

DATE 17 April 2025

- (1) WEST SUFFOLK COUNCIL
- (2) SUFFOLK COUNTY COUNCIL
- (3) PIGEON (BURY WEST) LIMITED

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

relating to

Land Off Newmarket Road Bury St Edmunds Suffolk

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

DATE

17 April

2025

THE PARTIES:

- (1) **WEST SUFFOLK COUNCIL** of West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU (hereinafter called the "**Council**")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (hereinafter called the "**County Council**")
- (3) **PIGEON (BURY WEST) LIMITED** (Company number 10906934) of Salisbury House Station Road Cambridge Cambridgeshire CB1 2LA (hereinafter called the "**Owner**")

INTRODUCTION

- A The Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable
- B The County Council is the local highway authority (except for trunk roads) the local education authority the local library authority the local waste disposal authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable
- C The Owner is the freehold owners of the Site which is registered at HM Land Registry under title number SK386869
- D The Owner submitted the Application which was refused by the Council and thereafter the Developer submitted the Appeal
- E The Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations necessary to meet policy requirements if the Planning Inspectorate decides to allow the Appeal

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990
"Active Travel Contribution"	six hundred and twenty six thousand pounds five hundred and ninety three pounds (£626,593) BCIS Indexed
"Affordable Housing"	has the same meaning as that term is defined in Annex 2 of the Ministry of Housing Communities & Local Government National Planning Policy Framework document dated 20 December 2023
"Affordable Housing for Rent"	the Affordable Housing Units to be provided by a Registered Provider by way of social rent or affordable rent (as defined by the Housing and Regeneration Act 2008 Section 69) or with a rent charged at a level up to 80% of the equivalent local market rent (including service charges where applicable) and in all cases also at a level that does not exceed the local housing allowance
"Affordable Housing Units"	means the provision of Affordable Housing at the Site equating to not less than thirty three percent (33%) of the total number of Dwellings comprising at least ten percent (10%) (rounded up) of the Dwellings to be Shared Ownership and at least twenty per cent (20%) of the Dwellings to be Affordable Housing for Rent with the tenure of the remaining 3% to be nominated by the Owner
"Appeal"	the appeal against refusal of the Application submitted to the Planning Inspectorate which has been allocated the reference number APP/F3545/W/24/3355633
"Application"	the application for hybrid planning permission received by the Council on the 15 May 2024 for the Development and allocated the reference number DC/24/0659/HYB
"BCIS Index"	the All In Tender Price Index published by the Building Cost Information or any successor organisation or (if that index shall cease to be

	published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Parties hereto
"BCIS Indexed"	the increase in any sum referred to in the Second Schedule and Third Schedule by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 9 of this Deed
"Bus Service"	a bus service serving the Development with a 30-minute frequency 7 days a week, excluding Christmas Day and Boxing Day for a minimum period of five (5) years from the first Occupation of the one hundredth (100th) Dwelling
"Bus Service Contribution"	one million one hundred and fifty-six thousand eight hundred and sixty pounds (£1,156,860.00) RPI Indexed
"Chargee"	any mortgagee or chargee of the Registered Provider or the owner of the Affordable Housing Units or any receiver or manager (including administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, cut and fill land modelling, demolition work, archaeological investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, site survey works, temporary access construction works, environmental site investigations, diversion, termination and/or lay of services, erection of any temporary means of enclosure, erection of temporary construction site accommodation, the temporary display of site notices or advertisements and "Commenced" and "Commence Development" shall be construed accordingly

"Completion of Development"	the date that the last Dwelling (to be Occupied) is first Occupied
"Council's S106 Monitoring Fee"	two thousand pounds (£2,000) three thousand six hundred and thirty three pounds (£3,633)
"County Council's S106 Monitoring Fee"	
"Development"	the development of the Site in accordance with the Planning Permission
"Decision Letter"	a letter in writing issued by the Inspector determining the Appeal
"Dwelling"	a dwelling (including a house flat or bungalow and including both Open Market Dwellings and Affordable Housing Units) to be constructed pursuant to the Planning Permission and "Dwelling" and "Dwellings" shall be construed accordingly
"Early Years Contribution"	one million two hundred and forty-seven thousand four hundred and seventy two pounds BCIS Indexed which is also two thousand five hundred and seventy-two pounds and eleven pence (£2,572.11) per Dwelling BCIS Indexed
"Early Years Facility"	a facility for the provision of pre-school education and any ancillary uses
"Early Years Land"	a minimum of 0.22 hectares of land within the Site the precise location boundaries and dimensions for which shall be determined by the reserved matters approval (pursuant to the Application) for that part of the Site
"Early Years Land Specification"	a specification for the minimum condition to be met for the Early Years Land in the form appended to this Deed
"Education Contributions"	the Primary School Contribution and the Secondary School Contribution
"Highway Agreement"	an agreement made pursuant to section 278 of the Highways Act 1980 allowing necessary highway works to be carried out in the Relief

	Road Corridor for the construction of a relief road within the Site.
"Highway Contributions"	the Bus Service Contribution and the Relief Road Contribution and the Highway Mitigation Contribution and the Active Travel Contributions and the Speed Management Contribution
"Highway Mitigation Contribution"	six hundred and ninety-two thousand seven hundred and sixty pounds (£692,760.00) BCIS Indexed
"Homes England"	the independent regulator for affordable housing in England (formerly known as Homes and Communities Agency) or successor body to its relevant functions
"Late Payment Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
"Library Contribution"	one hundred and four thousand seven hundred and sixty pounds BCIS Indexed which is also two hundred and sixteen pounds (£216) per Dwelling BCIS Indexed
"NHS Contribution"	two hundred and ninety-two thousand pounds (£292,000.00) BCIS Indexed
"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied and "Occupy" shall be construed accordingly
"Open Market Dwellings"	those Dwellings that are not Affordable Housing Units
"Planning Permission"	the hybrid planning permission subject to conditions as granted by the Planning Inspectorate pursuant to the Appeal
"Practical Completion"	means the issue of a certificate in accordance with industry standard construction contracts certifying that the relevant works or a part thereof (depending on the context of the Deed) are for all practical purposes sufficiently

	complete to be put into use and "Practically Complete" shall be construed accordingly
"Primary School Contribution"	two million, forty six thousand, one hundred and ninety two pounds BCIS Indexed which is also four thousand, two hundred and eighteen pounds and ninety five pence (£4,218.95) per Dwelling BCIS Indexed
"Protected Tenant"	any tenant who has: <ul style="list-style-type: none"> (a) exercised the right to acquire pursuant to the Housing Act 1996 the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit (as defined in the Second Schedule) (b) exercised any statutory right to buy (including the preserved right to buy) (or any equivalent contractual right) in respect of an Affordable Housing Unit (c) been granted a Shared Ownership lease by a Registered Provider in respect of a particular Affordable Housing Unit and the purchaser has subsequently staircased and purchased from the Registered Provider all the remaining shares so that the purchaser owns the entire Affordable Housing Unit
"Public Open Space Contributions"	the Public Open Space (fitness) Contribution and the Public Open Space (pitch) Contribution and the Public Open Space (outdoor sports) Contribution and the Public Open Space (swimming pools) Contribution
"Public Open Space (fitness) Contribution"	forty-one thousand nine hundred and thirty-one pounds and twenty-seven pence (£41,931.27) BCIS Indexed
"Public Open Space (pitch) Contribution"	twenty-five thousand and thirty-three pounds and seventy-nine pence (£25,033.79) BCIS Indexed
"Public Open Space (outdoor sports) Contribution"	two hundred and eighty-four thousand one hundred and thirty pounds (£284,130.00) BCIS Indexed
"Public Open Space (swimming pools) Contribution"	one hundred and thirty-four thousand three hundred and fifty-two pounds and ninety pence (£134,352.90) BCIS Indexed

"Registered Provider"	a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by the RSH under Chapter 3 of that Act
"Relief Road Central Section"	means the section of the relief road to be delivered on the Site as shown coloured green on the plan attached at Part 2 of the First Schedule of this Deed
"Relief Road Corridor"	means the section of the relief road as shown edged red on the plan attached at Part 2 of the First Schedule of this Deed
"Relief Road Northern Section"	means the section of the relief road to be delivered on the Site on as shown coloured blue on the plan attached at Part 2 of the First Schedule of this Deed
"Relief Road Planning Permission"	means a planning permission which is implementable by the County Council for the Relief Road Southern Section and the Relief Road Central Section
"Relief Road Southern Section Contribution"	three million, two hundred thousand pounds (£3,200,000) BCIS Indexed
"Relief Road Southern Section"	means the section of the relief road to be delivered on land outside of the Site by the County Council linking the southern part of the Development with Westley Road
"RSH"	the Regulator of Social Housing
"RPI Index"	the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Parties
"RPI Indexed"	the increase in any sum referred to in the Third Schedule (other than those referred to as BCIS Indexed) by an amount equivalent to the

	increase in the RPI Index to be calculated in accordance with Clause 9 of this Deed
"SAMM Contribution"	three hundred and seventy two pounds and eight pence (£372.08) per Dwelling RPI Indexed
"Secondary School Contribution"	one million, eight hundred and seventy seven pounds, one hundred and nineteen pounds BCIS Indexed which is also three thousand hundred and seventy pounds and thirty five pence (£3,870.35) per Dwelling BCIS Indexed
"Shared Ownership"	the Affordable Housing Units to be provided by a Registered Provider by way of a Shared Ownership Lease granted to eligible households whose needs are not met by the market and where the purchaser buys an initial share in the property from the Registered Provider who retains the remainder and may charge a rent on the remainder with the purchaser being able to purchase additional shares up to 100% (staircasing)
"Shared Ownership Lease"	a lease to be granted for a term of not less than 125 years which shall substantially accord with the requirements of, and be consistent with any model shared ownership lease as approved from time to time by Homes England (or any statutory successor)
"Site"	the land shown edged red on the Site Plan
"Site Plan"	the plan marked "Site Plan" attached to Part 1 of the First Schedule of this Deed
"Speed Management Contribution"	fifteen thousand pounds (£15,000.00) for Newmarket Road and Westley Road RPI Indexed
"Transfer Terms"	the terms for a transfer of land incorporating (but not limited to) the terms set out in the Sixth Schedule
"Travel Plan"	the travel plan submitted and approved in accordance with related condition of the Planning Permission
"Travel Plan Monitoring and Evaluation Contribution"	one thousand two hundred pounds (£1,200.00) RPI Indexed (per annum)
"Waste Contribution"	eighty thousand five hundred and ten pounds BCIS Indexed which is also one hundred and

sixty six pounds (£166) per Dwelling BCIS Indexed

"Working Days"

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

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this Deed
- 2.2 References to clauses or Schedules are to the clauses and schedules in this Deed and reference to a paragraph in a schedule is to a paragraph of that schedule.
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.4 Words of gender include other genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.7 An obligation on a party not to do any act or thing shall be deemed to include an obligation not to permit or allow or suffer such act or thing to be done.
- 2.8 Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 2.9 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it
- 2.10 Save for the provisions of paragraph 8 of the Third Schedule to this Deed which are personal to Pigeon (Bury West) Limited, references to

any party to this Deed shall include the successors in title to that party the personal representatives of that party and any party deriving title through or under that party and in the case of the Council and or the County Council the successors to their respective statutory functions

2.11 The obligations in this Deed shall not be enforceable against:

2.11.1 any individual person who is the owner and/or an occupier for residential purposes of a Dwelling or any mortgagee of such a Dwelling

2.11.2 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunications services highways or public transport services

2.11.3 any mortgagee or any chargee or mortgagee from time to time who has the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver until the mortgagee or any mortgagee or chargee or receiver has

2.11.3.1 entered into possession of the Site or the relevant part thereof; or

2.11.3.2 the Development is continued by or at the instigation of a receiver liquidator or other agent appointed by or on behalf of the mortgagee or any chargee or mortgagee in place of the Owner

in which case that mortgagee or chargee or receiver 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

2.12 The Affordable Housing obligations within the Second Schedule shall not be binding on:

2.12.1 a Protected Tenant

2.12.2 any successor in title or mortgagee of a Protected Tenant

2.12.3 a mortgagee of a Shared Ownership Lease or shared equity lease lawfully exercising the mortgage protection provision within that lease;

2.12.4 a Chargee of the whole or any part of the Affordable Housing Units or any persons deriving title through such Chargee PROVIDED THAT:

2.12.4.1 such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses and

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

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

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

3. LEGAL BASIS

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

3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and the County Council as local planning authorities against the Owner and (save as otherwise specified) their successors in title

4. CONDITIONALITY

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

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development

SAVE FOR the provisions of this clause and clauses 6.2, 6.6, 6.10, 6.11, 6.12, 6.15, 8, 12, 14 and 15 and paragraph 1.1 of the Third

Schedule which shall come into effect immediately upon completion of this Deed

- 4.2 For the avoidance of doubt none of the planning obligations in this Deed (with the exception of clause 6.2 in respect of payment of the Council's and the County Council's costs in respect of the preparation of this Deed) will be binding if the Planning Inspector dismisses the Appeal such that the Planning Permission is not granted

5. THE COVENANTS

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

6. MISCELLANEOUS

- 6.1 The Owner shall act in good faith and shall co-operate both with the Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests (on reasonable prior written notice) either of the Council and or the County Council and their duly authorised officers or agents make to have access to any part or all of the Site or any reasonable requests to provide documentation within the Owners possession for the purposes of monitoring compliance with the obligations contained herein
- 6.2 The Owner covenants to pay to the Council and the County Council on completion of this Deed the proper and reasonable legal costs of the Council and County Council incurred in the negotiation preparation and execution and completion of this Deed
- 6.3 The Owner covenants to pay to the Council within ten (10) Working Days of the date of the Planning Permission the Council's S106 Monitoring Fee towards the costs of reporting and monitoring the obligations contained in this Deed
- 6.4 The Owner further covenants to pay to the County Council within ten (10) Working Days of the date of the Planning Permission the County

Councils S106 Monitoring Fee towards the costs of reporting and monitoring the obligations contained in this Deed

- 6.5 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 save by the Parties and their successors in title or those deriving title from them
- 6.6 This Deed is a local land charge and shall be registered as such by the Council
- 6.7 Where an approval agreement consent or expression of satisfaction or a subsequent deed is required by the Owner from either the Council or County Council under the terms of this Deed such approval or agreement or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the Council by the Director of Planning and Growth or officer acting under his/her hand and on behalf of the County Council by the Executive Director of Growth Highways and Infrastructure (or duly appointed successor) or officer acting under his/her hand
- 6.8 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 6.9 Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 6.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is not granted or the Planning Permission is quashed revoked or otherwise withdrawn or expires by effluxion of time before the Commencement of the Development or is modified (without the consent of the Owner) and the Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
- 6.11 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants restrictions or reservations in respect of it

- 6.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted after the date of this Deed
- 6.13 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 Owners and at no cost to either the Council or the County Council
- 6.14 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority
- 6.15 In the event that that the Council shall at any time hereafter grant a planning permission pursuant to an application under Section 73 of the Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Application and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid in this Deed shall henceforth take effect and be read and construed accordingly so that the planning obligations in this Deed shall apply to development under such subsequent planning permissions unless the Council shall determine otherwise

7. WAIVER

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

8. CHANGE IN OWNERSHIP

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

within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like

9. INDEXATION

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

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

10. INTEREST

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

11. VAT

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

12. NOTICES

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

The Council	The Assistant Director of Growth West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU
The County Council	The Executive Director of Growth Highways and Infrastructure (or a duly appointed successor) Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX
The Owner	Salisbury House Station Road Cambridge Cambridgeshire CB1 2LA

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

12.3.1 Commencement of Development

12.3.2 Occupation of the first (1st) Dwelling

12.3.3 Occupation of the fiftieth (50th) Dwelling

12.3.4 Occupation of the one hundredth (100th) Dwelling

12.3.5 Occupation of the one hundred and fiftieth (150th) Dwelling

12.3.6 Occupation of the two hundredth (200th) Dwelling

12.3.7 Completion of the Development

13. LAST PHASE RECONCILIATION

13.1 Prior to the Completion of the Development, the Owners will confirm the County Council the total number of Dwellings for the Development for the County Council's approval and if the County Council approves the total number of Dwellings for the Development is less than 485 the County Council will return to the Owners any overpayment of the Early Years Contribution, Library Contribution, Primary School Contribution, Secondary School Contribution and Waste Contribution

14. DISPUTE RESOLUTION

14.1 Unless otherwise stated in this Deed, in the event of any dispute or difference arising in respect of any matter contained in this Deed such dispute or difference shall 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 to

the dispute in the absence of manifest error and the Owner hereby agrees that both the Owner's costs and the reasonable costs of the Council and/or County Council shall be payable by the Owner

- 14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 13.1 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 the Owner hereby agrees that both the Owner's costs and the reasonable costs of the Council and/or County Council shall be payable by the Owner
- 14.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is 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 appointment of the expert in accordance with clauses 13.1 or 13.2 above (as appropriate)
- 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 the other party will be entitled to make a counter written submission within a further five Working Days

14. JURISDICTION

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

15. DELIVERY

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

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

THE COMMON SEAL of)
WEST SUFFOLK COUNCIL)
was hereunto affixed to this deed)
in the presence of:



Authorised Signatory:..... [redacted] 152

Name of Authorised Signatory:.....

Position of Authorised Signatory:.. [redacted]

COMMON SEAL OF
SUFFOLK COUNTY COUNCIL

was affixed in the presence of:



Authorised Officer



Executed as a deed by

PIGEON (BURY WEST)
LIMITED

acting by:



Director/Secretary

FIRST SCHEDULE

Part 1

The Land shown for identification purposes edged red in the Site Plan comprising the Owners land forming part of land registered with the Land Registry under title number SK386869

SITE PLAN

↑



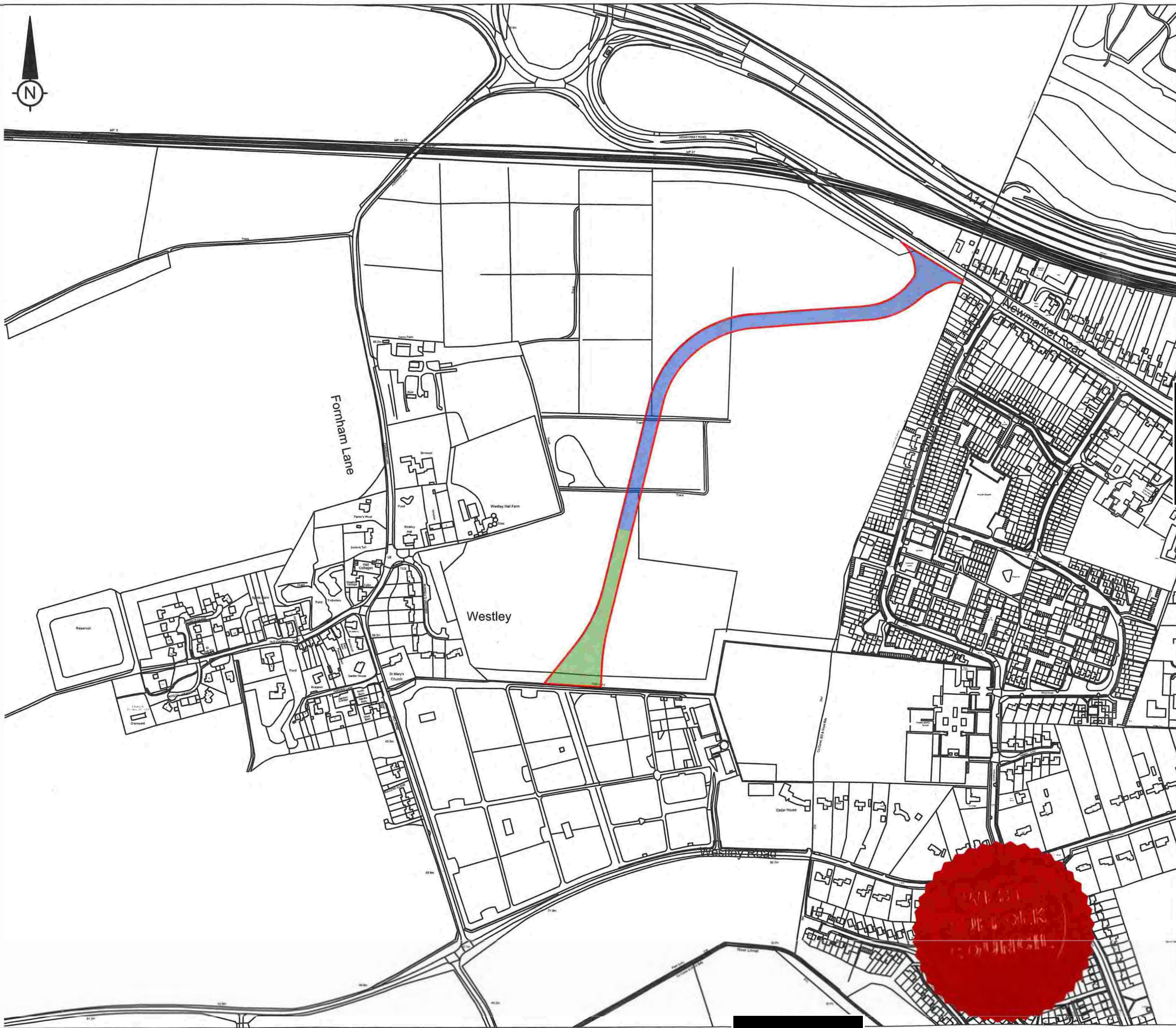
69692



152

Part 2

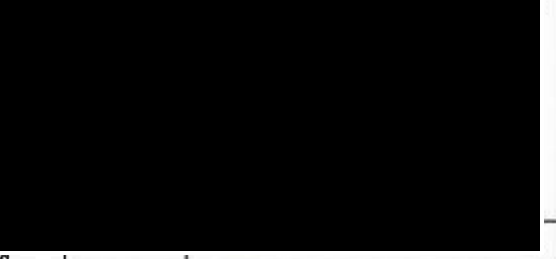
RELIEF ROAD PLAN



KEY

- Relief Road Corridor
- Relief Road - Northern Section
- Relief Road - Central Section

69692



Rev	Date	Description



Pigeon
Linden Square
146 King's Road
Bury St Edmunds
IP33 3DJ

Project
Land at Newmarket Road, Bury St Edmunds

Drawing Title
Relief Road Plan

Drawn	Check	Scale	@
RCB	-	1:5,000	A3
Date	Drawing No		Rev
04/04/25	0022/132		-

SECOND SCHEDULE

THE OWNER COVENANTS WITH THE COUNCIL:

1. AFFORDABLE HOUSING UNITS

- 1.1 To construct and transfer at least thirty-three per cent (33%) of the Affordable Housing Units to a Registered Provider prior to the first Occupation of thirty-five per cent (35%) of the Open Market Dwellings
- 1.2 Not to Occupy or permit Occupation of thirty-five per cent (35%) of the Open Market Dwellings unless and until at least thirty-three per cent (33%) of the Affordable Housing Units have been constructed and transferred to a Registered Provider
- 1.3 To construct and transfer at least a further thirty-three per cent (33%) of the Affordable Housing Units to a Registered Provider prior to the first Occupation of sixty-five per cent (65%) of the Open Market Dwellings
- 1.4 Not to Occupy or permit Occupation of sixty-five per cent (65%) of the Open Market Dwellings unless and until at least a further thirty-three per cent (33%) of the Affordable Housing Units have been constructed and transferred to a Registered Provider
- 1.5 To construct and transfer the remaining thirty-four per cent (34%) of the Affordable Housing Units to a Registered Provider prior to the first Occupation of ninety per cent (90%) of the Open Market Dwellings
- 1.6 Not to Occupy or permit Occupation of ninety per cent (90%) of the Open Market Dwellings unless and until the remaining thirty-four per cent (34%) of the Affordable Housing Units have been constructed and transferred to a Registered Provider
- 1.7 To use reasonable endeavours to ensure that the transfers referred to in this Second Schedule to the Registered Provider and their successors in title will contain a covenant requiring the Registered Provider to use reasonable endeavours to enter into a nomination agreement with the Council for those Affordable Housing Units
- 1.8 Subject to clause 2.12 (governing disposal by a Chargee) and subject to Shared Ownership units staircasing to 100% to ensure that the Affordable Housing Units shall not be used for any purpose other than as Affordable Housing
- 1.9 To ensure the conditions on which the Affordable Housing Units shall be transferred shall include but not be limited to the following:

1.9.1 the land on which the Affordable Housing Units are situated is to be remediated so that the land is fit for the proposed use

1.9.2 be on terms that at the date of the transfer the following are (unless otherwise agreed by the Registered Provider) provided up to a point immediately adjacent to the boundary of the Affordable Housing Units:

1.9.2.1 an adoptable road constructed to base course

1.9.2.2 adoptable public sewers and drains

1.9.2.3 gas water electricity telecommunications infrastructure with sufficient capacity to serve each Affordable Housing Unit and

1.9.2.4 such necessary rights as the Owner may reasonably require to be reserved

2. NHS CONTRIBUTION

2.1 To pay to the Council the NHS Contribution prior to the first Occupation of the two hundredth (200th) Dwelling

2.2 Not to Occupy or permit Occupation of more than one hundred and ninety-nine (199) Dwellings unless and until the NHS Contribution has been paid to the Council

3. PUBLIC OPEN SPACE CONTRIBUTIONS

3.1 To pay to the Council the Public Open Space Contributions prior to the first Occupation of the two hundredth (200th) Dwelling

3.2 Not to Occupy or permit Occupation of more than one hundred and ninety-nine (199) Dwellings unless and until the Public Open Space Contributions have been paid to the Council

4. SAMM CONTRIBUTION

4.1 To pay to the Council the SAMM Contribution prior to the first Occupation of the two hundredth (200th) Dwelling

4.2 Not to Occupy or permit Occupation of more than one hundred and ninety-nine (199) Dwellings unless and until the SAMM Contribution has been paid to the Council

THIRD SCHEDULE

THE OWNER COVENANTS WITH THE COUNTY COUNCIL:

1. EARLY YEARS LAND

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

2. EARLY YEARS CONTRIBUTION AND EDUCATION CONTRIBUTIONS

- 2.1 To pay to the County Council thirty-three per cent (33%) of the Education Contributions and of the Early Years Contribution prior to the first (1st) Occupation of the Dwellings
- 2.2 Not to Occupy or permit any Occupation of the Dwellings unless and until thirty-three per cent (33%) of the Education Contributions and the Early Years Contribution have been paid to the County Council
- 2.3 To pay to the County Council a further thirty-three per cent (33%) of the Education Contributions and of the Early Years Contribution prior to the first Occupation of the one hundredth (100th) Dwelling
- 2.4 Not to Occupy or permit Occupation of more than ninety-nine (99) of the Dwellings unless and until a further thirty-three per cent (33%) of the Education Contributions and of the Early Years Contribution have been paid to the County Council
- 2.5 To pay to the County Council the remaining thirty-four per cent (34%) of the Early Years Contribution prior to the first Occupation of the one hundred and fiftieth (150th) Dwelling
- 2.6 Not to Occupy or permit Occupation of more than one hundred and forty-nine (149) of the Dwellings unless and until the remaining thirty-

four per cent (34%) of the Early Years Contribution has been paid to the County Council

- 2.7 To pay to the County Council the remaining thirty-four per cent (34%) of the Education Contributions prior to the first Occupation of the two hundredth (200th) Dwelling
- 2.8 Not to Occupy or permit Occupation of more than one hundred and ninety-nine (199) of the Dwellings unless and until the remaining thirty-four per cent (34%) of the Education Contributions has been paid to the County Council

3. HIGHWAY CONTRIBUTIONS

- 3.1 To notify the County Council prior to the first Dwelling Occupation as to whether it intends to deliver a Bus Service or pay the Bus Service Contribution.
- 3.2 If the Owner notifies the County Council in accordance with paragraph 3.1 above that it does not intend to provide a Bus Service for the Development, to pay to the County Council twenty per cent (20%) of the Bus Service Contribution prior to the first Dwelling Occupation and thereafter to pay a further twenty per cent (20%) of the Bus Service Contribution on each anniversary of the date of the first Dwelling Occupation for a period of four (4) years
- 3.3 If the Owner notifies the County Council in accordance with paragraph 3.1 above that it does not intend to provide a Bus Service for the Development, not to Occupy or permit Occupation of the Dwellings until twenty per cent (20%) of the Bus Service Contribution has been paid to the County Council
- 3.4 If the Owner notifies the County Council in accordance with paragraph 3.1 above that it does not intend to provide a Bus Service for the Development, not to Occupy or permit further Occupations beyond the anniversary each year until the relevant payment has been made each year in accordance with clause 3.2 of this Schedule FOR THE AVOIDANCE OF DOUBT five (5) twenty percent (20%) Bus Service Contribution payments shall be made in total
- 3.5 If the Owner notifies the County Council in accordance with paragraph 3.1 above that it intends to provide a Bus Service for the Development, to provide the Bus Service prior to first Occupation of the one hundredth (100th) Dwelling
- 3.6 If the Owner notifies the County Council in accordance with paragraph 3.1 above that it intends to provide a Bus Service for the

Development, not to Occupy or permit the Occupation of more than ninety-nine (99) Dwellings until the Bus Service has been provided

- 3.7 To pay to the County Council the Highway Mitigation Contribution, the Active Travel Contribution and the Active Travel Contributions prior to the first (1st) Dwelling Occupation
- 3.8 To pay to the County Council the Speed Management Contribution prior to the Commencement of Development
- 3.9 Not to allow or permit the Commencement of Development unless and until the Speed Management Contribution has been paid to the County Council

4. LIBRARY CONTRIBUTION

- 4.1 To pay to the County Council the Library Contribution prior to the first Occupation of the two hundredth (200th) Dwelling
- 4.2 Not to Occupy or permit Occupation of more than one hundred and ninety-nine (199) Dwellings until the Library Contribution has been paid to the County Council

5. TRAVEL PLAN MONITORING CONTRIBUTIONS

- 5.1 To pay to the County Council the Travel Plan Monitoring Contribution prior to first Dwelling Occupation and thereafter to pay a further Travel Plan Monitoring Contribution on each anniversary of the date of the first Dwelling Occupation for a minimum period of five (5) years or until one year after the first Occupation of the final Dwelling whichever is the longer period
- 5.2 Not to Occupy or permit the first (1st) Dwelling Occupation until the first Travel Plan Monitoring Contribution has been paid to the County Council
- 5.3 Not to Occupy or permit further Occupations beyond the anniversary each year until the relevant payment has been made each year in accordance with clause 5.1 of this Schedule

6. WASTE CONTRIBUTION

- 6.1 To pay to the County Council the Waste Contribution prior to the first Occupation of the two hundredth (200th) Dwelling

- 6.2 Not to Occupy or permit Occupation of more than one hundred and ninety-nine (199) Dwellings until the Waste Contribution has been paid to the County Council

7. RELIEF ROAD SOUTHERN SECTION

- 7.1 Within 1 year of Commencement, to pay 30% of the Relief Road Southern Section Contribution to the County Council
- 7.2 Not to carry out any further Development from the date that is the first anniversary of the Commencement of Development until such time that 30% of the Relief Road Southern Section Contribution is paid to the County Council
- 7.3 Within 4 years of the Commencement, to pay the remaining 70% of the Relief Road Southern Section Contribution to the County Council
- 7.4 Not to carry out any further Development or allow any further Occupations from the date that is the fourth anniversary of the Commencement of Commencement of Development until such time that the remaining 70% of the Relief Road Southern Section Contribution has been paid to the County Council.

8. Construction of the Relief Road Northern Section

- 8.1 Unless such other timescale is agreed in writing between the Owners and the County Council and subject to the provisions of paragraph 6 of the Fifth Schedule having been satisfied, to construct the Relief Road Northern Section to in accordance with the Highways Agreement within four years of:
- (a) Commencement of Development; or
 - (b) completion of the Highways Agreement
- (whichever is the later)
- 8.2 Unless such other timescale is agreed in writing between the Owners and the County Council and subject to the provisions of paragraph 6

of the Fifth Schedule having been satisfied, not to allow any further Occupations from the date that is four years of:

- (a) Commencement of Development; or
- (b) completion of the Highways Agreement

whichever is the later) until such time that the Relief Road Northern Section has been constructed in accordance with the Highways Agreement

9. Construction of the Relief Road Central Section

9.1 Unless such other timescale is agreed in writing between the Owners and the County Council and subject to the provisions of paragraph 6 of the Fifth Schedule having been satisfied, to construct the Relief Road Central Section in accordance with the Highways Agreement within:

- (a) four years of Commencement of Development;
- (b) four years of the Highways Agreement; or
- (c) eighteen months of the date of the Relief Road Planning Permission;

(whichever is the later)

9.2 Unless such other timescale is agreed in writing between the Owners and the County Council and subject to the provisions of paragraph 6