

DATE 24 September 2025

- (1) IPSWICH BOROUGH COUNCIL
- (2) SUFFOLK COUNTY COUNCIL
- (3) KATHLEEN LETITIA FONNEREAU, JULIA VERENA FONNEREAU, LOUISE ANN FONNEREAU AND JOHN ROBERT FONNEREAU
- (4) FIRST CARE HOMES VICTORIA LIMITED

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

relating to
Land at 1 Kettlebaston Way, Ipswich, Suffolk IP4 2XX

Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich, Suffolk
IP1 2DE

Ref: 107439

This deed is made the 24 day of September 2025

PARTIES:

- (1) **Ipswich Borough Council** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE ("**Borough Council**")
- (2) **Suffolk County Council** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("**County Council**")
- (3) **Kathleen Letitia Fonnereau** of Mead Cottage Aspenden Nr. Buntingford Hertfordshire, SG9 9PB, **Julia Verena Fonnereau** of 36 Stane Close, Bishop's Stortford, Hertfordshire, CM23 2HU and **Louise Ann Fonnereau** of 54 Wadnall Way, Knebworth, Hertfordshire, SG3 6DX and **John Robert Fonnereau** of Flat 38 Paramount Court, University Steet, London, WC1E 6JP who together hold the legal estate in land on trust under a trust deed dated 25th March 1983 ("**Owner**")
- (4) **First Care Homes Victoria Limited** a company registered in England and Wales with company number 12515179 whose registered address is 3000a Parkway, Whiteley, Hampshire, United Kingdom, PO15 7FX ("**Developer**")

INTRODUCTION

- (A) The Borough 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 library authority, the local highway 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 when acting as enforcing authority in accordance with this Deed.
- (C) The Owner is the freehold owner of the Site having acquired it by a conveyance dated 25 March 1983 entered into by (1) John Robert Fonnereau and (2) Kathleen Letitia Fonnereau, Julie Victoria Fonnereau and Louise Ann Fonnereau the extent of which is registered under Land Registry title number SK436752
- (D) The Developer has exchanged contracts to purchase the Site from the Owner conditional on the grant of planning permission and shall be bound by the Owner's covenants on registration of the Site at the Land Registry in the name of the Developer.
- (E) The Developer has (through Caring Homes Group Limited, a company registered in England and Wales with company number 05587269) submitted the Application and the Borough Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed intended to regulate the Development and to secure the planning obligations contained in this Deed.
- (F) The Borough Council and the County Council are entering into this Deed to the intent that the requirements of the Borough Council's and the County Council's policies are

met and that any objections by the Borough Council or the County Council to the grant of planning permission on the basis of those policies are overcome.

- (G) The Borough Council and the County Council consider and the Owner and the Developer 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.
- (H) The Borough Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

Act	the Town and Country Planning Act 1990 (as amended)
Application	the full application for planning permission to develop the Site validated by the Borough Council on 18 September 2023 and bearing the Borough Council's reference number IP/23/00676/FUL.
BCIS Index	the Building Cost Information Service All-In Tender Price Index published by the Building Cost Information Service 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 by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 10 of this Deed.
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 demolition work piling works archaeological investigations site surveys and investigations (including intrusive investigations) for the purpose of assessing ground conditions preparation and enabling works ecological surveys and mitigation works remedial or remediation work in respect of any contamination or other adverse ground conditions diversion and laying or removal of services erection of any temporary means of enclosure including fences and hoardings the temporary display of site notices or advertisements the construction of a temporary site compound works to the existing public highways and the provision of site

	access and temporary internal roads and "Commenced" and "Commence Development" shall be construed accordingly.
Completion of Development	the date that the last Dwelling is first Occupied.
Development	the development of the Site to erect a three-storey care home with basement including landscaped gardens, hardstanding and car parking following demolition of existing garden nursery in accordance with the Planning Permission.
Dwelling	an individual unit within the care home to be constructed pursuant to the Planning Permission and "Dwelling" and "Dwellings" shall be construed accordingly.
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	Six thousand three hundred pounds (£6,300.00) 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.
Planning Permission	the full planning permission subject to conditions as may be granted by the Borough Council pursuant to the Application and subsequent planning permissions for the Development granted pursuant to Section 73 of the Act.
Retail Price Index	means 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 hereto.
Retail Price Index Linked	The increase in any sum referred to in this Deed by an amount equivalent to the increase in the Retail Price Index calculated in accordance with Clause 10 of this Deed.
Site	the registered land known as Victoria Nurseries, 1 Kettlebaston Way, Ipswich, Suffolk IP4 2XX (formerly known as Libertas Villas) as shown edged red on the Site Plan and registered under title number SK436752.
Site Plan	the plan attached to the First Schedule of this Deed.

Traffic Regulation Order Contribution	Eleven thousand five hundred pounds (£11,500.00) BCIS Indexed.
Travel Plan Evaluation and Support Contribution	A total of five thousand pounds (£5,000.00) Retail Price Index Indexed payable in accordance with paragraph 1 of the Second Schedule.
Working Days	Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England

2. CONSTRUCTION OF THIS DEED

- 2.1. Where in this Deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of any gender include any other genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 2.4. Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.
- 2.6. References to the Borough Council or the County Council shall where the context so admits include any public body in which the functions of the Borough Council or the County Council at the date hereof under the enabling powers may for the time being, be vested and any duly appointed servant agent or contractor of the Borough Council or the County Council or such other.
- 2.7. References in this deed to the Owner and the Developer shall include successors in title and assigns to the Property or any part or parts thereof and to persons claiming an interest in land through or under it.
- 2.8. Where this Deed requires a plan or strategy or other document to be submitted to the Borough Council or the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.
- 2.9. The obligations in this Deed shall not be enforceable against:

- 2.9.1. any individual person who is the owner and/or an occupier for residential purposes of a Dwelling or any mortgagee of such a Dwelling;
- 2.9.2. 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; and
- 2.9.3. 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 entered into possession of the Site or the relevant part thereof or the Development is continued by or at the instigation of a receiver liquidator or other agent appointed by or on behalf of the mortgagee or any chargee or mortgagee in place of the Owner or Developer.

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

2.11. Any covenant by the Owner or Developer not to do an act or thing shall be deemed to include an obligation not to knowingly permit or suffer such act or thing to be done by another person.

2.12. The term "including" shall mean "including, without limitation".

3. LEGAL BASIS

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

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

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

4. CONDITIONALITY

4.1. This Deed is conditional upon:

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 7.3, 7.4, 7.5, 7.6, 7.10, 9, 12, 13, 14, 18 and 19 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

4.2. Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:

- 4.2.1. until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings
 - 4.2.2. if following the conclusion of such proceedings or challenge the Planning Permission is quashed and is not superseded by a subsequent planning permission accepted by the Owner this Deed will cease to have any further effect; and
 - 4.2.3. if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full.
- 4.3. Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used) the following provisions will apply:
- 4.3.1. proceedings by way of judicial review are concluded:
 - 4.3.1.1. when permission to apply for judicial review has been refused and no further application can be made;
 - 4.3.1.2. when the court has given judgement in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or
 - 4.3.1.3. when any appeal(s) is or are finally determined
 - 4.3.2. proceedings under Section 288 of the Act are concluded:
 - 4.3.2.1. when the court has given judgement in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
 - 4.3.2.2. when any appeal(s) is or are finally determined

5. THE OWNER AND DEVELOPER'S COVENANTS

- 5.1. The Owner and Developer covenant with the County Council as set out in the Second Schedule.

6. THE COUNTY COUNCIL'S COVENANTS

- 6.1. The County Council covenants with the Owner as set out in the Third Schedule.

7. MISCELLANEOUS

- 7.1. The Owner and the Developer shall act in good faith and shall co-operate both with the Borough Council and the County Council to facilitate the discharge and performance of

all obligations contained herein and the Owner shall comply with any reasonable requests either of the Borough Council and or the County Council and their duly authorised officers or agents to have access to any part or all of the Site or any requests to provide documentation within the Owner's possession (at the Owners expense) for the purposes of monitoring compliance with the obligations contained herein.

- 7.2. The Owner agrees declares and covenants both with the Borough Council and the County Council that they shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this agreement and further shall indemnify the Borough Council and the County Council for any expenses or liability arising to the Borough Council and the County Council in respect of breach by the Owner of any obligation contained herein save to the extent that any act or omission of the Borough Council or the County Council its employees or agents has caused or contributed to such expenses or liability.
- 7.3. The Developer agrees declares and covenants to pay to the Borough Council on completion of this Deed the proper and reasonable legal costs of the Borough Council incurred in the negotiation preparation and execution on or before completion of this Deed.
- 7.4. The Developer agrees declares and covenants to pay to the County Council on completion of this Deed the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution on or before completion of this Deed.
- 7.5. The Developer further agrees declares and covenants to pay to the County Council one thousand and thirty-eight pounds (£1,038) on or before completion of this Deed towards the costs of reporting and monitoring the obligations contained in this Deed.
- 7.6. No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.7. This Deed shall be registered as a local land charge by the Borough Council.
- 7.8. Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from either the Borough Council or the County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the Borough Council by the Assistant Director of Growth or officer acting under his/her hand and on behalf of the County Council by the Executive Director of Growth Highways and Infrastructure or duly appointed successor or officer acting under his/her hand.
- 7.9. Following the performance and satisfaction of all the obligations contained in this Deed the Borough Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.10. Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity legality or enforceability of the remaining provisions of this Deed.

- 7.11. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 7.12. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after he, she, or 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.
- 7.13. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.14. The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived.
- 7.15. Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to either the Borough Council or the County Council.
- 7.16. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Borough 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.
- 7.17. The Owner covenants and warrants to the Borough Council and the County Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.
- 7.18. The Parties agree that:
- 7.18.1. Nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- 7.18.2. Nothing in this deed grants planning permission or any other approval, consent, or permission required from the Borough Council or the County Council in the exercise of any other statutory function.
- 8. WAIVER**
- 8.1. No waiver (whether expressed or implied) by the Borough Council the County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver

shall prevent the Borough 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.

9. CHANGE IN OWNERSHIP

9.1. The Owner and Developer agree with the Borough Council and the County Council to give each of them independently written notice of any transfer in ownership 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) days of such transfer and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like.

10. INDEXATION

10.1. All sums referred to in the Second Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS Index or Retail Price Index (as applicable) 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:

10.1.1. A is the sum payable under this Deed;

10.1.2. B is the original sum calculated as the sum payable;

10.1.3. C is the BCIS Index or Retail Price Index (as applicable) for the month two (2) months before the date on which the sum is payable;

10.1.4. D is the BCIS Index or Retail Price Index for the month two (2) months before the date of this Deed; and

10.1.5. C/D is greater than 1.

11. INTEREST

11.1. 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.

12. VAT

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

13. NOTICES

13.1. Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED 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 13.2.

13.2. 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 Borough Council	The Head of Planning and Development (or a duly appointed successor), Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE
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	c/o Kerseys Solicitors, 32 Lloyds Avenue Ipswich (FON002-0003)
The Developer	3000a Parkway, Whiteley, Hampshire, United Kingdom, PO15 7FX

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

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

13.4.1. Commencement of Development;

13.4.2. Occupation of the first (1st) Dwelling; and

13.4.3. Completion of Development.

14. DISPUTE RESOLUTION

14.1. Any dispute or difference of any kind whatsoever arising between any or all of the Parties out of or in connection with this Deed (including without limitation any question regarding its existence validity or termination) which cannot be resolved by prior agreement between the parties to the dispute ("the Dispute Parties") shall be referred to arbitration before a single Expert (the "Expert").

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

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

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

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

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

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

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

14.4.1. prosecute any such reference expeditiously; and

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

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

14.6. The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the hearing.

14.7. The award shall be final and binding both on the Dispute Parties and on any persons claiming through or under them and judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

14.8. Unless this Deed has already been terminated the Parties shall in every case continue to comply with their obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this Clause but without prejudice to the rights and obligations of the Parties in relation to the termination of the Deed.

14.9. The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief injunction specific performance payment of any sum damages and any other means of enforcing this Deed and consequential and interim orders and relief.

15. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

15.1. Where in the opinion of the Owner or the Developer any of the provisions of this Deed have been satisfied the Owner or the Developer shall be entitled to apply to the Borough

Council or the County Council for confirmation to that effect and upon the Borough Council or County Council being satisfied that the relevant Deed obligation and covenant as the case may be has been satisfied the Borough Council or the County Council shall forthwith issue written confirmation to such effect.

16. APPROVALS

16.1. Where any matters are approved by the Borough Council under the terms of this Deed further amendments thereof if approved by the Borough Council shall replace those previously approved.

17. COMMUNITY INFRASTRUCTURE LEVY

17.1. The Parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 the obligations imposed in this Deed are (a) necessary to make the Development permitted pursuant to the Application acceptable in planning terms (b) directly relate to the Development permitted pursuant to the Application and (c) fairly and reasonably relate in scale and kind to the Development permitted pursuant to the Application.

18. JURISDICTION AND GOVERNING LAW

18.1. This Deed is governed by and interpreted in accordance with the law of England and is subject to the exclusive jurisdiction of the courts of England and Wales.

19. DELIVERY

19.1. 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.

This document has been executed and is delivered as a deed and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing the)
Common Seal of Ipswich Borough)
Council in the presence of:)

[Redacted signature]

Authorised Officer



Executed as a Deed by affixing the)
Common Seal of Suffolk County)
Council in the presence of:)

[Redacted signature]

Authorised Officer



Signed as a Deed by Kathleen Letitia Fonnereau in the presence of:

[Redacted]

Name.....SADIE WEST.....

[Redacted]

Occupation.....CLEANER.....

[Redacted]

Signed as a Deed by Julia Verena Fonnereau in the presence of:

[Redacted]

Name.....SADIE WEST.....

[Redacted]

Occupation.....CLEANER.....

[Redacted]

Signed as a Deed by Louise Ann Fonnereau in the presence of:

[Redacted]

Name.....KATHARINA GRIFFITHS.....

[Redacted]

Occupation.....RETIRED.....

[Redacted]

Signed as a Deed by John Robert Fonnereau in the presence of:

[Redacted]

Name.....PAUL FORSTER.....

[Redacted]

[Redacted]

Occupation CLEANER

Executed as a Deed by **First Care Homes Victoria Limited** acting by

[Redacted]

....., a)
director in the presence of:)

[Redacted]

Name..... KOUISE MULVET

[Redacted]

Occupation..... PA

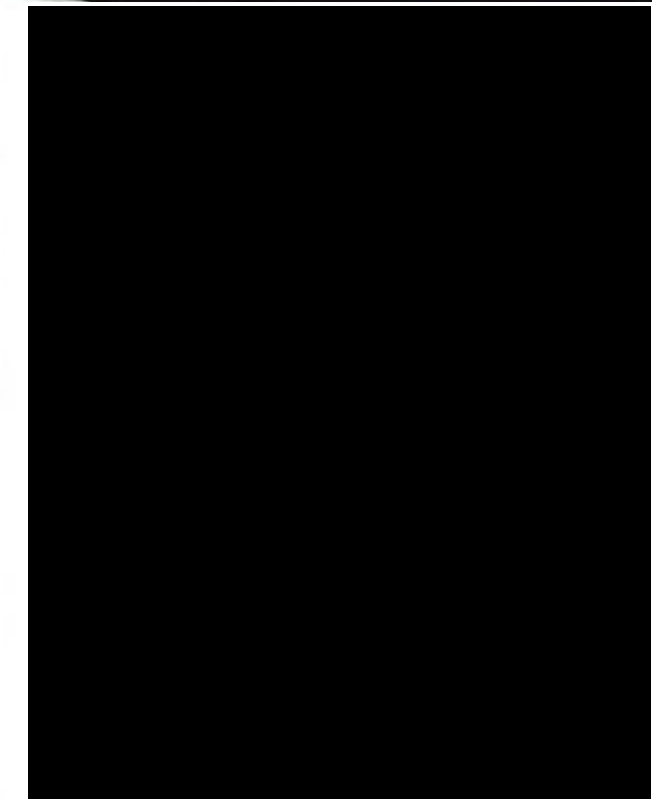
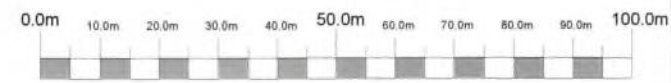
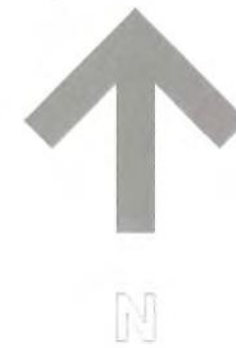
FIRST SCHEDULE

The registered land shown for identification purposes edged red in the Site Plan comprising the Owners land being 1 Kettlebaston Way, Ipswich, Suffolk IP4 2XX

SITE PLAN

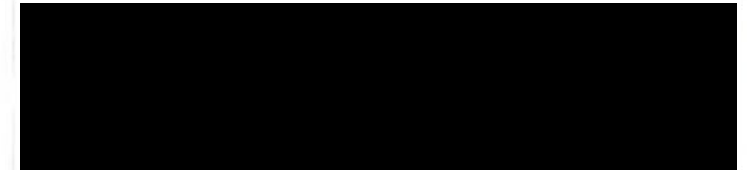


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Rev	Date	Revision Description	Drawn By	Approved By
 <small>8 Roman Court, Darlington, DL1 4WD t: 01325 464 111 e: studio@aiogarchitects.co.uk w: www.aiogarchitects.co.uk</small>				
Client				
First Care Homes Limited				
Project Information				
Proposed Care Home Development, Kettlebaston Way, Westerfield Road, Ipswich				
Drawing Title				
Existing Site Location Plan				
A1 Scale		A2 Scale		
		1:1250		
Job Number		Drawing Number		Revision
H.19.39		(9-) 1		-
Drawing Issue				
PLANNING				

SECOND SCHEDULE

THE OWNER AND DEVELOPER COVENANT WITH THE COUNTY COUNCIL:

1 Library Contribution

- 1.1 To pay to the County Council the Library Contribution prior to first Occupation of the first Dwelling.
- 1.2 Not to Occupy or permit Occupation of the first Dwelling until the Library Contribution has been paid to the County Council.

2 Traffic Regulation Order Contribution

- 2.1 To pay to the County Council the Traffic Regulation Order Contribution prior to Commencement of Development.
- 2.2 Not to Commence or permit Commencement of Development until the Traffic Regulation Order Contribution has been paid to the County Council.

3 Travel Plan Evaluation and Support Contribution

- 3.1 To pay to the County Council the Travel Plan Evaluation and Support Contribution annually in five equal instalments of one thousand pounds (£1,000.00) (subject to Retail Price Index) with the first payment being made on the first Occupation of any Dwellings and with each subsequent payment being made on the first, second, third and fourth anniversaries of the first Occupation of any Dwellings.
- 3.2 Not to Occupy or permit Occupation of any Dwelling until the first instalment of the Travel Plan Evaluation and Support Contribution has been paid to the County Council.

THIRD SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNER:

1 Library Contribution

- 1.1 To use the Library Contribution towards improving enhancing or providing library facilities serving the Development.
- 1.2 If requested to do so in writing after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year to pay to any person such amount of the Library Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 1.3 When the Library Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

2 Traffic Regulation Order Contribution

- 2.1 To only use the Traffic Regulation Order Contribution for the purposes of reviewing the impact of the Development on nearby highways and to introduce such traffic regulation orders as may be deemed necessary to address the impact of on-street parking on those highways such purposes to include all ancillary legal and administrative costs, officer time and delivery of associated works.
- 2.2 If requested to do so in writing after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year to pay within one month of such request to any person such amount of the Traffic Regulation Order Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 2.3 When the Traffic Regulation Order Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

3 Travel Plan Evaluation and Support Contribution

3.1 To use the Travel Plan Evaluation and Support Contribution for the purposes of monitoring the travel plan condition pursuant to the Planning Permission.