed in the Building Regulations 2000 Approved Document B, 2019 Edition.
21. Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087.
22. Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087.
23. Protection of existing assets - A public sewer is shown on record plans within the land identified for the proposed development. It appears that development proposals will affect existing public sewers. It is recommended that the applicant contacts Anglian Water

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Development Services Team for further advice on this matter. Building over existing public sewers will not be permitted (without agreement) from Anglian Water.

24. Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087.
25. The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements.

Yours sincerely,



Philip Ridley BSc (Hons) MRTPI | Head of Planning & Coastal Management
East Suffolk Council

Date:

Please note the content of the following pages in respect of the community infrastructure levy which may affect your development, Building Regulations and appeals against decisions.

Community Infrastructure Levy

East Suffolk Council is a Community Infrastructure Levy (CIL) Charging Authority.

The proposed development referred to in this planning permission may be chargeable development liable to pay Community Infrastructure Levy (CIL) under Part 11 of the Planning Act 2008 and the CIL Regulations 2010 (as amended). For more information and CIL forms please see:

[About the Community Infrastructure Levy | Community Infrastructure Levy | Planning Portal](#)

[Community Infrastructure Levy \(CIL\) » East Suffolk Council](#)

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If your development is for the erection of a new building, annex or extension or the change of use of a building over 100sqm in internal area or the creation of a new dwelling, holiday let of any size or convenience retail, your development may be liable to pay CIL and you must submit a CIL Form 2 (Assumption of Liability) and CIL Form 1 (CIL Questions) form as soon as possible to CIL@east.suffolk.gov.uk

A CIL commencement Notice (CIL Form 6) must be submitted at least 24 hours prior to the commencement date. The consequences of not submitting CIL Forms can result in the loss of payment by instalments, surcharges and other CIL enforcement action.

Building Regulations

Most work, including change of use, has to comply with Building Regulations. Have you made an application or given notice before work is commenced?

Appeals to the Secretary of State

Notification to be sent to an applicant when a local planning authority refuse planning permission or grant it subject to conditions

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under:
Planning applications: Section 78 Town & Country Planning Act 1990.
Listed Building applications: Section 20 Planning (Listed Buildings and Conservation Areas) Act 1990.
Advertisement applications: Section 78, Town and Country Planning Act 1990 Regulation 15, Town & Country Planning (Control of Advertisements) Regulations 2007.
- Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice.
- If an enforcement notice has been/is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.
- Appeals can be made online at:

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<https://www.gov.uk/appeal-planning-decision> (Full planning application)

<https://www.gov.uk/appeal-householder-planning-decision> (Householder)

<https://www.gov.uk/planning-inspectorate> (All other)

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

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Third Schedule
The Owner Covenants with the Council

1. DEFINITIONS

1.1 In this Schedule, the following words and expressions below shall mean as follows:

"Additional First Homes Contribution"

means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraph 3, or 7.8 and 7.9 of this Schedule, the lower of the following two amounts:

- (a) 30% of the proceeds of sale, and
- (b) the proceeds of sale less the amount due and outstanding to any mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

"Affordable Dwellings"

means 1 in 3 of the Dwellings to be made available as Affordable Housing comprising of (such percentages to be rounded up or down to the nearest whole Dwelling).

- i). 50% Affordable Dwellings for Rent; and
- ii). 25% Shared Ownership Dwellings

which are to be transferred to the Registered Provider for housing persons whose needs are not met by the market, and;

- iii). 25% First Homes

which are to be sold directly to First Time Buyers in accordance with the provisions of this Schedule;

as set out in the Affordable Housing Table with the exact number, location, tenure and mix of Affordable Dwellings for a Phase to be set out in the Affordable Housing Scheme for that Phase;

"Affordable Dwellings for Rent"

means Affordable Dwellings let at a monthly or weekly rental figure that does not exceed 80% of the market rent inclusive of service charges or the local housing allowance rate or at such other rent as may be agreed in writing by the Council with rent increases during the term of any individual tenancy being limited to increases in the Consumer Prices Index from the date of this Deed plus 1% or any subsequent limit placed upon Registered Providers by Homes England or Central Government;

"Affordable Housing"

means housing that will be available to Eligible Persons and as defined in Annex 2 of the National Planning Policy Framework (2021) (as amended and which for the avoidance of doubt shall include First Homes) whose needs are not met by the market and eligibility is determined with regard to local incomes and local house prices (unless otherwise agreed in writing with the Council);

"Affordable Housing Contribution"

means a proportionate sum (Index Linked) calculated in accordance with the Affordable Housing Commuted Payment Schedule appended to this Deed at Appendix 3 as a contribution in lieu of the full policy requirement for onsite Affordable Housing to be used towards the provision of Affordable Housing through the acquisition of land or the construction or development of new properties or the purchase or refurbishment of existing market properties in East Suffolk;

"Affordable Housing Scheme"

means a scheme for securing the Affordable Housing on a Phase and specifying:

- (i) the timescale and program for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;
- (ii) full details of the design of the Affordable Dwellings (to the extent those details do not form part of a Reserved Matters Approval);
- (iii) the number, location, tenure, plot numbers and house types for the Affordable Dwellings (to the extent those details do not form part of a Reserved Matters Approval);
- (iv) full details of the Affordable Housing mix if differing from that set out in the Affordable Housing Table (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council);
- (v) the identity and registration number of the Registered Provider (if known) PROVIDED ALWAYS that the details of the Registered Provider shall be for information only and shall not be for approval unless the identity of the RP is a body falling within limb (c) of the definition of "Registered Provider";
- (vi) any such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme;

"Affordable Housing Table"

means the table at paragraph 2.12 indicating the tenure types of the Affordable Housing unless otherwise agreed in writing with the Council;

"Affordable Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire an Affordable Dwelling including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home
"Allocation Policy"	means the policy and procedure adopted by the Council to determine the eligibility and priority for allocation of the Affordable Dwellings;
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;
"Chargee"	means any mortgagee or chargee of the Registered Provider of the Affordable Dwellings (or any number of them) and any receiver (including an administrative receiver) and manager 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;
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 7.2 applies the Eligibility Criteria (Local);
"Discount Market Price"	means a sum which is the Market Value of a First Home discounted by at least 30%

"Disposal"

means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

- (a) a letting or sub-letting in accordance with paragraphs 5, 6, 7, 8 and 9 of this Third Schedule
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; or
- (c) an Exempt Disposal;

and "Disposed" and "Disposing" shall be construed accordingly

"Eligibility Criteria (Local)"

means local criteria met in respect of a purchase of a First Home if:

- (a) the purchaser meets the criteria in the Local Connections Cascade (or in the case of a joint purchase at least one of the joint purchasers meets the criteria in the Local Connections Cascade); and
- (b) the purchaser meets any further local criteria in effect at the date of the relevant disposal of a First Home

it being acknowledged that at the date of this Deed the Council has only prescribed Eligibility Criteria (Local) in respect of (a);

"Eligibility Criteria (National)"

means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed £80,000 or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at

the time of the relevant disposal of the First Home;

"Eligible Person"

means a person or persons on the housing register maintained by the Council or who is otherwise approved by the Council as being in need of separate or alternative accommodation and unable to buy housing generally available on the open market;

"Exempt Disposal"

means the Disposal of a First Home in one of the following circumstances:

(a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner

(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner

(c) a Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order

(d) a Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 9 shall apply to such sale)

Provided that in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraphs 5 and 6, 7, 8 and 9;

"First Home"

means 25% (twenty five percent) of the Affordable Housing which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first disposal does not exceed the Price Cap;

"First Homes Owner"

means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) the Owner; or
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home, or
- (c) a tenant or sub-tenant of a permitted letting under paragraph 8 of Part 2 of the Third Schedule;

"First Time Buyer"

means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

"Habitat Mitigation Contribution"

means a contribution of £121.89 (one hundred and twenty one pounds and eighty nine pence) per Dwelling (up to a maximum total of £16,942.71 (Sixteen thousand and nine hundred and forty two pounds and seventy one pence)) Index Linked payable to the Council on a phased basis in accordance with this Third Schedule towards the cost of mitigating the impact of additional visitors upon European Protected Sites as a result of the Development pursuant to the Councils Local Plan Policy and the Appropriate Assessments of the Local Plans and the Recreational Disturbance Avoidance and Mitigation Strategy Supplementary Planning Document;

"Homes England"

means the non-departmental public body responsible for creating thriving communities and affordable homes in England and which is the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body that may replace it in either function;

"Local Connections Cascade"

means the local connections criteria to be applied to each and every let or sale of an

Affordable Dwelling as set out in paragraph 4 of this Third Schedule;

"Management Company"

means a company or body who will take over responsibility for the future maintenance of the Open Amenity Space and which definition may include a Parish Council, a Residents Association established for this purpose or a Private Limited Company;

"Market Housing Units"

means any Dwelling which is general market housing for sale on the open market and which is not an Affordable Dwelling or a Self/Custom Build Dwelling;

"Market Value"

means the open market value as assessed by a Valuer of a Dwelling and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account any discount pursuant to this Schedule in the valuation;

"Marketed Appropriately"

means marketing the Self/Custom Build Plots in accordance with the agreed Self/Custom Build Marketing Strategy for the Marketing Period, the Self/Custom Build Plots have been fully serviced, have defined boundaries; and are available for immediate purchase;

"Marketing Period"

means a period of not less than 12 months from the date the plots are made available for development with all services and vehicular access provided to base course level;

"Nomination Agreement"

means an agreement in a form provided by the Council entered into by the Council and the Registered Provider in respect of rights for the Council to nominate Eligible Persons for the Affordable Dwellings for Rent in accordance with the Allocation Policy a draft of which is appended to this Deed at Appendix 2;

"Open Amenity Space "

means the areas of open amenity space and onsite playing areas (to be determined

based on the number of Dwellings to be constructed on the Site) within the Development to be provided for the benefit of members of the public;

"Open Amenity Space Specification"

means a scheme showing:

- (a) full details of the amount of Open Amenity Space
- (b) the extent, location and boundaries of the Open Amenity Space
- (c) details of the design and layout of the Open Amenity Space including all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications
- (d) details of the ongoing management and maintenance of the Open Amenity Space;
- (e) a timetable for the laying out and provision of the Open Amenity Space in accordance with any approved phasing plan submitted as part of the Reserved Matters Approval;

"Plot Passport"

means a document that provides information for potential plot purchasers regarding the delivery of a Self/Custom Build Dwelling on the Self/Custom Build Plot, and shall include: the plot location, plot size and shape, any design and development parameters established in a Self/Custom Build Design Code, likely ground conditions, location of servicing connection, Community Infrastructure Levy exemption (if relevant), and plot price;

"Practical Completion"

means the stage reached when the construction of a Dwelling is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied;

"Price Cap"

means the amount for which the First Home is sold after the application of the Discount Market Price which on its first disposal shall not exceed two hundred and fifty thousand pounds (£250,000) or such other amount as may be set locally or published from time to time by the Secretary of State;

"Protected Person"

means any person who:

a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling;

b) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling;

c) a 100% Staircaser;

d) any successor in title to a mortgagee or chargee of the persons named in a) – c) above;

e) any mortgagee of a Shared Ownership Dwelling lawfully exercising the mortgagee protection provisions within that Shared Ownership Lease;

"Qualifying Person"

means a person or persons unable to buy housing generally available on the open market and whose household income is below £80,000 (or such other amount agreed in writing with the Council in accordance with government policy);

"Reasonable Consideration"

means offer prices from Registered Providers which give the Owner a reasonable consideration having regard to current market conditions in the disposal of Affordable Housing (excluding First Homes) of a similar type and location by

Registered Providers on a grant free basis via Section 106 Agreements;

"Registered Provider"

or "RP"

means either:

a) a body registered as a social landlord pursuant to the provisions of the Housing Act 1996 or a housing association within the meaning of the Housing Associations Act 1985 or;

b) any person or body or entity which is registered as a provider of social housing in accordance with Section 80(2) and Chapter 3 of the Housing and Regeneration Act 2008; or

c) any body, organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord;

to be approved in writing by the Council;

"SDLT"

means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;

"Secretary of State"

means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function;

"Self-Build and Custom Housebuilding Act"

means the Self-Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016);

"Self/Custom Build Design Code"

means the Self/Custom Build Design Code to be approved concurrent with the first Reserved Matters Approval, and which shall address in respect of the Self/Custom Build Plots:

(a) Layout

(b) Plot size and shape

- (c) Developable footprint
- (d) Building height or number of storeys
- (e) Orientation
- (f) Landscaping
- (g) Boundary treatment
- (h) Material palette
- (i) Number and location of car parking and cycle storage spaces, and
- (j) Refuse storage;

"Self/Custom Build Dwelling"

means a Dwelling designed and built by (or commissioned by):

- individuals
- associations of individuals; OR
- persons working with or for individuals or associations of individuals

on a Self/Custom-Build Plot to be occupied by those individuals for at least 3 (three) years; for the avoidance of doubt this means Dwellings built to the plans or specifications decided by the occupant of that home (in accordance with the Self/Custom Build Design Code) on a single building plot as set out in the Self-Build and Custom Housebuilding Act;

"Self/Custom Build Marketing Strategy"

means a strategy and details for each of the Self/Custom Build Plots to be submitted by the Owner and approved by the Council prior to Commencement of Development which shall include the following details:

- a) the Marketing Period;
- b) the terms on which the Self/Custom Build Plots will be marketed (including sales prices and marketing brochure);
- c) Plot Passport details;
- d) contact details of the marketing agent;

- e) the price each Self/Custom Build Plot will be sold for;
- f) any alternative or additional marketing in the event that interest in the Self/Custom Build Plot is low or any other details are required by the Council in order to satisfy Appendix E of the Local Plan;

"Self/Custom Build Plots"

means the plots which the Self/Custom-Build Dwellings will be constructed, which shall be a minimum of 5% of the total number of Dwellings (rounded to the nearest whole number) constructed on the Site that:

- a) has access to a public highway and has connections for electricity, water and wastewater, OR
- b) can be provided with such access to a public highway and connections for electricity, water and wastewater in accordance with the Self/Custom Build Marketing Strategy;

"Self/Custom Build Register"

means the Council's register of persons seeking to acquire a Self/Custom-Build Plot;

"Self/Custom Build Sale Contract"

means a contract or contracts for the sale of the Self/Custom-Build Plots which are conditional upon completion of the construction of the relevant Self/Custom Build Dwelling;

"Shared Ownership Dwellings"

means those Dwellings purchased on a Shared Ownership Lease;

"Shared Ownership Lease"

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

- a) not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the

purchaser by the Registered Provider;

- b) power to the purchaser to increase their ownership up to 100%; and
- c) an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding increases in the Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England

"Valuer"

means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer acting in an independent capacity; and

"100% Staircaser"

means a lessee of a Shared Ownership Dwelling under a Shared Ownership Lease who has exercised their right under that lease to purchase 100% of the equity in the Shared Ownership Dwelling.

PART 1- AFFORDABLE HOUSING

2 AFFORDABLE HOUSING

- 2.1 The Owner covenants with the Council not to Commence Development on a Phase until the Affordable Housing Scheme for that Phase has been submitted to and approved by the Council.
- 2.2 The Owner covenants with the Council that in the event the Affordable Housing Scheme does not provide for 1 in 3 of the Dwellings to be provided as Affordable Dwellings then the Affordable Housing Contribution shall be payable.
- 2.3 Where the Affordable Housing Contribution is required to be paid, the Owner covenants that no more than 40% of the Market Housing Units in any Phase shall be Occupied unless and until the Affordable Housing Contribution is paid to the Council.
- 2.4 The Owner covenants that no more than 40% of the Market Housing Units within a Phase shall be Occupied until a contract is in place, or evidence is provided demonstrating that negotiations have commenced, with a Registered Provider for the transfer of Affordable Dwellings (excluding First Homes) within that Phase unless otherwise agreed in writing with the Council.

- 2.5 The Owner covenants that no more than 45% of the Market Housing Units within a Phase shall be Occupied until 50% of the Affordable Dwellings within that Phase have been constructed in accordance with the Planning Permission made ready for residential Occupation and transferred to a Registered Provider or, in the case of First Homes, marketed for sale in accordance with the terms of this Deed and written notification of such has been received by the Council.
- 2.6 The Owner covenants that no more than 75% of the Market Housing Units within a Phase shall be Occupied until the remaining 50% Affordable Dwellings within that Phase have been constructed in accordance with the Planning Permission, made ready for residential Occupation and either transferred to the Registered Provider or, in the case of First Homes, marketed for sale in accordance with the terms of this Deed and written notification of such has been received by the Council.
- 2.7 The Owner will notify the Section 106 Officer within 28 days of the transfer of any Affordable Dwellings to a Registered Provider of the plot number, street address, house type, size and tenure of each dwelling and date of transfer.
- 2.8 The Owner covenants that from the date of Practical Completion the Affordable Dwellings (excluding First Homes) shall not be used other than for the purposes of Affordable Housing for Eligible Persons or Qualifying Persons in accordance with the Affordable Housing Scheme subject to the provisions herein.
- 2.9 In the event that a Registered Provider cannot be found for any of the Affordable Dwellings (excluding First Homes) despite the Owner's reasonable endeavours to do so the Owner will be required to prove to the Council's satisfaction (the Council at all times acting reasonably) that demand from Registered Providers has not been forthcoming for Reasonable Consideration.
- 2.10 If the Council is satisfied that demand from Registered Providers has not been forthcoming for Reasonable Consideration the Council will enter into written negotiations with the Owner to seek an agreed way forward that does not disadvantage the Owner whilst maximising the provision of Affordable Housing.
- 2.11 If after three calendar months of the transfer of the Affordable Dwellings (excluding First Homes) to the Registered Provider there remains any such Affordable Dwellings not leased or sold and the Registered Provider can provide evidence to the Council's satisfaction there are no prospective occupants the Registered Provider shall be free to seek written agreement of the Council to convert those Affordable Dwellings to an alternative form of affordable housing defined within Annex 2 to the National Planning Policy Framework (February 2021) (or any amended or subsequent national planning policy that may be published by the Government from time to time).
- 2.12 Nothing in this Part 1 of the Third Schedule shall be binding on a Protected Person or any mortgagee or chargee of a Protected Person or any receiver appointed by such mortgagee or chargee or any person deriving title from any such person.

Affordable Housing Table

- 2.13 The Affordable Housing shall be provided in accordance with the following table:

Tenure	Total percentage of Dwellings	Percentage of 1 bed 2 person homes	Percentage of 2 bed 4 person homes	Percentage of 3 bed 5 person homes	Percentage of 4 bed 7 person homes
Affordable Dwellings for Rent	50%	30%	40%	25%	5%
Shared Ownership Dwellings	25%	30%	50%	20%	-
First Homes	25%	30%	50%	20%	-

Affordable Dwellings for Rent and Shared Ownership Dwellings

- 2.14 The Registered Provider shall enter into a Nomination Agreement with the Council and shall not let dispose or otherwise permit the Occupation of any of the Affordable Dwellings for Rent until such Nomination Agreement has been entered into.
- 2.15 On the first and any subsequent letting of an Affordable Dwelling for Rent the Council will (unless otherwise agreed in writing) nominate eligible applicants in accordance with the Allocation Policy and Nomination Agreement (priority will go to applicants who have a Local Connection as defined in and in accordance with the Local Connections Cascade at paragraph 4 of this Third Schedule).
- 2.16 The Registered Provider shall not dispose of any interest in any of the Affordable Dwellings for Rent other than by way of an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (or any form of residential tenancy prescribed by statute in substitution for or in addition to those) PROVIDED THAT nothing in this paragraph shall be deemed to prohibit the sale of the Affordable Dwellings individually or together (in any numerical combination) as one transaction (whether or not subject to any tenancy) to a RP nor prevent any Registered Provider from charging the Affordable Dwellings in whole or part.
- 2.17 In the event that 100% of a Shared Ownership Dwelling is purchased:
- 2.17.1 the net proceeds from the final sale of the Shared Ownership Dwelling are to be ringfenced by the Registered Provider for 5 years for the provision of Affordable Housing within the East Suffolk District, and should the owner of the Shared Ownership Dwelling wish to sell it he must notify the Registered Provider and allow the Registered Provider to purchase the Shared Ownership Dwelling back in the first instance at Market Value;
- 2.17.2 in the event the Registered Provider purchases the Shared Ownership Dwelling in accordance with this paragraph at 2.17.1, the Shared Ownership Dwelling will be marketed as such subject to the terms of this Deed; and
- 2.17.3 in the event the Registered Provider declines to purchase the Shared Ownership Dwelling or fails to notify the owner of the Shared Ownership

Dwelling of its intention to make an offer to purchase the dwelling within twenty-eight days of the notification as specified in this paragraph 2.17.1, or fails to complete the purchase, then the owner of the Shared Ownership Dwelling may sell it on the open market free from the terms of this Deed.

3. MORTGAGEE IN POSSESSION

3.1 The Affordable Housing obligations in this Part 1 of the Third Schedule shall not apply to any Chargee (or any receiver (including an administrative receiver appointed by such Chargee) or any other person appointed under any security documentation to enable such Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such Chargee or Receiver PROVIDED THAT

3.1.1 such Chargee or Receiver of any Affordable Dwelling for Rent or Shared Ownership Dwelling shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwelling(s) 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

3.1.2 if such disposal of the Affordable Dwelling(s) for Rent or Shared Ownership Dwelling(s) has not completed within the three month period the Chargee or Receiver shall be entitled to dispose of the Affordable Dwelling(s) for Rent or Shared Ownership Dwelling(s) free from the Affordable Housing provisions in this Deed which provisions shall determine absolute.

4. LOCAL CONNECTIONS CASCADE

4.1 Affordable Dwellings for Rent

4.1.1 The Affordable Dwellings for Rent are to be allocated to a person nominated by the Council in line with its Allocation Policy who is considered by them or it to be in need of such accommodation and unable to compete in the normal open market for property. Before nominating an applicant the Council will be satisfied that the applicant

- (a) Has continuously lived in Trimley St Martin for the preceding 5 years, OR
- (b) Has continuously had a principal place of work in Trimley St Martin for the preceding 5 years, OR
- (c) Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived in Trimley St Martin for the preceding 5 years.

4.1.2 If there are no persons who qualify under paragraph 4.1.1 above the Affordable Dwelling shall be allocated to person nominated by the Council who

- (a) Has continuously lived within 10 miles of the Site for the preceding 5 years, OR
 - (b) Has continuously had a place of work within 10 miles of the Site for the preceding 5 years, OR
 - (c) Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within 10 miles of the Site for the preceding 5 years.
- 4.1.3 If there are no persons who qualify under paragraph 4.1.1 and 4.1.2 above the Affordable Dwelling shall be re-advertised to the district of East Suffolk and where after re-advertising there are no persons who qualify under the paragraphs above the Affordable Dwelling shall be allocated to a person nominated by the Council who is considered by it to be in need of such accommodation and who is unable to compete in the normal open market for property in East Suffolk
- 4.1.4 Where there is a mutual exchange the Registered Provider may let the Affordable Dwelling to any incoming tenant who satisfies the local connection criteria at paragraph 4.1.1 or 4.1.2 or 4.1.3 above
- 4.2 Affordable Dwellings for sale
- 4.2.1 On advertising the first Disposal of a Shared Ownership Dwelling or First Home the Dwelling shall be marketed for sale for the first 3 months to persons who:
- (a) Have continuously lived within Trimley St Martin for the preceding 5 years, OR
 - (b) Have continuously had a principal place of work within Trimley St Martin the preceding 5 years, OR
 - (c) Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within Trimley St Martin the preceding 5 years
- PROVIDED THAT if after 2 months of market, no offer has been received from persons who meet the criteria in 4.2.1, then the Dwelling may be Disposed to persons who meet the criteria in 4.2.2.
- 4.2.2 On subsequent Disposals of a Shared Ownership Dwelling or First Home, it shall be marketed for sale for the first 3 months to persons who:
- (a) Have continuously lived within the District of East Suffolk for the preceding 5 years, OR
 - (b) Have continuously had a principal place of work within the District of East Suffolk for the preceding 5 years, OR
 - (c) Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within the District of East Suffolk for the preceding 5 years.
- 4.2.3 If there are no purchasers who qualify under paragraph 4.2.1 or 4.2.2 above within 3 months of marketing the Affordable Dwelling it may be sold free of Local Connections restrictions.

PART 2 – FIRST HOMES

5. FIRST HOMES OBLIGATIONS

5.1 Unless otherwise agreed in writing with the Council and the Owner, the following provisions of this Part 2 of the Third Schedule shall bind the Site, save that:

5.1.1 Paragraph 6 shall not apply to a First Homes Owner; and

5.1.2 Paragraphs 7 and 8 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner.

6. QUANTUM OF FIRST HOMES

6.1 25% of the Affordable Dwellings (rounded up to the nearest whole Dwelling) shall be identified, reserved and set aside as First Homes in accordance with the Affordable Housing Scheme and shall be provided and retained as First Homes in perpetuity subject to the terms of this Part 2 of the Third Schedule.

7. DELIVERY MECHANISM OF FIRST HOMES

7.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

7.1.1 the Eligibility Criteria (National); and

7.1.2 the Eligibility Criteria (Local).

7.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 7.1.2 shall cease to apply.

7.3 Subject to paragraphs 7.6 to 7.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with an Affordable Mortgagee.

7.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

7.4.1 the Council has been provided with evidence that:

(a) the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 7.2 applies meets the Eligibility Criteria (Local);

(b) the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

(c) the transfer of the First Home includes:

(i) a definition of the "Council" which shall be East Suffolk Council;

(ii) a definition of "First Homes Provisions" in the following terms:
"means the provisions set out in clause[s] [] of the S106 Agreement a copy of which is attached hereto as the Annexure."

- (iii) A definition of " S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [and (3)]
- (iv) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions
- (v) a copy of the First Homes Provisions in an Annexure

7.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 7.3 and 7.4.1(a) have been met.

7.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by East Suffolk Council of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT or their conveyancer that the provisions of paragraphs [] (the First Homes provisions) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

7.6 The owner of a First Home (which for the purposes of this paragraph shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

7.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraph 7.1 and 7.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 7.3 and 7.4.1(a); or

7.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 7.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

7.7 Upon receipt of an application served in accordance with paragraph 7.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.

7.8 If the Council is satisfied that either of the grounds in paragraph 7.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written

request made in accordance with paragraph 7.6 that the relevant Dwelling may be Disposed of:

7.8.1 to the Council at the Discount Market Price; or

7.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 7.10 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

- 7.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 7.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 7.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 7.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.
- 7.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 7.8 or 7.9 above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.
- 7.11 Upon receipt of the Additional First Homes Contribution the Council shall:
- 7.11.1 within twenty eight (28) days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 7.5 where such restriction has previously been registered against the relevant title; and
- 7.11.2 apply all monies received towards the provision of Affordable Housing.
- 7.12 Any person who purchases a First Home free of the restrictions in the Third Schedule of this Deed pursuant to the provisions in paragraphs 7.9 and 7.10 shall not be liable to pay the Additional First Homes Contribution to the Council.
- 7.13 For the avoidance of doubt, the obligation to pay the Additional First Homes Contribution in paragraph 7.10 above shall subsist with the outgoing First Homes Owner even after it has Disposed of its interest.

8. USE OF FIRST HOMES

- 8.1 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 8.2 – 8.5 below.
- 8.2 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once

during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

- 8.3 In addition to paragraph 8.2, a First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- a. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
 - c. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - e. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 8.4 A letting or sub-letting permitted pursuant to paragraph 8.2 or 8.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 8.5 Nothing in this paragraph 8 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation (except where other local policy restrictions apply) provided that the First Home remains at all times the First Homes Owner's main residence.

9. MORTGAGEE EXCLUSION

- 9.1 The obligations in paragraphs 5 to 8 of this Part 2 of the Third Schedule in relation to First Homes shall not apply to any Affordable Mortgagee or any receiver (including an administrative receiver appointed by such Affordable Mortgagee or any other person appointed under any security documentation to enable such Affordable Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Affordable Mortgagee or Receiver PROVIDED THAT:
- 9.1.1 such Affordable Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home;
 - 9.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Affordable Mortgagee or Receiver to the Council the Affordable Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 9.1.3;
 - 9.1.3 following the Disposal of the relevant First Home the Affordable Mortgagee or Receiver shall, following the deduction of the amount due and outstanding

under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses, pay to the Council the Additional First Homes Contribution;

- 9.1.4 following receipt of notification of the Disposal of the relevant First Home, the Council shall:
- (a) forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 7.5; and
 - (b) apply all such monies received towards the provision of Affordable Housing

PART 3 – SELF/CUSTOM BUILD PLOTS

10. SELF/CUSTOM BUILD PLOTS

- 10.1 The Owner covenants to prior to Commencement of Development on any part of the Site submit for approval to the Council the Self/Custom Build Marketing Strategy.
- 10.2 The Owner covenants not to Commence Development on any part of the Site until the Council has approved the Self/Custom Build Marketing Strategy in writing.
- 10.3 Following approval of the Self/Custom Build Marketing Strategy by the Council each Self/Custom Build Plot shall be marketed in accordance with the approved Self/Custom Build Marketing Strategy.
- 10.4 The Owner covenants to notify the Council of any person serving a notice of interest in relation to the Self/Custom Plot.
- 10.5 The Owner covenants that the Self/Custom Build Plots shall initially be offered for sale to individuals registered upon the Self/Custom Build Register of the Council however the Self/Custom Build Plots can be offered to individuals who are not registered upon the Self/Custom Build Register.
- 10.6 The Owner covenants to act reasonably in trying to agree both the terms of and the exchange of a Self/Custom Build Sale Contract and not to take any unreasonable steps which would otherwise frustrate such exchange.
- 10.7 If the Self/Custom Build Plots have been Marketed Appropriately and at the end of the Marketing Period the Owner has been unable to sell one or more Self/Custom Build Plots the Owner may elect to continue marketing those Self/Custom Build Plots, or deliver the Self/Custom Build Plots as Market Housing Units and/or Affordable Housing. In the event that the Owner elects to deliver the Self/Custom Build Plots as Market Housing Units and/or Affordable Housing the Owner must receive approval from the Council in writing that the Self/Custom Plots have been Marketed Appropriately.

PART 4– OPEN SPACE AND HABITAT MITIGATION

11. ON SITE OPEN AMENITY SPACE PROVISION AND MAINTENANCE

- 11.1 Unless otherwise agreed in writing with the Council, the Owner covenants not to Commence Development until the Open Amenity Space Specification for the Site has been submitted to and approved by the Council.
- 11.2 Unless otherwise agreed in writing with the Council, the Owner covenants not to allow the Occupation of the first Dwelling on Site until the details of the Management Company for the Site have been submitted to and approved by the Council.
- 11.3 Unless otherwise agreed in writing with the Council, the Owner covenants to lay-out and complete the Open Amenity Space for a Phase in accordance with the Open Amenity Space Specification as approved by the Council.
- 11.4 Unless otherwise agreed in writing with the Council, the Owner covenants to lay out and complete the Open Amenity Space for a Phase in accordance with the Open Amenity Space Specification as approved by the Council either prior to (a) Occupation of 75% of the Dwellings on the Development or (b) Occupation of any Dwellings immediately adjacent to the Open Amenity Space, whichever is the earlier.
- 11.5 Following the laying out and landscaping of the Open Amenity Space in accordance with the approved Open Amenity Space Specification the Owner covenants that it shall be properly maintained and managed in accordance with the principles of good estate management and in accordance with the approved Open Amenity Space Specification until such time as it has been transferred to an approved Management Company.
- 11.6 Following completion of the Open Amenity Space it shall (in perpetuity) unless otherwise agreed in writing with the Council:
- (i) not be used for any purpose other than for the provision of public open space for the benefit of the members of the public (subject to temporary closures as may be reasonably required from time to time);
 - (ii) be maintained and managed in a clean and tidy condition and free of defects and in accordance with the Open Amenity Space Specification; and
 - (iii) no building shall be built or allowed to be built on the Open Amenity Space, subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the Open Amenity Space.

12. HABITAT MITIGATION CONTRIBUTION

- 12.1 The Owner covenants to provide written notification of Commencement of Development of each Phase to the Section 106 Officer within 10 Working Days of such Commencement.
- 12.2 The Owner covenants to pay the Habitat Mitigation Contribution for the Dwellings (including any Self/Custom Build Dwellings which form part of the Phase) approved as part of the Reserved Matters Approval for a Phase to the Council prior to Development Above Slab Level of any Dwelling and Self/Custom Build Dwellings within that Phase.
- 12.3 The Owner covenants not to permit the Development Above Slab Level of any Dwelling (including any Self/Custom Build Dwellings which form part of the Phase) within a Phase until the Habitat Mitigation Contribution for that Phase has been paid to the Council.

Fourth Schedule
The Owner's Covenants with the County Council

"Education Contribution (Early Years)"	means a contribution of £1,918.00 (one thousand, nine hundred and eighteen pounds) per Dwelling (up to a maximum total of £266,602.00 (two hundred and sixty six thousand and six hundred and two pounds)) Index Linked payable to the County Council on a phased basis in accordance with this Schedule and which is to be used towards the provision of early years places serving the Development;
"Education Contribution (Primary)"	means a contribution of £952.39 (nine hundred and fifty two pounds and thirty nine pence) per Dwelling (up to a maximum total of £132,382.21 (one hundred and thirty two thousand, three hundred and eighty two pounds and twenty one pence)) Index Linked payable to the County Council on a phased basis in accordance with this Schedule and which is to be used towards the provision of the School;
"Education Contribution (Temporary Classroom)"	means a contribution of £129,146.29 (one hundred and twenty nine thousand, one hundred and forty six pounds and twenty nine pence) Index Linked payable to the County Council in accordance with this Schedule towards the provision of a temporary classroom accommodation;
"Highways Offsite Mitigation Contribution"	means a contribution of £36,071.00 (thirty six thousand and seventy one pounds) Index Linked payable to the County Council towards a cycle scheme to mitigate traffic impacts on Garrison Lane;
"Passenger Transport Contribution"	means a contribution of £100,000.00 (one hundred thousand pounds) Index Linked payable to the County Council towards improvements to bus service provision in the area that would enable improved links with Woodbridge, Martlesham, Ipswich and Felixstowe;
"Public Rights of Way Contribution"	means a contribution of £59,000.00 (fifty nine thousand pounds) Index Linked

payable to the County Council in accordance with this Schedule towards the cost of improvements to the surfacing of Restricted Byway 3 Trimley St Mary between High Road and the western/southwestern extent of the Site including any associated legal costs and officer time;

"School"	means a primary school with a pre-school facility and any other ancillary purposes falling within use classes F1 and F2;
"School Land"	means the area of land being a minimum of 2.2 hectares (serviced by means of the School Land Services and otherwise in accordance with the School Land Site Specification) to be provided with the School Land Services for the provision of the School on the Site as shown shaded pink on Plan 2;
"School Land Access"	means a road system built to adoptable standards providing access to the School suitable for vehicular, cycling and pedestrian use;
"School Land Services"	means those services identified as being provided in the School Land Site Specification
"School Land Site Specification"	means the criteria set out in the 'School Land Site Specification' appended to this Deed with which the School Land must comply
"School Land Transfer Terms"	means all terms and conditions in this Deed to be met by the Owner to facilitate the transfer of the School Land including any necessary rights over the School Land Access
"Travel Plan Evaluation and Support Contribution"	means a total contribution of £5,000.00 (five thousand pounds) (to be paid in five instalments of £1,000.00 (one thousand pounds) Index Linked) payable to the County Council in accordance with Part 3 of this deed and which is to be used by the

County Council in order to oversee the delivery of the travel plan.

PART 1 NOTIFICATION

The Owner covenants with the County Council as follows:

1. The Owner shall within fifteen (15) Working Days give written notice to the County Council of the following:
 - 1.1 Commencement of Development;
 - 1.2 first Occupation of the 1st Dwelling;
 - 1.3 first Occupation of the 49th Dwelling;
 - 1.4 first Occupation of the 50th Dwelling;
 - 1.5 first Occupation of the 75th Dwelling;
 - 1.6 first Occupation of the 100th Dwelling;
 - 1.7 first Occupation of the final Dwelling.

PART 2 PRIMARY EDUCATION

2. The Owner covenants with the County Council as follows:
 - 2.1 Unless otherwise agreed in writing between the Owner and the County Council, the Owner shall, within fourteen (14) Working Days of first Occupation of the 50th (fiftieth) Dwelling, offer by way of written notice to the County Council to transfer to the County Council the freehold of the School Land on the School Land Transfer Terms and the Owner shall not Occupy or permit the Occupation of more than 50 (fifty) Dwellings before such offer is made;
 - 2.2 An offer made pursuant to paragraph 2.1 above shall only be valid if, at the time that the offer is made, the School Land is free of encumbrances.
 - 2.3 The County Council may, within five (5) years of receipt of the offer specified in paragraph 2.1 above, confirm whether it wishes to accept a transfer of the School Land.
 - 2.4 Where the County Council confirms that it wishes to accept the offer within the five (5) years specified in paragraph 2.3 above, the Owner and the County Council shall acting in good faith and without unreasonable delay enter into a binding agreement to transfer

the freehold of the School Land in accordance with the School Land Transfer Terms, and on the following basis:

- 2.4.1 the School Land shall be free of encumbrances;
 - 2.4.2 consideration shall not exceed the sum of one pound sterling (£1);
 - 2.4.3 the School Land shall be a prepared and serviced site constructed with the provision of the School Land Access and the School Land Services and otherwise in accordance with the School Land Site Specification;
 - 2.4.4 with the benefit of the rights and easements referred to paragraph 2.7 of this Part of this Schedule
- 2.5 The School Land shall be transferred to the County Council as soon as reasonably practicable and no later than three months following the date of entry of the binding agreement pursuant to paragraph 2.4 of this Schedule.
- 2.6 The Owner shall construct and provide the School Land Access and School Land Services to the School Land prior to the transfer of the School Land to the County Council (unless otherwise agreed in writing with the County Council) and in the event that the School Land Access and School Land Services have not been so constructed and provided prior to the transfer referred to in paragraphs 2.4 and 2.5 of this Part of this Schedule such transfer shall include such licence and easements reasonably necessary for the County Council to construct and provide such and the right to recover from the Owner the costs reasonably incurred in doing so;
- 2.7 The Owner shall undertake reasonable archaeological investigations (which are sufficient to satisfy condition 10 and 11 of the Planning Permission) of the School Land prior to the transfer of the School Land and shall provide copies of these archaeological investigations to the County Council;
- 2.8 In the event that the County Council does not accept the offer to transfer within the five (5) years specified in paragraph 2.3 above or, having first accepted the offer to transfer, if the parties subsequently agree that the School Land is no longer required, then paragraphs 2.1 to 2.7 shall no longer apply and the Owner shall be free to seek new planning permission to develop the land.
- 2.9 For the avoidance of doubt, the parties shall complete the agreement referred to in paragraph 2.4 above and the subsequent transfer of the School Land without unreasonable delay and any dispute may be addressed in accordance with the dispute provisions at Clause 14.
- 2.10 Notwithstanding any of the above provisions in this Part 2 of the Fourth Schedule, if at the expiry of 10 years from the date the County Council accepted the offer to transfer the School Land under paragraph 2.3, that land has not been transferred, then paragraphs

2.1 to 2.8 of this Part 2 of the Fourth Schedule no longer apply and the Owner shall be free to seek new planning permission to develop the land.

Education Contribution (Early Years)

- 2.11 The Owner covenants to pay to the County Council 5% (five percent) of the Education Contribution (Early Years) prior to the commencement of Development above Slab Level.
- 2.12 The Owner hereby covenants not to commence Development above Slab Level until 5% of the Education Contribution (Early Years) has been paid to the County Council.
- 2.13 The Owner covenants to pay to the County Council an additional 45% (forty five percent) of the Education Contribution (Early Years) prior to the Occupation of the 50th Dwelling
- 2.14 The Owner hereby covenants not to Occupy the 50th Dwelling until an additional 45% (forty five percent) of the Education Contribution (Early Years) has been paid to the County Council.
- 2.15 The Owner covenants to pay to the County Council an additional 50% (fifty percent) of the Education Contribution (Early Years) prior to the Occupation of the 100th Dwelling
- 2.16 The Owner hereby covenants not to Occupy the 100th Dwelling until an additional 50% (fifty percent) of the Education Contribution (Early Years) has been paid to the County Council.

Education Contribution (Primary)

- 2.17 The Owner covenants to pay to the County Council 5% (five percent) of the Education Contribution (Primary) prior to the commencement of Development above Slab Level.
- 2.18 The Owner hereby covenants not to commence Development above Slab Level until 5% of the Education Contribution (Primary) has been paid to the County Council.
- 2.19 The Owner covenants to pay to the County Council an additional 45% (forty five percent) of the Education Contribution (Primary) prior to the Occupation of the 50th Dwelling
- 2.20 The Owner hereby covenants not to Occupy the 50th Dwelling until an additional 45% (forty five percent) of the Education Contribution (Primary) has been paid to the County Council.
- 2.21 The Owner covenants to pay to the County Council an additional 50% (fifty percent) of the Education Contribution (Primary) prior to the Occupation of the 100th Dwelling
- 2.22 The Owner hereby covenants not to Occupy the 100th Dwelling until an additional 50% (fifty percent) of the Education Contribution (Primary) has been paid to the County Council.

Education Contribution (Temporary Classroom)

- 2.23 To pay the Education Contribution (Temporary Classroom) to the County Council in the event that
- 2.23.1 the County Council serve written notice on the Owner between the Occupation of the first Dwelling and the 49th Dwelling which states that temporary accommodation is required; and
- 2.23.2 the County Council has obtained planning permission via a decision letter from the local planning authority for the provision of temporary classroom accommodation at another school within the district of East Suffolk and a copy of such planning permission is provided with the above notice.

PART THREE TRANSPORT

3. The Owner covenants with the County Council as follows:
- 3.1 To pay the Public Rights of Way Contribution to the County Council prior to the Occupation of the first Dwelling;
- 3.2 Not to Occupy any Dwellings until it has paid the Public Rights of Way Contribution to the County Council;
- 3.3 To pay the Highways Offsite Mitigation Contribution to the County Council prior to the Occupation of the first Dwelling;
- 3.4 Not to Occupy any Dwellings until it has paid the Highways Offsite Mitigation Contribution to the County Council;
- 3.5 To pay the Passenger Transport Contribution to the County Council prior to the Occupation of the first Dwelling;
- 3.6 Not to Occupy any Dwellings until it has paid the Passenger Transport Contribution to the County Council; and
- 3.7 To pay the first instalment of the Travel Plan Evaluation and Support Contribution prior to the Occupation of the 75th Dwelling;
- 3.8 Not to Occupy more than 75 Dwellings until it has paid the first instalment of the Travel Plan Evaluation and Support Contribution to the County Council;
- 3.9 On the first anniversary of the payment of the first instalment of the Travel Plan Evaluation and Support Contribution, to pay the second instalment of the Travel Plan Evaluation and Support Contribution to the County Council;

- 3.10 On the second anniversary of the payment of the first instalment of the Travel Plan Evaluation and Support Contribution, to pay the third instalment of the Travel Plan Evaluation and Support Contribution to the County Council;
- 3.11 On the third anniversary of the payment of the first instalment of the Travel Plan Evaluation and Support Contribution, to pay the fourth instalment of the Travel Plan Evaluation and Support Contribution to the County Council;
- 3.12 On the fourth anniversary of the payment of the first instalment of the Travel Plan Evaluation and Support Contribution, to pay the fifth instalment of the Travel Plan Evaluation and Support Contribution to the County Council

FIFTH SCHEDULE

COUNCIL COVENANTS

1. The Council covenants with the Owner to issue the Planning Permission within 10 Working Days of the date of this Deed.
2. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
3. The Council shall use the Habitat Mitigation Contribution for the purposes set out in the Deed within ten (10) years from receipt PROVIDED THAT nothing shall prevent the Council from paying any part of the Habitat Mitigation Contribution to a person, body or company that may be responsible for the carrying out of the work as set out in this Deed.
4. The Council shall if requested to do so in writing after the expiry of TEN (10) years of the date that the Habitat Mitigation Contribution was paid pay to the payer (or its nominee) such amount of the Habitat Mitigation Contribution paid by that person in accordance with the provisions of this Deed which have not been legally committed (by binding legal contract) or expended by the Council, such payment to be made within TWENTY EIGHT (28) Working Days of such a request together with any interest accrued thereon.
5. The Council shall use the Affordable Housing Contribution (if received) for the purposes set out in the Deed within ten (10) years from receipt.
6. The Council shall if requested to do so in writing after the expiry of TEN (10) years of the date the Affordable Housing Contribution was paid pay to the payer (or its nominee) such amount of the Affordable Housing Contribution paid by that person in accordance with the provisions of this Deed which have not been legally committed (by binding legal contract) or expended by the Council, such payment to be made within TWENTY EIGHT (28) Working Days of such a request together with any interest accrued thereon.

SIXTH SCHEDULE

COUNTY COUNCIL COVENANTS

1. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The County Council shall use all sums received under the terms of this Deed for the purposes specified in this Deed.
3. To provide the Owner, at the Owner's written request details of the expenditure of the relevant contributions provided that such request is made within ten years (10) from the date of Completion of the Development.
4. The County Council shall if requested to do so in writing after the expiry of ten (10) years from the date of Completion of the Development either confirm that the relevant contribution or sum was contractually committed (by binding legal contract) or expended by the County Council in accordance with the provisions of this Deed or if it was not so contractually committed or expended in that period pay the relevant sum (or any part not contractually committed or expended) together with any interest accrued back to the person who paid it (or its nominee) such payment to be made within twenty (20) Working Days' of such request.

The COMMON SEAL of EAST SUFFOLK)
COUNCIL was affixed to this DEED in the)
presence of:)



Authorised Officer

[COMMON SEAL OF COUNCIL]



Authorised Officer

The COMMON SEAL of SUFFOLK)
COUNTY COUNCIL was affixed to this)
DEED in the presence of:)

[COMMON SEAL OF COUNCIL]

Authorised Officer

Authorised Officer

EXECUTED as a DEED by
BELLWAY HOMES LIMITED
Acting by its attorney
NIGEL CLASBY/ DUNCAN FISHER

Signed:

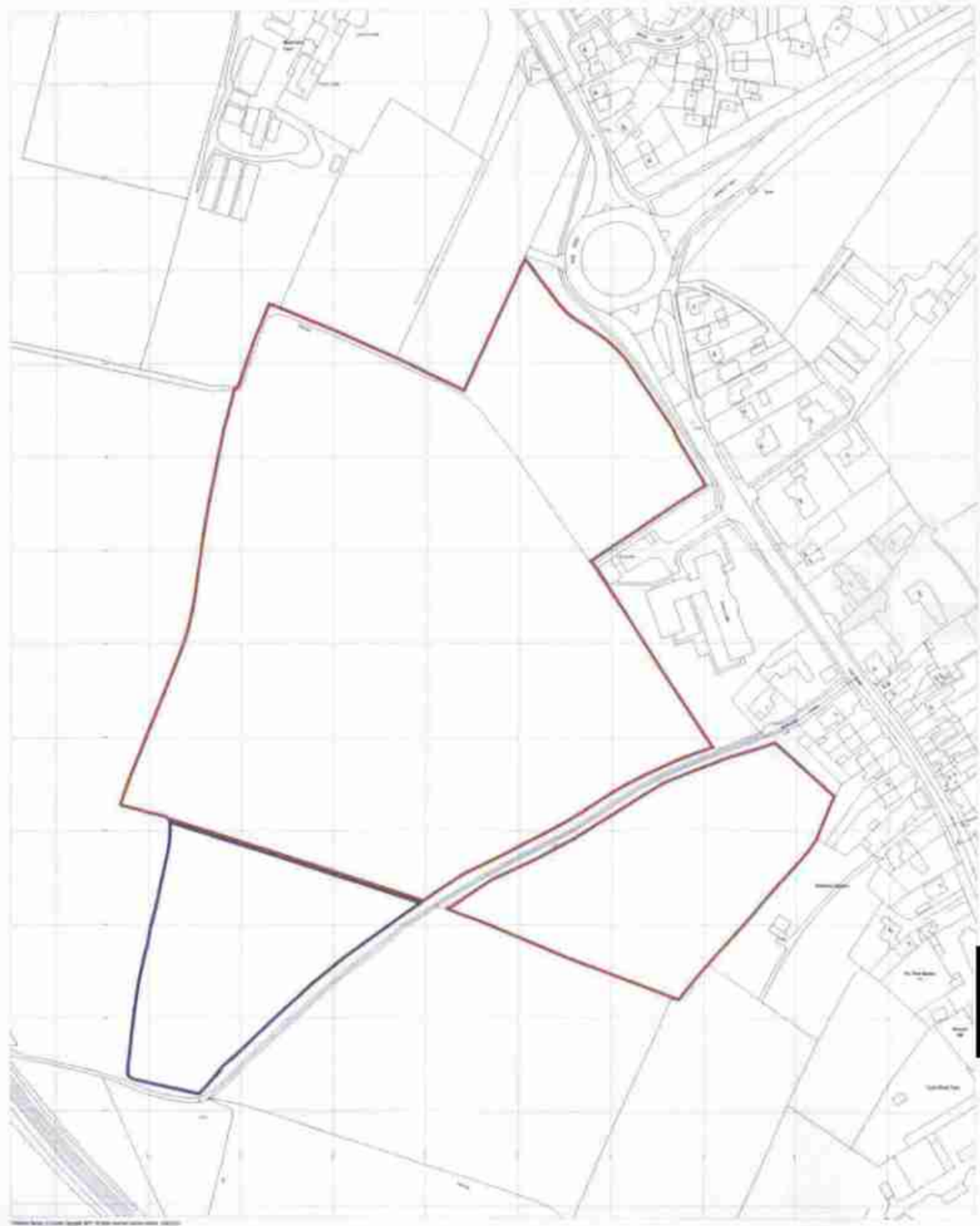
in the presence of:

.....
[SIGNATURE OF WITNESS]

.....
[NAME OF WITNESS]

.....
[ADDRESS OF WITNESS]

PLAN 1



01/18/2025
11:35:23 AM
018-013-003

Notes:
1. The drawing is the responsibility of the design professional and shall not be used for any other purpose without the written consent of the design professional.
2. This drawing is the property of the design professional and shall not be used for any other purpose without the written consent of the design professional.
3. The design professional is not responsible for any errors or omissions in this drawing.

Notes:
Survey information based on
Survey Station 2307/14-02-08




Proposed Residential Development
THAZZY G. SOUTH
Drawing No.
Location Plan

Client City	Contract SC
Scale 1/32" = 1'	Date December 2025
Drawing Number 018-013-003	Revision P1

PARC DESIGN & CONSTRUCTION
11000 Highway 100
Suite 100
Cape Fear, NC 28413
Phone: 704.438.1234
www.parcnc.com

PLAN 2

Legend

-  Primary School with Pre-school
-  Public Open Space / SUDS
-  Meadow / Informal Path / Wild Bird Seed Margin



11/2024
11/2024
11/2024
11/2024
11/2024

NOTES
1. The information contained in this document is for informational purposes only and does not constitute an offer or any other financial product or service. It is not intended to be used as a basis for investment decisions. The information is provided on an "as is" basis and is subject to change without notice. For more information, please contact your financial advisor.
2. The information contained in this document is for informational purposes only and does not constitute an offer or any other financial product or service. It is not intended to be used as a basis for investment decisions. The information is provided on an "as is" basis and is subject to change without notice. For more information, please contact your financial advisor.
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DATE
11/2024

PROJECT
Proposed Residential Development
STANLEY ST MANSION
DRAWING NO.
P01000001

SCALE
1:1000 (A1)
DRAWING NUMBER
018-013-007

DESIGNED BY	CHECKED BY
SC	SC
DATE	DATE
December 2023	
ISSUED BY	DATE
JH	

PARC
Planning and Regeneration
100-102, High Street, London, E15 2ET
018-013-007
www.parcgroup.co.uk

APPENDIX 1
School Land Site Specification

The School Land shall be...

- suitable for the construction of high quality education buildings and outside spaces
- contamination free and covered with at least 30cm of clean free draining topsoil
- accessible from a central spine road which is designed and constructed to an adoptable standard served by safe direct walking & cycling routes
- protected from flooding and free of SuDS features but incorporated into a suitable SUDS system within the Development
- outside the cordon sanitaire of any sewage plant
- suitably fenced including gates at all proposed access points
- **serviced by the following utilities:** water, electricity, telephone, broadband, foul drainage, and surface water drainage in accordance with the parameters and capacities set out below (including such legal rights as the County considers reasonably necessary (and as approved by the landowners acting reasonably) for the discharge of surface water over the land edged red on Plan 1) and ancillary rights to use and connect to such service media for the delivery of services to the School Land.

Agreed parameters and capacities:

- **Pre-school:**
 - Water: 3.0 l/s;
 - Electricity: 70 kVA – equivalent to 100 Amp;
- **Primary School:**
 - Water: 3.0 l/s
 - Electricity - 420 kVA – equivalent to 600 Amp;
- Hydrant – at the frontage of the school within the public highway with 150 dia

The School Land shall be free of/from...

- encumbrances
- items or structures of archaeological interest that prevent Development subject however to the findings of an archaeological investigation carried out by the Owner prior to the transfer of the School Land
- 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 metres of the School Land) subject to those services that are required to serve the School Land as a prepared and serviced site in accordance with this Deed.
- ponds, ditches or water courses
- foundations, fuel tanks and other buried structures
- spoil and fly tipping
- void spaces including wells, sumps and pits
- any material that could negatively impact on the buildings and or their occupants

The 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

**APPENDIX 2:
NOMINATION AGREEMENT**

DATED **20**

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

NOMINATION AGREEMENT

**Relating to Affordable Dwelling(s) for Rent
At**

(name of scheme)

THIS NOMINATION AGREEMENT is made the day of 20

BETWEEN:

- 1)of registered in England by the Financial Conduct Authority under the Co-operative and Community Benefit Societies Act 2014 (Register Number XXX) (the Registered provider) [or such other Registered Provider as may be approved by East Suffolk Council]

and
- 2) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge, IP12 1RT ('the Council')

1. Definitions

In this Deed:

"Affordable Dwelling(s) for Rent" means Dwellings on the Development to be made available as Affordable Housing let at a monthly or weekly rental figure that does not exceed:-

- (a) 80% of the local market rent inclusive of service charges; or
- (b) (if lower) the local housing allowance rate; or
- (c) with rent increases during the term of any individual tenancy being limited to increases in the Consumer Price Index from the date of this Nomination Agreement plus 1% or any subsequent relevant limit placed upon Registered Providers by the Regulator or Central Government;

"Affordable Housing" means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

"Allocation Policy" means the policy and procedure that the Council has adopted to determine eligibility and priority for Affordable Dwellings for Rent

"Chargee" means any mortgagee or charge of a Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 by such mortgagee or chargee or any other person appointed by a mortgagee or chargee under its security documentation for the purpose of enforcing its mortgage or charge or any administrator (howsoever appointed) including a housing administrator

"Choice Based Lettings" - means the process used to advertise Affordable Dwellings for Rent in the Council area or any system that replaces it.

"Development" means the Development as defined in the Section 106 Agreement to which this Nominations Agreement is appended

"Effective Date" means the date that the application form is received by the Partner Organisation (PO), except in the following situations:

- i. When an applicant is moved from one band to a higher band, their new effective date will be the date that their circumstances changed or when the PO is advised of this;
- ii. Where an applicant receives priority on medical or welfare grounds, their effective date will be the date that they the application for the award is received by the PO;
- iii. Where an applicant has been accepted as homeless their effective date will be the date that they applied as homeless unless they already qualify for Band B with an earlier date;
- iv. Where a woman is pregnant and the baby will make her eligible for a larger property, her effective date for the larger property will be the date that the baby is born

"Initial Let" means the first tenancy or lease of a newly constructed and previously unoccupied Affordable Dwelling(s) for Rent in accordance with Section 199 of the Housing Act 1996 as amended by Section 315 of the Housing and Regeneration Act 2008

"Landlord(s)" means a person or persons who are required to use the Council's Choice Based Lettings process

"Nominee" or "Nominees" means a person named in the Shortlist nominated by the Council to the Registered Provider who qualify for a tenancy in accordance with the Registered Provider's letting criteria (details of which have been provided to the Council prior to the date of such nominations) to be the tenant of an Affordable Dwelling(s) for Rent.

"Partner Organisation" or "PO" means each of the eight District and Borough Councils participating in the current Choice Based Lettings scheme

"Property" means the land [] shown edged red on the plan attached hereto

"Registered Provider" or "RP" means a Registered Provider of social housing within the meaning of Section 80(1) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator under Chapter 3 of that Act

"Regulator" – Homes England (formerly the Homes and Communities Agency) or any body that replaces its role as regulator of Registered Providers

"Section 106 Agreement" means the Section 106 Agreement to which this Nominations Agreement is appended

"Shortlist" means the list of applicants (as may be updated from time to time) to be supplied by the Council in line with the Allocation Policy and procedures giving the names of person(s) who the Council considers to be eligible for this size of property and have a local connection as set out in the Section 106 Agreement.

"Tenancy Agreement" means an introductory/probationary tenancy, assured shorthold, assured or secure tenancy agreement in a form prepared by the Registered Provider and in line with an approved policy that meets the requirements of the Regulator.

"Vacancy Notice" means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the construction and fitting out of the Affordable Dwelling(s) for Rent is completed and the Affordable Dwelling(s) for Rent is ready to be advertised through choice based letting or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

"Void" means an Affordable Dwelling(s) for Rent which is vacant otherwise than as a result of the tenant having

(a) Moved to other accommodation either by transfer or decant provided by the Registered Provider; or

(b) Moved to other accommodation under a reciprocal arrangement provided by another Registered Provider registered with the Regulator under the Housing Act 1996 or Housing and Regeneration Act 2008

"Void Notice" means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the Affordable Dwelling(s) for Rent is available to be advertised through Choice Based Lettings or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

2 Enabling Provisions

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 Section 33 (1) (b) of the Local Government (Miscellaneous Provisions) Act 1982 and Section 1 of the Localism Act 2011 and all other enabling powers

3 Procedure

The parties agree that the Registered Provider shall give the Council nomination rights for each and every Initial Let and Void and the following procedure shall apply to the nomination of persons in respect of the Affordable Dwellings(s) for Rent.

3.1 Initial lets

3.1.1 The Registered Provider shall give the Council not less than 4 months' written notice of the date when the Affordable Dwelling(s) for Rent will be ready for Occupation

3.1.2 The Registered Provider shall serve a Vacancy Notice on the Choice Based Lettings system detailing the date available for Occupation in respect of the Affordable Dwelling(s) for Rent at the point when it wishes the Affordable Dwelling(s) for Rent to be advertised. This will be in line with agreed advertising cycles which form part of the Allocation Policy.

3.1.3 The Council shall arrange for the Affordable Dwelling(s) for Rent to be advertised. Within 2 Working Days of the bidding cycle closing the Council shall serve upon the Registered Provider a Shortlist. The Nominees will be prioritised in line with their housing need and banding priority and effective date. The Council may agree to delegate the shortlisting to the Registered Provider and as required, verification of relevant applicant information.

3.1.4 The Shortlist to be served by the Council under clause 3.1.3 shall.

- i. Specify the appropriate category of Affordable Dwelling(s) for Rent, and
- ii. Indicate the priority for the housing of the persons named and any other relevant information using a standard pro-forma document via a generic e-mail address to the Council's Choice Based Lettings scheme

3.1.5 Upon the properties being ready to let the Registered Provider shall within five (5) Working Days of the date of receipt of the Shortlist select a Nominee from the Shortlist taking into account the priority in the order given for housing indicated by the Council and shall use its reasonable endeavours to arrange a viewing of the Affordable Dwelling(s) for Rent and offer a Tenancy Agreement to such selected Nominee subject to any final checks as agreed in line with the Council's Allocation Policy and the Registered Provider's letting criteria

3.1.6 If the selected Nominee fails to accept the offer of a tenancy within one (1) Working Day of receipt of the Registered Provider's offer such selected Nominee shall be deemed to have rejected the Registered Provider's offer and the Registered Provider shall select and make an offer to another Nominee by repeating the procedure set out in clause 3.1.5

3.1.7 If the second selected Nominee fails to enter into a Tenancy Agreement within one (1) Working Day of receipt of the Registered Provider's offer then such second selected

Nominee shall be deemed to have rejected the Registered Provider's offer and the Registered Provider shall select and make an offer to a third Nominee by repeating the procedure set out in clause 3.1.5

- 3.1.8 If such third selected Nominee fails to enter into a Tenancy Agreement within one (1) Working Day of receipt of the Registered Provider's offer then the Registered Provider will request a further Shortlist from the District Council and the District Council will supply this within three (3) Working Days.
- 3.1.9 If the District Council is unable to supply any further Nominees the Registered Provider will request that the Affordable Dwelling(s) for Rent is re-advertised and the procedures set out in 3.1.3–3.1.8 are complied with

4. Voids

- 4.1 Should an Affordable Dwelling(s) for Rent become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case the procedures set out in 3.1.2–3.1.9 shall apply except 3.1.2 which shall refer to Void Notice rather than Vacancy Notice in addition to 4.1.1:
- 4.1.1 The Registered Provider shall give the Council not less than 1 months written notice of the date when the Affordable Dwelling(s) for Rent will be ready for Occupation

5. Provision of information and alteration of lists

- 5.1 The Registered Provider shall give notification to the Council of the following events within (2) Working Days of their occurrence:
- i. a Nominee failing to view an Affordable Dwelling(s) for Rent when a viewing has been arranged
 - ii. a Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Nomination Agreement
 - iii. a Nominee accepting an offer of a Tenancy Agreement
 - iv. Registered Provider rejecting a Nominee in accordance with Clause 5.3
- 5.2 Arrangements for notification to the Council will be set out in the Council's approved Allocation Policy
- 5.3 The Registered Provider shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the Council to that effect to reject any Nominee if in the opinion of the Registered Provider the grant of an assured tenancy to such Nominee would be in contravention of the Registered Provider's registered rules or its letting criteria. The Registered Provider is required to make decisions without influence from third parties.

- 5.4 The Council shall notify the Registered Provider in writing of any Nominee that is withdrawn from the Shortlist
- 5.5 The Registered Provider must ensure that they handle all information in line with the current Data Protection Act 1998 and future general data protection regulations and procedures and the requirements of the Councils' Allocation Policy
- 5.6 The Council and the Registered Provider agree that the nominations rights contained in this Nomination Agreement may be varied from time to time by agreement in writing by the parties

6. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served 2 Working Days after posting

7. Chargee

Provisions

The provisions in this Agreement shall not be binding on a Chargee PROVIDED THAT:

- a) The Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Dwelling(s) for Rent ("the RP Notice"); and
- b) if the Council provides written notice to the Chargee within four weeks of receipt of the RP Notice that acceptable arrangements can be made for the transfer of the Affordable Dwelling(s) for Rent to either the Council or another Registered Provider within three calendar months of the date of the RP Notice the Chargee shall use reasonable endeavours over that period to complete a disposal of the Affordable Dwelling(s) for Rent 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
- c) if the Council does not serve the notice referred to in paragraph b) within the four week period referred to or if such disposal has not completed within the three month period the Chargee shall be entitled to dispose of the Affordable Dwelling(s) for Rent free of the restrictions set out in this Nomination Agreement

PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council shall

give full consideration to protecting the interest of the Chargee in respect of monies outstanding under the charge or mortgage.

8. Transfer to other Registered Providers

8.1 The Registered Provider shall provide notice to the Council within five (5) Working Days of any transfer of the Affordable Dwelling(s) for Rent to a Registered Provider

8.2 The Registered Provider shall use its reasonable endeavours to procure that any Registered Provider to which the Affordable Dwelling(s) for Rent erected thereon are transferred otherwise than by direction of the Regulator under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council simultaneously on completing the transfer of the Property

9. Disputes

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

10. Costs

The Registered Provider agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this Nomination Agreement and the Council's reasonable costs to cover the nominations procedure. Any changes to current charges will be negotiated with all landlords who are required to let their properties in line with the District Council's allocation and letting policy and procedures

11. Agreements and Declarations

11.1 Nothing in this Nomination Agreement fetters or restricts the exercise by the District Council of any of its powers

11.2 The obligations contained in this Nomination Agreement are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 section 33

12. Third Party Rights

No provisions of this Nomination Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

In witness whereof the parties have executed this Nomination Agreement on the day and year first before written

THE COMMON SEAL of
was affixed in the presence of:-
Director
Secretary

**THE COMMON SEAL of EAST SUFFOLK
COUNCIL**
was affixed
In the presence of:-

Authorised signatory

**APPENDIX 3:
AFFORDABLE HOUSING COMMUTED PAYMENT SCHEDULE**

East Suffolk Affordable Housing Commuted Payment 2023/24

Commuted payments are based on open market plot values that have development potential. The basis for the figures in the table below is to provide typical values for various house plot types. The valuations therefore include assessment of open market land values for a typical site including standard infrastructure costs. Figures for the period 9th May 2023 to 31st March 2024.

Type	Southwold, Walberswick and Dunwich	High	Medium	Low	Lowestoft, and parishes
	Plot value	Plot value	Plot value	Plot value	Plot value
4 bed house	320,000	280,000	200,000	145,000	145,000
3 bed house	280,000	200,000	160,000	140,000	130,000
2 bed house	225,000	150,000	120,000	100,000	90,000
2 bed flat	160,000	90,000	75,000	70,000	60,000
1 bed flat	140,000	80,000	60,000	60,000	55,000

Market Value is defined as the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

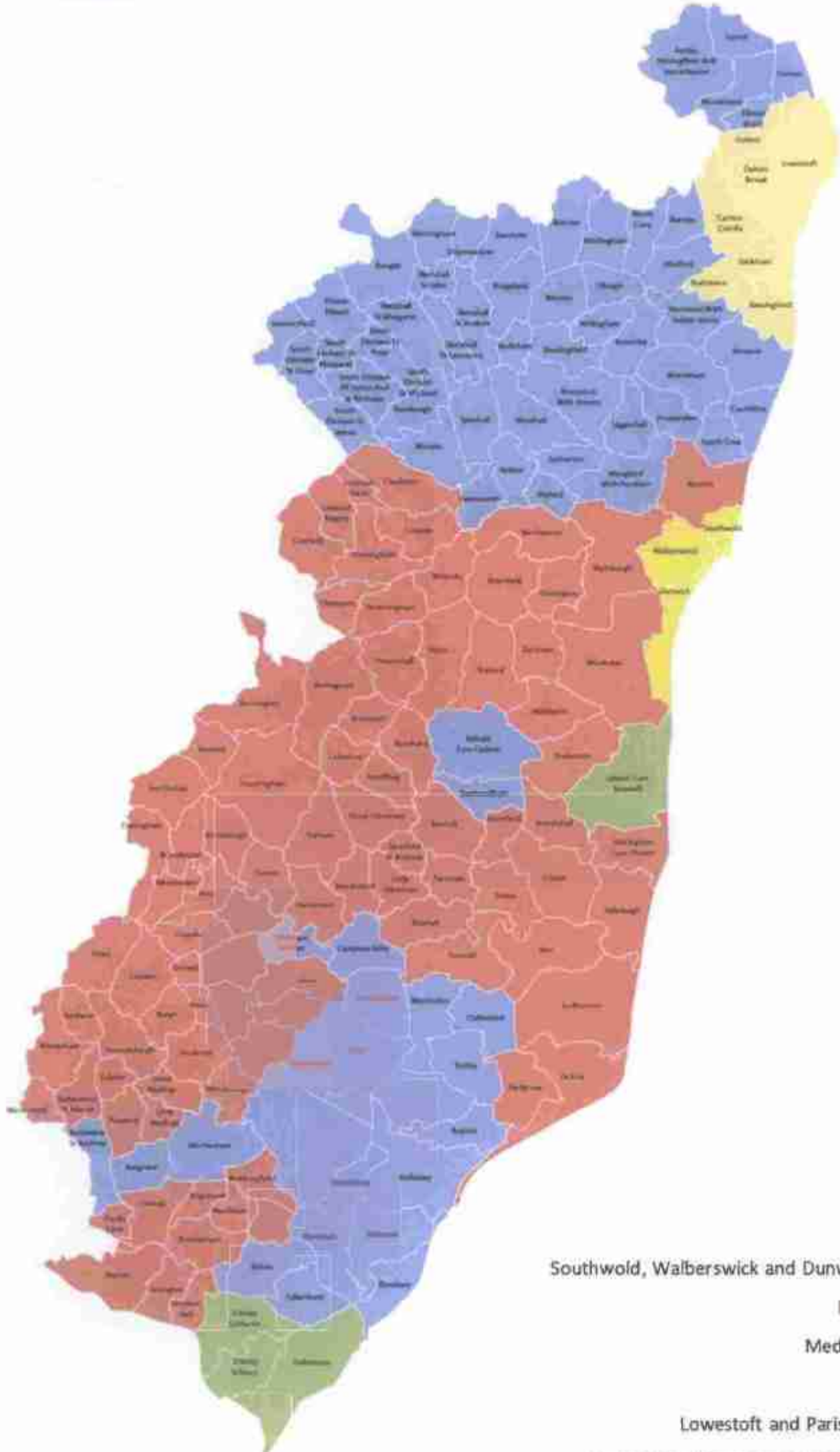
It is assumed that access will be available and all services at no additional cost in respect of infill plot values.

It is presumed that no easements, restrictions and right of way exist to affect the Market Value.

It is assumed that no abnormal costs will be encountered.

Tenure is based on freehold with vacant possession made available.

It has been assumed that planning consent for use envisaged would be given in the usual way to the private sector, and not restricted to Housing Associations, Social Landlords, etc when the values would be substantially reduced.



- Southwold, Walberswick and Dunwich
- High
- Medium
- Low
- Lowestoft and Parishes

The COMMON SEAL of EAST SUFFOLK)
COUNCIL was affixed to this DEED in the)
presence of:)

[COMMON SEAL OF COUNCIL]

Authorised Officer

Authorised Officer

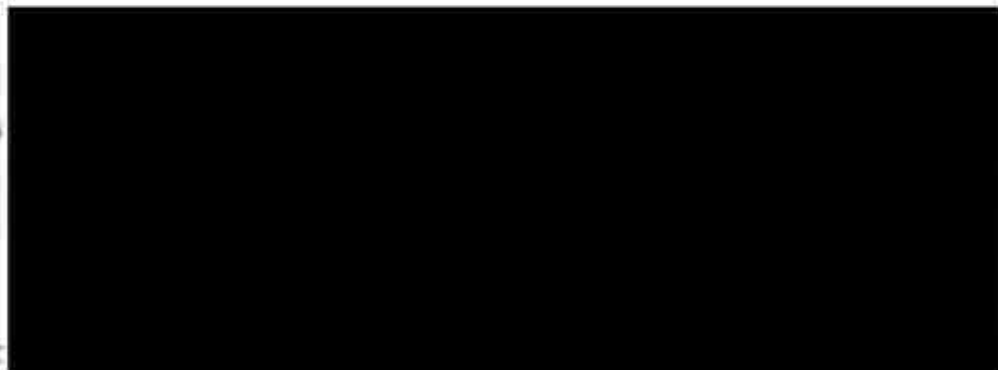
The COMMON SEAL of SUFFOLK)
COUNTY COUNCIL was affixed to this)
DEED in the presence of:)

[COMMON SEAL OF COUNCIL]

Authorised Officer

Authorised Officer

EXECUTED as a D
BELLWAY HOMES
Acting by its attorne
NIGEL CLASBY /



Signed:

In the presence of

.....
[SIGN] 

.....
[NAME OF WITNESS] Duncan Fisher
Group Legal Manager
Bellway Homes Limited
Woolsington House
Woolsington
Newcastle upon Tyne

.....
[ADDRESS OF WITNESS] NE 13 8BF

The COMMON SEAL of EAST SUFFOLK)
COUNCIL was affixed to this DEED in the)
presence of:)

[COMMON SEAL OF COUNCIL]

Authorised Officer

Authorised Officer

The COMMON SEAL of SUFFOLK)
COUNTY COUNCIL was affixed to this)
DEED in the presence of:)



[COMMON SEAL OF COUNCIL]

Authorised Officer

Authorised Officer

EXECUTED as a DEED by
BELLWAY HOMES LIMITED
Acting by its attorney
NIGEL CLASBY/ DUNCAN FISHER

Signed:

in the presence of:

.....
[SIGNATURE OF WITNESS]

.....
[NAME OF WITNESS]

.....
[ADDRESS OF WITNESS]